City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, JUNE 21, 2023

6:30 PM - City Council Regular Meeting

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

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

BRINGING ITEMS BEFORE THE CITY COUNCIL

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. CLOSED SESSION REPORT

6. PUBLIC COMMENT

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

7. PRESENTATIONS

7.A JULY PARKS AND RECREATION MONTH PROCLAMATION

7.B **POLICE DEPARTMENT QUARTERLY REPORT**

RECOMMENDATION:

Staff Recommends that the City Council:

(1) Receive and file Police Department Quarterly Report, covering the period February 1, 2023, through April 30, 2023.

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. CONSENT CALENDAR

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

10.A MAY 2023 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 May 2023, starting check number 334089 and ending check number 334309.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 5th, 2023 through May 19th, 2023.

10.B ALCOHOL ENFORCEMENT AGREEMENT FOR PROJECT 23-CUP-01, FULL MOON THAI INC. (DBA: DEE THAI CUSISINE) LOCATED AT 592 W. MAIN STREET (TYPE 41: ON-SALE BEER & WINE - EATING PLACE)

RECOMMENDATION:

Staff recommends that the City Council:

Approve the Enforcement Agreement for Project No. 23-CUP-01, Full Moon Thai Inc. (dba: Dee Thai Cuisine) at 592 W. Main Street.

10.C AMERICAN RESCUE PLAN ACT (ARPA) BUDGET ALLOCATIONS

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Resolution No. 7467 establishing partial funding obligations associated with the City's disbursement of American Rescue Plan Act (ARPA) funds.

10.D PROFESSIONAL SERVICES AGREEMENT WITH HUNT DESIGN FOR A CITYWIDE WAYFINDING PROJECT

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute a Professional Services Agreement with Hunt Design to design a wayfinding signage package for the City of Santa Paula in an amount not to exceed $60,000; in a form approved by the City Attorney.

10.E **AUTHORIZATION TO SUBMIT A TRANSPORTATION CAPITAL APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM**

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Resolution No. 7465 authorizing the City of Santa Paula's participation in the USDOT Safe Streets and Roads for All (SS4A) program.

10.F **REQUEST FOR QUALIFICATIONS FOR CITYWIDE STREET MAINTENANCE SERVICES**

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Citywide Street Maintenance Services.

10.G **REQUEST FOR QUALIFICATIONS FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES**

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Citywide Traffic Signal Maintenance Services.

10.H **REQUEST FOR QUALIFICATIONS FOR CITYWIDE UTILITY REPAIR AND MAINTENANCE SERVICES**

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Citywide Utility Repair and Maintenance Services substantially in the form attached to this report as Exhibit A.

10.I **REQUEST FOR QUALIFICATIONS FOR WATER SYSTEM SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) MAINTENANCE SERVICES**

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Water System Supervisory Control & Data Acquisition (SCADA) Maintenance Services substantially in the form attached to this report as Exhibit A.

10.J **REQUEST FOR QUALIFICATIONS FOR WASTEWATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) MAINTENANCE SERVICES**

RECOMMENDATION:
Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Wastewater System Supervisory Control & Data Acquisition (SCADA) Maintenance Services.

10.K **FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT FOR VALLEY EXPRESS TRANSIT SERVICE AGREEMENT**
RECOMMENDATION:
Staff recommends that the City Council approve and authorize the City Manager to execute the First Amended and Restated Cooperative Agreement for Valley Express Transit Service.

10.L **WATER RECYCLING FACILITY POLYMER SUPPLY AGREEMENT**
RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a 3-year contract with Polydyne Inc. for the supply and delivery of polymer for the Santa Paula Water Recycling Facility.

10.M **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANT MCINTYRE AND ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES**
RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a second amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, extending the term through the end of fiscal year 2023/2024, from September 16, 2022 through June 30, 2024, and increasing the not-to-exceed amount to $96,000 + New Contract Amount.

10.N **ON-CALL PROFESSIONAL CONSULTING SERVICES - QUALIFIED CONSULTANTS LIST**
RECOMMENDATION:
Staff recommends that the City Council approve the shortlist of prequalified firms to provide on-call professional consulting services for a variety of public work functions.

10.O **AMENDMENTS TO VENTURA REGIONAL SANITATION DISTRICT OPERATION AND MAINTENANCE CONTRACTS**
RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 2 to VRSD Contract No. 21-004, Agreement for Wastewater Facility Operation, Management, and Maintenance Between City of Santa Paula and Ventura Regional Sanitation District (VRSD) contingent on VRSD Board

approval.

2. Authorize the City Manager to execute Amendment No. 3 to VRSD Contract No. 19-005, Wastewater Collection System and Stormwater Sewer System Maintenance Agreement By and Between the City of Santa Paula and Ventura Regional Sanitation District (VRSD) contingent on VRSD Board approval.

10.P **THIRD AMENDMENT TO UNION OIL BUILDING LEASE**

RECOMMENDATION:

1. Authorize the City Manager to execute the Third Amendment to the Lease with Union Oil Company of California (Union Oil) contingent on the approval of Union Oil.

Presented by: Monica Castillo, Interim City Attorney

10.Q **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TRIPEPI SMITH AND ASSOCIATES FOR MEDIA RELATIONS AND PUBLIC INFORMATION SERVICES**

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a second amendment to the professional services agreement with Tripepi Smith and Associates (TSA) for media relations and public information services, extending the term from July 1, 2023 to June 30, 2024, and increasing the total not-to-exceed amount to $100,000.

10.R **UNION OIL BUILDING PROPERTY SUBLEASE WITH VENTURA COUNTY FIRE PROTECTION DISTRICT**

RECOMMENDATION:

1. Authorize the City Manager to execute the proposed sublease with the Ventura County Fire Protection District contingent on the approval of Union Oil Company of California.

Presented by: Monica Castillo, Interim City Attorney

10.S **MEMORANDUM OF UNDERSTANDING WITH SEIU, LOCAL 721**

RECOMMENDATION:

(1) Approve Resolution No. 7460, approving the Memorandum of Understanding between the City of Santa Paula and the Service Employees International Union (SEIU) Local 721 for the period of July 1, 2023 through June 30, 2025.

10.T

2023-2025 MEMORANDUM OF UNDERSTANDING WITH THE SUPERVISORY & PROFESSIONAL ASSOCIATION

RECOMMENDATION:

(1) Approve Resolution No. 7462, approving the Memorandum of

Understanding between the City of Santa Paula and the Supervisory & Professional Association for the period of July 1, 2023 through June 30, 2025.

10.U

MEMORANDUM OF UNDERSTANDING WITH THE MID-MANAGEMENT ASSOCIATION

RECOMMENDATION:

(1) Approve Resolution No. 7461, approving the Memorandum of Understanding between the City of Santa Paula and the Mid-Management Association for the period of July 1, 2023 through June 30, 2025.

10.V **RESOLUTION NO. 7463 APPROVING EMPLOYMENT TERMS FOR EXECUTIVE MANAGEMENT TEAM**

RECOMMENDATION:

Adopt Resolution No.7463 approving employment terms for Unrepresented Employees, Executive Management, for the period of July 1, 2023 through June 30, 2025.

10.W **APPROVAL OF EMPLOYMENT BENEFITS FOR UNREPRESENTED: CONFIDENTIAL EMPLOYEES AND ADOTPION OF RESOLUTION NO. 7464 FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2025**

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No.7464, approving employment terms for Unrepresented: Confidential Employees, for the period of July 1, 2023 through June 30, 2025

11. PUBLIC HEARING

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

11.A

INTRODUCTION OF ORDINANCE NO. 1328 AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO RESTRICT THE USE OF BARBED WIRE AND RAZOR-EDGED FENCES

RECOMMENDATION:

Staff recommends the City Council:

1. Open the public hearing;
2. Receive testimonial and documentary evidence from the public, if any;

3. Close the public hearing; and
4. Introduce and waive first reading of proposed Ordinance No. 1328, entitled, "An Ordinance of the Santa Paula City Council Amending Chapter 16.21 of the Santa Paula Municipal Code to Include Restrictions on the Use of Barbed Wire and Razor-Edged Fences".

Presented by: Economic Community Development Director, James Mason

12. ACTION ITEMS

12.A COUNTY 150TH ANNIVERSARY SPONSORSHIP REQUEST

RECOMMENDATION:

Staff recommends City Council:

1. Consider a request to sponsor up to $25,000 of in-kind service costs for City services for the County of Ventura 150th Anniversary Celebration.

Presented by: Jonathan Royas, Management Analyst

12.B RESOLUTION APPROVING DIVERSITY EQUITY AND INCLUSION REPORT

RECOMMENDATION:

1. Adopt Resolution No.7470 approving the Diversity, Equity and Inclusion (DEI) Report, as developed by staff, and directing the Equity and Social Justice ad hoc committee to continue advising Council on the implementation of the DEI Report.

Presented by: Miguel Perez, Management Fellow

12.C CONSIDERATION OF AN AUTOMATED LICENSE PLATE READER (ALPR) POLICY AND THE WAIVER OF FORMAL BIDDING REQUIREMENTS ALLOWING PURCHASE OF FLOCK SAFETY ALPR CAMERAS FUNDED BY SLESA CAL-COPS FUNDS.

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the addition of Policy 434 - Automated License Plate Readers (ALPRs) to the Santa Paula Police Department Policy Manual;
2. Waive formal bidding requirements to award Flock Group, Inc. a contract for ALPR equipment and services by finding its bid, though not the lowest, is required and desirable for the reasons given in the staff report; and
3. Authorize the City Manager to execute an agreement with Flock Group Inc., in the amount of $58,850 for the purchase of ALPR equipment and services.

Presented by: Don Aguilar, Interim Chief of Police

12.D AFFORDABLE HOUSING TRUST FUND OVERSIGHT COMMITTEE AND OPERATIONAL GUIDELINES

RECOMMENDATION:

It is recommended that City Council:

- Adopt Resolution No. 7466 to establish the Affordable Housing Trust Fund Oversight Committee and adopt Operational Guidelines; and
- Take such additional, related action that may be desirable
-

Presented by: James Mason, Community & Economic Development Director

12.E **APPROVAL OF THE SANTA PAULA CITY COUNCIL 2-YEAR STRATEGIC PLAN FOR 2023-2025**
RECOMMENDATION:

Staff recommends City Council:

1. Receive a presentation from staff with an overview and status report of the 2021-2023 Strategic Plan and the proposed 2023-2025 Strategic Plan; and

2. Adopt Resolution No. 7468, establishing the City of Santa Paula Council 2-Year Strategic Plan for 2023-2025.

Presented by: Jonathan Royas, Management Analyst

12.F **BUDGET ADOPTION: FISCAL YEARS 2023/24 & 2024/25**
RECOMMENDATION:
Adopt Resolution 7471 to Approve the FY 2023/24 and FY 2024/25 Final Operating Budget for the City of Santa Paula and Adopting the FY 2023/24 and FY 2024/25 Capital Improvement Budget.

Presented by: Finance Director Christy Ramirez

12.G **THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT**
RECOMMENDATION:
Staff recommends that the City Council:

1. Approve the Third Amendment to the City Manager Employment Agreement with Dan Singer.
2. Direct the Interim City Attorney to prepare a side letter agreement, or similar mechanism, to apply a cost-of-living adjustment ("COLA") to Mr. Singer's base salary in parity with the COLA City grants to the Executive Management bargaining unit, if any.

Presented by: Monica Castillo, Interim City Attorney

13. ITEMS FOR FUTURE AGENDAS

14. 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: Donald Aguilar, Interim Police Chief

Subject: POLICE DEPARTMENT QUARTERLY REPORT

Date: June 21, 2023

Agenda Item: 7.B

RECOMMENDATION:

Staff Recommends that the City Council:

(1) Receive and file Police Department Quarterly Report, covering the period February 1, 2023, through April 30, 2023.

BACKGROUND:

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

ANALYSIS:

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

1. Crime Stats - Part I Crime Statistics
    1. Quarterly Statistics
    2. Year to Date
2. Calls for Service
    1. Quarterly Comparison
3. Training
    1. P.O.S.T. Audit
    2. Desirable & Essential Training
    3. Webinar Training
4. Department Project Upgrades Status
    1. Station/City Hall parking lot Security Fencing
    2. Mark 43 C.A.D. / R.MS. merger
5. Staffing
    1. Recruitment for Police Commander
    2. Recruitment for Police Cadet
    3. Recruitment for Community Service Officer

6. Accomplishments
    1. Dispatcher of the Year - Anabel Galvan
    2. Explorer of the Year - Juan Navarette
7. Engagement
    1. Main St. foot patrols
    2. Cruise Nights
8. Police Centennial
    1. Police Employees Luncheon
    2. Centennial BBQ
    3. History & Memorabilia display - Police Station

STRATEGIC PLAN:

The quarterly report provides a metric for Strategic Plan Goal E., Objective #2. E. Public Safety

Goal: Create 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.

Objective 5: Create a Police Department Strategic Plan that aligns with the current Strategic Plan

FISCAL IMPACTS:

None

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: MAY 2023 WARRANTS AND CERTIFICATIONS

Date: June 21, 2023

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for May 2023, starting check number 334089 and ending check number 334309.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 5th, 2023 through May 19th, 2023.

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 May 5th, 2023 through May 19th, 2023.

ANALYSIS:

See the attachments for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

1. Receive and file May 2023 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

May 2023 Warrants and Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **148095** **PAYROLL ENDING: 05/05/2023**
ENDING CHK #: **148108** **PAY DATE: 05/12/2023**

100	GENERAL FUND	$	332,802.06
104	GENERAL FUND-MEASURE T	$	77,541.99
280	STATE GAS TAX FUND	$	11,720.01
314	OFFICE OF TRAFFIC SAFETY		$3,002.97
405	AAA-AREA AGCY ON AG	$	1,265.64
610	SEWER ENTERPRISE FUND	$	10,110.84
620	WATER ENTERPRISE FUND	$	56,900.16
702	EQUIP. MAINT. FUND	$	10,526.99
		$	**503,870.66**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

6/13/23
JULIE LATSHAW - CITY CLERK DATED

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

PREPARED BY:

6/9/23
MARIA RENTERIA - PAYROLL SPECIALIST DATED

6/13/23
CHRISTY RAMIREZ - FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	7,552.01	332,802.06
104-GENERAL FUND-MEASURE T	6,095.64	77,541.99
280-STATE GAS TAX	298.05	11,720.01
314-OFF OF TRAFFIC SFTY(OTS)	33.50	3,002.97
405-AAA (AREA AGCY ON AGING)	59.25	1,265.64
610-SEWER	201.45	10,110.84
620-WATER	1,378.26	56,900.16
702-EQUIPMENT MAINTENANCE	245.00	10,526.99
Grand Total:	**15,863.16**	**503,870.66**

CERTIFICATION OF SALARIES

BEG. CHK #: **148109** **PAYROLL ENDING: 05/19/2023**
ENDING CHK #: **148123** **PAY DATE: 05/26/2023**

100	GENERAL FUND	$	349,524.80
104	GENERAL FUND-MEASURE T	$	74,894.60
280	STATE GAS TAX FUND	$	11,282.71
405	AAA-AREA AGCY ON AG	$	1,571.81
610	SEWER ENTERPRISE FUND	$	9,591.56
620	WATER ENTERPRISE FUND	$	57,261.47
702	EQUIP. MAINT. FUND	$	10,526.99
		$	**514,653.94**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 6/13/23
JULIE LATSHAW - CITY CLERK DATED

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

PREPARED BY:

Maria Renteria 6/12/23
MARIA RENTERIA - PAYROLL SPECIALIST DATED

6/13/23
CHRISTY RAMIREZ - FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	12,494.72	349,524.80
104-GENERAL FUND-MEASURE T	3,336.65	74,894.60
280-STATE GAS TAX	289.72	11,282.71
405-AAA (AREA AGCY ON AGING)	74.50	1,571.81
610-SEWER	192.17	9,591.56
620-WATER	1,355.32	57,261.47
702-EQUIPMENT MAINTENANCE	245.00	10,526.99
Grand Total:	**17,988.08**	**514,653.94**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	334089	THRU:	334175	DATED:	May 5, 2023
CHECK NO.:	334182	THRU:	334182	DATED:	May 12, 2023
CHECK NO.:	334190	THRU:	334309	DATED:	May 18, 2023
DRAFT:	992025	THRU:	992029	DATED:	May 3, 2023
DRAFT:	992030	THRU:	992030	DATED:	May 5, 2023
DRAFT:	992031	THRU:	992031	DATED:	May 10, 2023
DRAFT:	992032	THRU:	992032	DATED:	May 10, 2023
DRAFT:	992033	THRU:	992033	DATED:	May 10, 2023
DRAFT:	992034	THRU:	992038	DATED:	May 17, 2023
DRAFT:	992039	THRU:	992039	DATED:	May 19, 2023
DRAFT:	992040	THRU:	992040	DATED:	May 24, 2023
DRAFT:	992041	THRU:	992044	DATED:	May 31, 2023
VOIDED CHECK NO.:	334216	THRU:	334216	DATED:	May 18, 2023

COUNCIL MEETING DATE: June 14, 2023

AMOUNT OF CERTIFICATION: $ 2,378,210.91

DISTRIBUTION BY FUND

100	GENERAL FUND	$592,874.94
103	CABLE TELEVISION FUND	$3,247.50
104	PROF/CONTR SVCS-OTHER	$97,948.13
115	RECREATION PROGRAM	$4,217.85
205	NPDES STORMWATER QUALITY	$104.50
280	STATE GAS TAX	$47,292.51
282	LOCAL TRANSPORTATION-ART 3	$3,280.39
283	PROPOSITION 1B	$11,177.33
312	CA USED OIL BLOCK GRANT	$63.97
314	OFFICE OF TRAFFIC SAFETY	$2,251.25
405	AAA (AREA AGENCY ON AGING	$2,525.03
412	AMERICAN RESCUE PLAN	$193,891.11
500	HILLSBOROUGH OPEN SPACE MAINT	$1,765.00
503	GHAD-GEO HAZ ABATEMENT	$1,219.50
504	HARVEST CFD EA1	$4,600.00
600	REFUSE ENTERPRISE	$1,949.29
610	SEWER ENTERPRISE	$738,042.87
620	WATER ENTERPRISE	$570,657.26
702	EQUIPMENT MAINTENANCE FUND	$21,817.07
800	CASH DEPOSIT TRUST FUND	$57,296.44
803	HARDING PARK TRUST	$7,944.60
804	DLA FOR FORMER RDA	$14,044.37
		$2,378,210.91

No variance in amounts for report timeframe.

PREPARED BY: _____
FABIAN CASTELLON
ACCOUNTANT

REVIEWED BY: _____
CHRISTY RAMIREZ
FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: June 14, 2023

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

City of Santa Paula, CA

Check Report

By Check Number

Date Range: 05/01/2023 - 05/31/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE							
016166	21 CLETS, LLC.		05/04/2023	Regular	0.00	75.00	334089
0000268	Invoice	05/04/2023	Contract Amount for 1 student (4/19/23) THC		0.00	75.00	
010378	ALBERTSON'S/SAFEWAY		05/04/2023	Regular	0.00	1,537.51	334090
Through 04/26/20...	Invoice	05/04/2023	Various Purchases		0.00	1,537.51	
011513	ALVAREZ, LORENA		05/04/2023	Regular	0.00	220.90	334091
PER DIEM 03/16-1...	Invoice	05/04/2023	2023 Public Sector Employment Law San Die...		0.00	137.40	
REIMB 04/19/2023	Invoice	05/04/2023	St. Patrick's Day Employee Celeb. Finance Bu...		0.00	83.50	
015498	AMAZON CAPITAL SERVICES		05/04/2023	Regular	0.00	1,546.78	334092
1636-M343-3JQ9	Credit Memo	05/04/2023	Otterbox Pro Series Rugged Case Galaxy S21		0.00	-85.44	
1DLL-PKPV-V4Y9	Invoice	05/04/2023	Strider 14x Sport Balance Bicycle for Kids		0.00	216.49	
1QRF-TYVD-3KDP	Invoice	05/04/2023	APC Surge Protector with Extension Cord 15 ...		0.00	135.19	
1RMW-PC9W-C3...	Invoice	05/04/2023	Tripp Lite 1.4kW Single-Phase ATS/Switched ...		0.00	1,255.68	
1Y71-6MMG-T9LF	Invoice	05/04/2023	IEVITON 41080-6WP 6-PORT QUICKPORT W...		0.00	24.86	
011522	AQUA-TECH SERVICES		05/04/2023	Regular	0.00	270.00	334093
11888	Invoice	05/04/2023	Backflow Testing Water Department		0.00	180.00	
11889	Invoice	05/04/2023	Backflow Testing Buildings and Grounds		0.00	90.00	
011080	ARAMARK UNIFORM & CAREER APPAREL GROUP,		05/04/2023	Regular	0.00	29.09	334094
5020273379	Invoice	05/04/2023	182 S. Palm Ave - Mats		0.00	29.09	
016125	ARANDA, MIKE		05/04/2023	Regular	0.00	2,400.00	334095
0000012	Invoice	05/04/2023	Professional Service Agreement - Consultant...		0.00	2,400.00	
011297	ASSOCIATION OF WATER AGENCIES OF VENTURA		05/04/2023	Regular	0.00	1,080.00	334096
06-14808-	Invoice	05/04/2023	2023 Operator Tech Workshop - Various Em...		0.00	1,080.00	
011738	AT&T CALNET 3		05/04/2023	Regular	0.00	471.43	334097
000019830428	Invoice	05/04/2023	Monthly Charges 03/20/23 - 04/19/23		0.00	471.43	
015318	BADGER METER		05/04/2023	Regular	0.00	54,940.80	334098
1572011	Invoice	05/04/2023	Badger Meter Quotation#3415459		0.00	2,932.49	
1572012	Invoice	05/04/2023	Badger Meter Quotation#3415470		0.00	23,615.83	
1573774	Invoice	05/04/2023	Badger Meter Quotation#3409171		0.00	13,015.98	
1575828	Invoice	05/04/2023	Badger Meter Quotation#3409177		0.00	14,873.55	
80124946	Invoice	05/04/2023	Beacon MBL Hosting Serv Unit		0.00	502.95	
016062	BANNER BANK		05/04/2023	Regular	0.00	23,675.81	334099
16574-RET	Invoice	05/04/2023	Retention-Sewer Pipeline&Water Replacem...		0.00	23,675.81	
015218	BARAJAS, DAVID		05/04/2023	Regular	0.00	2,565.00	334100
1382	Invoice	05/04/2023	Trench and install conduit and install dusk		0.00	885.00	
1383	Invoice	05/04/2023	Cost for rental of lift for Teague Park lights		0.00	1,680.00	
015284	BEE SPECIALIST		05/04/2023	Regular	0.00	250.00	334101
69559	Invoice	05/04/2023	Bee Swarm Removal 6th St and Virginia Terr...		0.00	250.00	
011464	BUSINESS CARD		05/04/2023	Regular	0.00	23,717.03	334102
03/22/2023-04/21...	Invoice	05/04/2023	Credit Card Charges		0.00	23,717.03	
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA		05/04/2023	Regular	0.00	2,084.32	334103
8997-1049660	Invoice	05/04/2023	14W LED ED17 2500L 50K		0.00	2,084.32	
012390	CARDOZA, DANIEL HENRY		05/04/2023	Regular	0.00	240.00	334104

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Q1 2023	Invoice	05/04/2023	Reserve Office Stipend January-March 2023		0.00	240.00	
011336	CDCE INC.		05/04/2023	Regular	0.00	670.00	334105
136887-36	Invoice	05/04/2023	LEASE#136887 - FY 22/23 PAYMENTS		0.00	200.00	
138445-24	Invoice	05/04/2023	LEASE#138445 - FY 22/23 PAYMENTS		0.00	290.00	
139414-16	Invoice	05/04/2023	LEASE#139414 - FY 22/23 PAYMENTS		0.00	180.00	
015874	CHANDLER ASSET MANAGEMENT, INC.		05/04/2023	Regular	0.00	2,428.14	334106
2303SATAPAU	Invoice	05/04/2023	Investment Management Services		0.00	2,428.14	
015999	CHARTER COMMUNICATIONS HOLDING, LLC		05/04/2023	Regular	0.00	5.34	334107
0304065041523	Invoice	05/04/2023	970 E Ventura ST Annex 04/15/23 - 05/14/23		0.00	5.34	
010418	CORELOGIC SOLUTIONS, LLC		05/04/2023	Regular	0.00	140.00	334108
82169541	Invoice	05/04/2023	March 2023		0.00	140.00	
011149	COSTCO WHOLESALE		05/04/2023	Regular	0.00	404.64	334109
DPO#06884	Invoice	05/04/2023	Miscellaneous Items for Coffee W/City Man...		0.00	205.97	
REQ#12006	Invoice	05/04/2023	Social Media workshop, Admin/Council Suppl..		0.00	198.67	
011164	CRANE PRINTING		05/04/2023	Regular	0.00	831.36	334110
23544	Invoice	05/04/2023	#10 Window Envelopes, #10 Regular Envelo...		0.00	831.36	
016132	DXP ENTERPRISES, INC.		05/04/2023	Regular	0.00	2,445.68	334111
53608695	Invoice	05/04/2023	Grund 97751473 Kit, Valve/Diaph		0.00	2,445.68	
010149	EJS CONSTRUCTION		05/04/2023	Regular	0.00	142,254.81	334112
20001	Invoice	05/04/2023	Boys and Girls Club Restroom Remodel Proje...		0.00	38,601.41	
20001-R	Credit Memo	05/04/2023	5% Retainage BG Club Remodel		0.00	-1,930.07	
20002	Invoice	05/04/2023	Boys and Girls Club Restroom Remodel Proje...		0.00	111,140.50	
20002-R	Credit Memo	05/04/2023	5% Retainage BG Club Remodel		0.00	-5,557.03	
010395	FAMCON PIPE & SUPPLY, INC.		05/04/2023	Regular	0.00	952.38	334113
S100100095.001	Invoice	05/04/2023	NS02114 Reed #02114, 18" Smooth Jaw		0.00	416.13	
S100100095.002	Invoice	05/04/2023	NSC715 Cresent Brand Smooth Jaw		0.00	536.25	
010847	FARMERS IRRIGATION		05/04/2023	Regular	0.00	3,111.16	334114
18633	Invoice	05/04/2023	FY 22/23 Palm Yard Rent		0.00	3,111.16	
014348	FERRIS, SABRINA ZAN		05/04/2023	Regular	0.00	562.25	334115
April 2023	Invoice	05/04/2023	Yoga Instructor - Mat and Chair Yoga		0.00	562.25	
010440	FGL ENVIRONMENTAL, INC		05/04/2023	Regular	0.00	1,013.00	334116
302383A	Invoice	05/04/2023	LTB SERIES 15 TUBE		0.00	192.00	
302629A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	192.00	
304314A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	35.00	
304343A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	35.00	
304344A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	35.00	
304427A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	192.00	
304508A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	35.00	
304628A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	35.00	
304668A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	35.00	
304726A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	35.00	
304917A	Invoice	05/04/2023	LTB Series 15 Tube		0.00	192.00	
014342	FLOORING 101		05/04/2023	Regular	0.00	25,856.00	334117
CG215848	Invoice	05/04/2023	CARPET & TILE INSTALLATION		0.00	19,365.87	
CG216027	Invoice	05/04/2023	CARPET & TILE INSTALLATION		0.00	6,490.13	
015835	FLORES, ELIXEO		05/04/2023	Regular	0.00	113.75	334118
April 2023	Invoice	05/04/2023	Zumba Instructor		0.00	113.75	
012437	FMP UNIFORM CO.		05/04/2023	Regular	0.00	1,643.67	334119
16745	Invoice	05/04/2023	Elbeco Black Shield Jacket, Sew Patch on Item		0.00	166.46	
16754	Invoice	05/04/2023	Elbeco WMS Long Sleeve Wool SHirt, Pant-L...		0.00	585.08	

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16755	Invoice	05/04/2023	Cornerstone Polo Shirt, Sew Patch on Item		0.00	51.70	
16816	Invoice	05/04/2023	5.11 Men's PDU Cargo Pant, Pant Hem on It...		0.00	331.86	
16829	Invoice	05/04/2023	5.11 PDU Cargo Pant, Elbeco WMS Wash and..		0.00	508.57	
015972	FOUR STAR INVESTIGATIONS, LLC		05/04/2023	Regular	0.00	6,435.00	334120
Ref Det Virani Co...	Invoice	05/04/2023	Four Star Investigations Personnel Invest. SV...		0.00	6,435.00	
010432	FRANK'S PAINT & HARDWARE		05/04/2023	Regular	0.00	1,025.05	334121
375016	Invoice	05/04/2023	GAL RUSTO PRO OIL 100VOC SFTY YE, SAND ...		0.00	222.77	
375027	Invoice	05/04/2023	2" PVC SXS ELL.2" PVC 45 ELL, NAILS AND SC...		0.00	20.31	
375028	Invoice	05/04/2023	SATN BLK STOPRUST 12OZ		0.00	89.88	
375034	Invoice	05/04/2023	GBX-300 BX ARMOR CABLE CUTTER		0.00	61.24	
375101	Invoice	05/04/2023	WONDER-PRO ACRYLIC LATEX FLAT GL		0.00	48.91	
375136	Credit Memo	05/04/2023	5G RD TYPE 1 CAN W/FUN		0.00	-100.56	
375137	Invoice	05/04/2023	1337 GRADE STAKE 1X2X36		0.00	166.58	
375149	Invoice	05/04/2023	3/4 X 1/2 PVC BUSHING MXF		0.00	92.43	
375155	Invoice	05/04/2023	NUTS AND BOLTS		0.00	1.29	
375158	Invoice	05/04/2023	NUTS AND BOLTS. DIAMOND GRIT HOLE SAW		0.00	23.80	
375161	Invoice	05/04/2023	CONCRETE 90LB		0.00	97.32	
375176	Invoice	05/04/2023	NL CP 1/2 DRINKING FOUNTAIN		0.00	117.06	
375208	Invoice	05/04/2023	NUTS AND BOLTS X2, DRL BIT SDS 5/16X4X6		0.00	24.45	
375209	Invoice	05/04/2023	NUTS AND BOLTS D PACKAGE		0.00	10.35	
375245	Invoice	05/04/2023	RUBBER PALM WORK GLOVE LARGE, NITRILE...		0.00	38.07	
375248	Invoice	05/04/2023	725 1/2 PT Wet/Dry Blue Glove		0.00	32.33	
375259	Invoice	05/04/2023	CONCRETE 60LB		0.00	22.70	
375294	Invoice	05/04/2023	NUTS AND BOLTS, DRL BIT SDS 1/2X4X6		0.00	42.29	
375312	Invoice	05/04/2023	REDIMARK MARKER BLK		0.00	3.02	
375328	Invoice	05/04/2023	WD-40 SILICONE 300012/300011		0.00	10.81	
010441	FRUIT GROWERS SUPPLY CO		05/04/2023	Regular	0.00	80.43	334122
92376133	Invoice	05/04/2023	Clamp Repair 2.00" X 6.00" 2-Bolt		0.00	41.62	
92378965	Invoice	05/04/2023	BROOM PUSH QUICKIE SOFT SWEEP		0.00	38.81	
015222	GOODSUITE		05/04/2023	Regular	0.00	987.66	334123
INV182301	Invoice	05/04/2023	Service Period 03/18/2023 - 04/17/2023		0.00	987.66	
010481	GRAINGER		05/04/2023	Regular	0.00	342.54	334124
9669253479	Invoice	05/04/2023	PRESSURE GAGUE TEST 3 1/2 IN		0.00	342.54	
012800	GRANITE CONSTRUCTION COMPANY		05/04/2023	Regular	0.00	882.36	334125
2443840	Invoice	05/04/2023	1/2" HMA FINE B, ENERGY SURCHARGE, ENV...		0.00	185.31	
2443841	Invoice	05/04/2023	1/2" HMA FINE B, ENERGY SURCHARGE, ENV...		0.00	174.06	
2451054	Invoice	05/04/2023	1/2" HMA FINE B, ENERGY SURCHARGE, ENV...		0.00	178.08	
2455990	Invoice	05/04/2023	1/2" HMA FINE B		0.00	174.06	
2458041	Invoice	05/04/2023	1/2" HMA FINE B, ENERGY SURCHARGE, ENV...		0.00	170.85	
014369	GSI WATER SOLUTIONS, INC.		05/04/2023	Regular	0.00	10,509.28	334126
00694.010-8	Invoice	05/04/2023	FY 22-23 GROUND WATER MONITORING SE...		0.00	10,509.28	
014826	HERNANDEZ, LIZ		05/04/2023	Regular	0.00	195.00	334127
APRIL 2023	Invoice	05/04/2023	INSTRUCTOR PAYMENT FOLKLORICO		0.00	195.00	
010532	HOMB, KARL D		05/04/2023	Regular	0.00	3,247.50	334128
48854	Invoice	05/04/2023	Broadcasting Services for Feb-Apr 2023		0.00	3,247.50	
016127	HOMELAND LANGUAGE SERVICES LLC		05/04/2023	Regular	0.00	968.36	334129
2060	Invoice	05/04/2023	Interpreting Services		0.00	968.36	
010537	HOUSE SANITARY SUPPLY		05/04/2023	Regular	0.00	5,422.47	334130
276755-01	Invoice	05/04/2023	LR FUTURA 40X48 CLEAR		0.00	360.60	
276909	Invoice	05/04/2023	HAND DRYER XLERATOR BRUSH EA		0.00	2,254.03	
277249	Invoice	05/04/2023	DISP TOILET SEAT COVER, STAINLESS 6/CS		0.00	1,619.80	
277249-01	Invoice	05/04/2023	DISP TOILET SEAT COVER, STAINLESS 6/CS		0.00	1,188.04	

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015640	HUITT-ZOLLARS, INC.		05/04/2023	Regular	0.00	30,053.77	334131
3134730104	Invoice	05/04/2023	PSA-CANYON BOOSTER PUMP UPGRADE PR...		0.00	11,338.00	
3134740104	Invoice	05/04/2023	Task Order #4		0.00	18,715.77	
014988	INFRASCALE INC.		05/04/2023	Regular	0.00	1,590.92	334132
INV00760867	Invoice	05/04/2023	Service Period 04/30/2023 - 05/30/2023		0.00	1,590.92	
010580	INTERFACE CHILDREN FAMILY SVCS		05/04/2023	Regular	0.00	5,000.00	334133
5745	Invoice	05/04/2023	2-1-1 SERVICES - ANNUAL 7/1/22 - 6/30/23		0.00	5,000.00	
016216	Komax Systems, Inc		05/04/2023	Regular	0.00	2,798.00	334134
00040368	Invoice	05/04/2023	2-12" SCH40 316L SS Static Mixer		0.00	2,798.00	
012707	KOSMONT COMPANIES		05/04/2023	Regular	0.00	1,586.00	334135
2106.3-011	Invoice	05/04/2023	Pre-Meeting/Prep with City Council Closed ...		0.00	1,586.00	
011796	LANDS' END BUSINESS OUTFITTERS		05/04/2023	Regular	0.00	408.09	334136
SIN11147920	Invoice	05/04/2023	Shirt Order for Department - Finance		0.00	408.09	
013544	LARRY WALKER ASSOCIATES, INC.		05/04/2023	Regular	0.00	3,652.75	334137
00506.12-7	Invoice	05/04/2023	PSA Year 1 - FY 22/23		0.00	3,652.75	
016215	Lina A. Joedicker		05/04/2023	Regular	0.00	900.00	334138
2023009	Invoice	05/04/2023	Face Painting for Easter Event 04/01/23, 2 Ar..		0.00	900.00	
010061	LOWE'S		05/04/2023	Regular	0.00	86.98	334139
902445-KTZYJH	Invoice	05/04/2023	TBLT 25FT TAPE MEASURE, SALES TAX		0.00	86.98	
015633	M6 CONSULTING, INC.		05/04/2023	Regular	0.00	24,228.47	334140
2624	Invoice	05/04/2023	Encroachment Permit Services		0.00	6,113.47	
2635	Invoice	05/04/2023	Land Development Fee		0.00	5,550.00	
2636	Invoice	05/04/2023	Entitlement Review Fee		0.00	7,950.00	
2637	Invoice	05/04/2023	Land Development Fee		0.00	3,775.00	
2649	Invoice	05/04/2023	Building Plan Check fees, Hourly		0.00	840.00	
012109	MANAGED HEALTH NETWORK		05/04/2023	Regular	0.00	125.28	334141
PRM-080170	Invoice	05/04/2023	Managed Health Network Fees FY 22-23		0.00	125.28	
014436	MINER'S ACE HARDWARE		05/04/2023	Regular	0.00	1,210.37	334142
29631	Invoice	05/04/2023	GFCI ST RECPT 20A WHT, GFCI RECP OUTLT ...		0.00	189.36	
29745	Invoice	05/04/2023	KEYLS PLSTC LAMHOLDR WH		0.00	8.58	
29751	Invoice	05/04/2023	HAND TRUCK CONVRT 600LB		0.00	119.99	
29752	Invoice	05/04/2023	COMP ANG VALV 3/8X1/4 LF, NIPPLE 1/4X1-...		0.00	121.68	
29761	Invoice	05/04/2023	WIRE 12/2-NMWG 5, STAPLE METAL		0.00	82.77	
29781	Invoice	05/04/2023	KEYLS PLSTC LAMPHOILDR WH		0.00	12.54	
29790	Invoice	05/04/2023	GARDEN SPRAYER 2 GAL ACE		0.00	25.97	
29791	Credit Memo	05/04/2023	GARDEN SPRAYER 2 GAL ACE		0.00	-25.97	
29797	Invoice	05/04/2023	SCKT 1/4"DR 3/8" 6PTDP		0.00	3.89	
29799	Invoice	05/04/2023	6.4 OZ HP OIL SINGLE		0.00	8.64	
29833	Invoice	05/04/2023	POPLR DOWEL 7/8X48" BRN		0.00	78.97	
29890	Invoice	05/04/2023	M18 COMPACT VACUUM CL, M18 BACKPCK ...		0.00	465.45	
29940	Invoice	05/04/2023	FASTENERS X 4, CAR VENT CLIP COLL BREEZ		0.00	7.79	
29958	Invoice	05/04/2023	BLACK OXIDE BIT SET 21PC		0.00	25.71	
29961	Invoice	05/04/2023	FASTENERS X5		0.00	13.77	
29975	Invoice	05/04/2023	BLCKSMTH HMMR CROSS PEEN, FASTENERS		0.00	36.51	
29978	Invoice	05/04/2023	2X6X12 DF		0.00	12.01	
29990	Invoice	05/04/2023	FIT DISCONNECT TONG 3/4", SHARKBITE CAP..		0.00	22.71	
015907	MISSION SQUARE RETIREMENT		05/04/2023	Regular	0.00	375.00	334143
20230331-109-32...	Invoice	05/04/2023	Annual Plan Fee for period 04/01/2023 - 06/...		0.00	375.00	
011223	MUSCO SPORTS LIGHTING, LLC		05/04/2023	Regular	0.00	2,430.35	334144
407028	Invoice	05/04/2023	LAMP 1500W MH C4		0.00	2,430.35	

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016052	NATURAL GREEN LANDSCAPE, INC.		05/04/2023	Regular	0.00	36,470.00	334145
20882	Invoice	05/04/2023	Landscape Maintenance Agreement		0.00	5,450.00	
21057	Invoice	05/04/2023	Landscape Maintenance Agreement		0.00	5,450.00	
21269	Invoice	05/04/2023	Landscape Maintenance Agreement		0.00	5,450.00	
21402	Invoice	05/04/2023	Teague Park Additional 150LF of chainlink ins..		0.00	3,720.00	
21403	Invoice	05/04/2023	replaced section of chainlink fence along Ha...		0.00	4,800.00	
21404	Invoice	05/04/2023	Stump grind four Jacarandas, install 2 box M...		0.00	2,150.00	
21413	Invoice	05/04/2023	Removal of Large Oak Tree branch at Rec. Pa...		0.00	1,000.00	
21414	Invoice	05/04/2023	Removed one large Oak Tree that uprooted ...		0.00	3,000.00	
21441	Invoice	05/04/2023	Landscape Maintenance Agreement		0.00	5,450.00	
013872	NICKS POOL AND SPA SERVICE		05/04/2023	Regular	0.00	345.02	334146
23130401	Invoice	05/04/2023	GRANITE ABLL SERVICE, 3" CHLORINE TAB		0.00	345.02	
015335	PAVEMENT COATING CO.		05/04/2023	Regular	0.00	470.22	334147
CCusI001859	Invoice	05/04/2023	SS-1H 16.59 GL		0.00	88.96	
CCusI001862	Invoice	05/04/2023	SS-1H 11.85 GL		0.00	63.55	
CCusI001867	Invoice	05/04/2023	SS-1H 14.22 GL		0.00	76.25	
CCusI001870	Invoice	05/04/2023	SS-1H 16.59 GL		0.00	88.96	
CCusI001882	Invoice	05/04/2023	SS-1H 14.22 GL		0.00	76.25	
CCusI001904	Invoice	05/04/2023	SS-1H 14.22 GL		0.00	76.25	
014663	PHOENIX CIVIL ENGINEERING, INC.		05/04/2023	Regular	0.00	42,573.99	334148
22428	Invoice	05/04/2023	Task Order #4		0.00	350.00	
22429	Invoice	05/04/2023	PSA - Mesa Tank Replacement Poj.		0.00	18,361.25	
22430	Invoice	05/04/2023	Task Order #5		0.00	23,862.74	
014320	POLYDYNE, INC.		05/04/2023	Regular	0.00	51,023.94	334149
1720059	Invoice	05/04/2023	CLARIFLOC WE-1742		0.00	25,511.97	
1732325	Invoice	05/04/2023	CLARIFLOC WE-1742		0.00	25,511.97	
013594	POWERS ELECTRIC PRODUCTS CO.		05/04/2023	Regular	0.00	622.00	334150
76064	Invoice	05/04/2023	Powers Sounder W/200" of Cable		0.00	622.00	
014934	RAMIREZ, JOSHUA		05/04/2023	Regular	0.00	975.00	334151
April 2023	Invoice	05/04/2023	Payment for Classes - Tae Kwon Do		0.00	975.00	
014869	READYREFRESH BY NESTLE		05/04/2023	Regular	0.00	97.70	334152
03D0036339190	Invoice	05/04/2023	Water Service for Period 03/11/2023 - 04/10...		0.00	97.70	
010326	RED WING SHOE STORE		05/04/2023	Regular	0.00	225.00	334153
131-2-100734	Invoice	05/04/2023	D. Schultz - 6" Aluminum Toe, Multi Purpose		0.00	225.00	
011263	SANTA PAULA SELF STORAGE		05/04/2023	Regular	0.00	280.00	334154
12529	Invoice	05/04/2023	Rent Unit 102 - 05/01/2023 - 05/31/2023		0.00	280.00	
010711	SANTA PAULA TIMES		05/04/2023	Regular	0.00	50.00	334155
Saunier Renew 22..	Invoice	05/04/2023	Annual E-mail Subscription for C. Saunier		0.00	50.00	
014458	SHAH, KRISTEN		05/04/2023	Regular	0.00	1,029.60	334156
April 2023	Invoice	05/04/2023	Payment for Instructor - Preschool		0.00	1,029.60	
010795	SOUTHERN CALIFORNIA EDISON		05/04/2023	Regular	0.00	31,222.18	334157
03/20/23 - 04/17/..	Invoice	05/04/2023	Monthly Utility Charges		0.00	4,019.23	
2023 Mar-APR 2	Invoice	05/04/2023	Monthly Utility Charges		0.00	27,202.95	
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICAL (		05/04/2023	Regular	0.00	501.00	334158
220902327090 02...	Invoice	05/04/2023	Services Rendered		0.00	501.00	
011144	STAPLES, INC.		05/04/2023	Regular	0.00	104.60	334159
3535486308	Invoice	05/04/2023	MARS 12IN ARCHITECT SCALE, #1 PAPER CLIP		0.00	104.60	
015001	SYNAGRO-WWT, INC.		05/04/2023	Regular	0.00	38,443.50	334160
36774	Invoice	05/04/2023	FY 22-23 Biosolids Hauling Services Contract		0.00	14,158.29	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
37480	Invoice	05/04/2023	FY 22-23 Biosolids Hauling Services Contract		0.00	24,285.21	
012696	TORO ENTERPRISES, INC.		05/04/2023	Regular	0.00	449,840.54	334161
16574	Invoice	05/04/2023	HARVARD BLVD WATER & SEWER PIPELINE ...		0.00	449,840.54	
012070	TRAFFIC TECHNOLOGIES		05/04/2023	Regular	0.00	2,183.69	334162
43666	Invoice	05/04/2023	36X36 ALUM ENGINEER GRADE STOP SIGN		0.00	1,196.07	
43690	Invoice	05/04/2023	12X18 ALUM. ENGINEER GRADE		0.00	987.62	
011389	TYLER TECHNOLOGIES, INC		05/04/2023	Regular	0.00	9,209.19	334163
025-415591	Invoice	05/04/2023	ERP PRO MAINTENANCE 5/23 TP 5/24		0.00	9,209.19	
010278	US POSTAL SERVICE		05/04/2023	Regular	0.00	226.00	334164
PO BOX 1029 AN...	Invoice	05/04/2023	ANNUAL RENEWAL FOR PO BOC FOR UB PA...		0.00	226.00	
010903	USA BLUE BOOK		05/04/2023	Regular	0.00	790.22	334165
324953	Invoice	05/04/2023	3/8 TUBE X NPT FEMALE		0.00	115.90	
325136	Invoice	05/04/2023	3/8 TUBE X 1/2 NPT FEMALE		0.00	674.32	
010938	VENTURA COUNTY SHERIFF'S OFFICE		05/04/2023	Regular	0.00	3,144.00	334166
23-18266	Invoice	05/04/2023	SO CA HI-TECH TASK FORCE		0.00	3,144.00	
015375	VENTURA LOCKSMITHS		05/04/2023	Regular	0.00	888.40	334167
412231	Invoice	05/04/2023	TEAGUE PARK - LOCKS FOR KIOSK, LABOR		0.00	820.52	
D 412236	Invoice	05/04/2023	DUPLICATE BEST KEYS CT 1		0.00	67.88	
010975	VRSD		05/04/2023	Regular	0.00	86,461.37	334168
234302-3.31.23	Invoice	05/04/2023	WRF O&M SERVICES FY 22/23		0.00	86,461.37	
010978	VULCAN MATERIALS COMPANY		05/04/2023	Regular	0.00	453.49	334169
73599628	Invoice	05/04/2023	203 3C3 PG64-10, EVVIRONMENTAL FEE		0.00	237.75	
73601865	Invoice	05/04/2023	203 3C3 PG64-10, EVVIRONMENTAL FEE		0.00	215.74	
012556	WACHSMAN, STEPHEN D		05/04/2023	Regular	0.00	675.00	334170
3668	Invoice	05/04/2023	Repair Overhead Door with Broken Spring		0.00	675.00	
013539	WAGE WORKS, INC.		05/04/2023	Regular	0.00	218.40	334171
INV4949182	Invoice	05/04/2023	Wageworks FSA Admin Fee		0.00	109.20	
INV5084040	Invoice	05/04/2023	Wageworks FSA Admin Fee		0.00	109.20	
013344	WEST COAST AIR CONDITIONING		05/04/2023	Regular	0.00	26,825.00	334172
J16786	Invoice	05/04/2023	2 AC Units for WRF		0.00	26,825.00	
012905	WEST PUBLISHING CORPORATION		05/04/2023	Regular	0.00	351.21	334173
848097433	Invoice	05/04/2023	Online Software Subscription Charges		0.00	351.21	
013843	YOUNG, DUNCAN		05/04/2023	Regular	0.00	1,342.25	334174
April 2023	Invoice	05/04/2023	Instructor Payment - Gymnastics, Tiny Tots		0.00	1,342.25	
012728	ZAMBELLI FIREWORKS		05/04/2023	Regular	0.00	15,000.00	334175
519677	Invoice	05/04/2023	2023 Fireworks Show		0.00	15,000.00	
010795	SOUTHERN CALIFORNIA EDISON		05/12/2023	Regular	0.00	1,608.30	334182
03/20/2023 - 04/...	Invoice	05/12/2023	MONTHLY UTILITY CHARGES		0.00	1,608.30	
015508	101 ROOFING & CONSTRUCTION, INC.		05/18/2023	Regular	0.00	7,835.00	334190
400	Invoice	05/18/2023	Server room roof. Pressure wash roof from al..		0.00	4,675.00	
401	Invoice	05/18/2023	Furnish and install 2 new 14" tubular skyligh...		0.00	3,160.00	
016166	21 CLETS, LLC.		05/18/2023	Regular	0.00	1,175.00	334191
0000276	Invoice	05/18/2023	Temporary Holding Cell Course (6/21/23) 9 S...		0.00	675.00	
0000277	Invoice	05/18/2023	Contract amount for 5 student(7/19/23) THC...		0.00	500.00	
015448	ALL CITY MANAGEMENT SERVICES, INC.		05/18/2023	Regular	0.00	13,921.20	334192
85220	Invoice	05/18/2023	SCHOOL CROSSING GUARD SERVICES 04/16/...		0.00	13,921.20	

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011489	ALLIANT INSURANCE SERVICES, INC.		05/18/2023	Regular	0.00	6,373.00	334193
01/2022 - 01/2023	Invoice	05/18/2023	PREMIUM INSURANCE COSTS FOR 2022		0.00	6,373.00	
015498	AMAZON CAPITAL SERVICES		05/18/2023	Regular	0.00	696.85	334194
19DQ-16K9-6DP9	Invoice	05/18/2023	5 GALLON WATER DISPENSER BOTTOM LOA...		0.00	256.53	
1FWP-6FNR-433D	Invoice	05/18/2023	MILWAUKEE M18 48-11-1850 5.0 AH BATTE...		0.00	146.13	
1LKW-9J7X-3QKM	Invoice	05/18/2023	GOSPORTS BASEBALL AND SOFTBALL 5 PIECE..		0.00	146.00	
1M7M-RD7J-JCV1	Invoice	05/18/2023	OTTERBOX DEFENDER PRO SERIES RUGGED ...		0.00	90.84	
1Q3X-KVJK-4QCN	Invoice	05/18/2023	400 400S REPLACEMENT FILTER COMPATIBL...		0.00	57.35	
015175	ANDERSON REFRIGERATION, INC.		05/18/2023	Regular	0.00	3,599.03	334195
#4548678	Invoice	05/18/2023	CHEST FREEZER NOT WORKING INSIDE SENI...		0.00	224.54	
#4548698	Invoice	05/18/2023	TROUBLE SHOOT A/C UNIT FOR POLICE DEP...		0.00	3,374.49	
011080	ARAMARK UNIFORM & CAREER APPAREL GROUP,		05/18/2023	Regular	0.00	156.40	334196
5020273568	Invoice	05/18/2023	903 CORPORATION ST - MATS/SHOP TOWELS		0.00	64.44	
5020278904	Invoice	05/18/2023	970 E VENTURA ST - MATS		0.00	62.87	
5020283780	Invoice	05/18/2023	182 S PALM AVE - MATS		0.00	29.09	
016125	ARANDA, MIKE		05/18/2023	Regular	0.00	2,400.00	334197
0000013	Invoice	05/18/2023	Professional Service Agreement - Consultant...		0.00	2,400.00	
011297	ASSOCIATION OF WATER AGENCIES OF VENTURA		05/18/2023	Regular	0.00	1,080.00	334198
06-14808	Invoice	05/18/2023	2023 OPERATOR TECHNOLOGY WORKSHOP...		0.00	1,080.00	
016222	BALTAZAR, MARISELA		05/18/2023	Regular	0.00	428.00	334199
0003883	Invoice	05/18/2023	DEPOSIT REFUND FOR EVENT ON 04/22/2023		0.00	428.00	
016062	BANNER BANK		05/18/2023	Regular	0.00	6,617.56	334200
03-R1	Invoice	05/18/2023	Retention - Mesa Tank Replacement Project		0.00	6,617.56	
011231	BARON INDUSTRIES		05/18/2023	Regular	0.00	16.06	334201
01 688498	Invoice	05/18/2023	UNIT 224 -6/4 PL. TRL. CONN		0.00	16.06	
010030	BATTERY SYSTEMS INC.		05/18/2023	Regular	0.00	714.58	334202
37150418231059	Invoice	05/18/2023	DC105-12, COMMERCIAL CORE CHARGE, C...		0.00	714.58	
016225	BELL, RENEE		05/18/2023	Regular	0.00	177.60	334203
PER DIEM 4/3/23 -...	Invoice	05/18/2023	CPRS CONFERENCE SAN DIEGO CA		0.00	177.60	
015398	BUNNIN CHEVROLET OF SANTA PAULA		05/18/2023	Regular	0.00	205.00	334204
CTCS35007	Invoice	05/18/2023	#134 - REPROGRAM 6 KEYS, CUSTOMER PR...		0.00	205.00	
012679	CAL-STATE AUTO PARTS		05/18/2023	Regular	0.00	685.61	334205
816688	Invoice	05/18/2023	#274 - 88866272 BATTERY ASM, CALIF BATT ...		0.00	290.58	
817764	Invoice	05/18/2023	#403 - 88866254 BATTER ASM, CALIF BATT F...		0.00	118.82	
819422	Invoice	05/18/2023	#403 - 88866212 BATTERY ASM, CALIF BATT ...		0.00	137.76	
821241	Invoice	05/18/2023	F4TZ 9030 - C CAP ASY - FUEL TANK FILLER		0.00	12.06	
823604	Invoice	05/18/2023	#120 - 88866208 BATTERY ASM, CALIF BATT ...		0.00	126.39	
016120	CANYON SPRINGS ENTERPRISES		05/18/2023	Regular	0.00	125,733.72	334206
03	Invoice	05/18/2023	Mesa Tank Replacement Project		0.00	125,733.72	
016203	CAPITOL BARRICADE, INC.		05/18/2023	Regular	0.00	224.49	334207
152795	Invoice	05/18/2023	K-2061A-ST JUNCTION CABLE VER-MAC		0.00	224.49	
011089	CAROLLO ENGINEERS		05/18/2023	Regular	0.00	1,078.00	334208
FB31801	Invoice	05/18/2023	PSA- MAINTSTAR IMPLEMENTATION		0.00	445.00	
FB36500	Invoice	05/18/2023	PSA- MAINTSTAR IMPLEMENTATION		0.00	633.00	
011290	CARQUEST AUTO PARTS		05/18/2023	Regular	0.00	101.63	334209
7294-736932	Invoice	05/18/2023	OIL FILTER LD 1 EA C		0.00	101.63	
011312	CERTIFIED LABORATORIES		05/18/2023	Regular	0.00	321.84	334210
8205898	Invoice	05/18/2023	PREMALUBE RED, 35 LB, POLY (NO LINER) N...		0.00	321.84	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
015999	CHARTER COMMUNICATIONS HOLDING, LLC		05/18/2023	Regular	0.00	1,630.30	334211
0093783050123	Invoice	05/18/2023	970 E VENTURA ST - 05/01/2023 - 05/31/20...		0.00	156.31	
0460685042723	Invoice	05/18/2023	970 E VENTURA ST - 04/27/23 - 05/26/23		0.00	1,399.00	
0469363042323	Invoice	05/18/2023	431 N 13TH ST - 04/23/2023 - 05/22/2023		0.00	74.99	
016140	CHAVEZ, PEDRO		05/18/2023	Regular	0.00	424.07	334212
REQ11184	Invoice	05/18/2023	ELECTIONS CANDIDTATE STATEMENT REIMB		0.00	185.17	
TRAVEL 2/1/23 - 2...	Invoice	05/18/2023	2023 SOCAL NEW MAYORS AND COUNCIL A...		0.00	238.90	
010418	CORELOGIC SOLUTIONS, LLC		05/18/2023	Regular	0.00	140.00	334213
82171562	Invoice	05/18/2023	APRIL 2023		0.00	140.00	
010932	COUNTY OF VENTURA IT SERVICES		05/18/2023	Regular	0.00	1,797.83	334214
INV0271219	Invoice	05/18/2023	RADIO COMMUNICATIONS ISF ACCOUNT#2...		0.00	874.43	
INV0271225	Invoice	05/18/2023	COUNTY GEOGRAPHICAL INFORMATION SYS...		0.00	923.40	
011161	CRAGOE PEST SERVICES INC		05/18/2023	Regular	0.00	1,450.00	334215
218986	Invoice	05/18/2023	MILL PARK - BURROWING RODENT		0.00	40.00	
218987	Invoice	05/18/2023	OBREGON PARK SAN CLEMENTE - BURROWI...		0.00	35.00	
218989	Invoice	05/18/2023	SANTA PAULA CITY HALL - BURROWING ROD...		0.00	45.00	
218990	Invoice	05/18/2023	TEAGUE PARK HARVARD BLVD - BURROWIN...		0.00	45.00	
218991	Invoice	05/18/2023	VETERANS PARK 970 E VENTURA ST - BURR...		0.00	40.00	
220504	Invoice	05/18/2023	EBELL PARK 7TH AND MAIN - BURROWING ...		0.00	35.00	
220505	Invoice	05/18/2023	LAS PIEDRAS PARK - BURROWING RODENT		0.00	40.00	
220506	Invoice	05/18/2023	MANOR RIDGE SLOPES - BURROWING RODE...		0.00	55.00	
220995	Invoice	05/18/2023	RECREATION PARK HARVARD BLVD - BURR...		0.00	35.00	
222053	Invoice	05/18/2023	HARDING PARK - BURROWING RODENT		0.00	40.00	
222179	Invoice	05/18/2023	RECREATION PARK, HARVARD BLVD - BURR...		0.00	35.00	
222757	Invoice	05/18/2023	SANTA PAULA COMMUNITY CENTER - BURR...		0.00	22.50	
222848	Invoice	05/18/2023	MILL PARK - BURROWING RODENT		0.00	40.00	
222849	Invoice	05/18/2023	OBREGON PARK, SAN CLEMENTE - BURROW...		0.00	35.00	
222850	Invoice	05/18/2023	SANTA PAULA CITY HALL - BURROWING ROD...		0.00	45.00	
222851	Invoice	05/18/2023	TEAGUE PARK, HARVARD BLVD - BURROWI...		0.00	45.00	
222852	Invoice	05/18/2023	VETERANS PARK 970 E VENTURA ST - BURR...		0.00	40.00	
223343	Invoice	05/18/2023	HARDING PARK - BURROWING RODENT		0.00	40.00	
223988	Invoice	05/18/2023	SANTA PAULA COMMUNITY CENTER - BURR...		0.00	22.50	
224080	Invoice	05/18/2023	EBELL PARK 7TH AND MAIN - BURROWING ...		0.00	35.00	
224081	Invoice	05/18/2023	LAS PIEDRAS PARK - BURROWING RODENT		0.00	40.00	
224082	Invoice	05/18/2023	MANOR RIDGE SLOPES - BURROWING RODE...		0.00	55.00	
224866	Invoice	05/18/2023	HARDING PARK - BURROWING RODENT		0.00	40.00	
225447	Invoice	05/18/2023	SANTA PAULA COMMUNITY CENTER - BURR...		0.00	22.50	
226091	Invoice	05/18/2023	HARDING PARK - BURROWING RODENT		0.00	40.00	
226622	Invoice	05/18/2023	SANTA PAULA COMMUNITY CENTER - BURR...		0.00	22.50	
229570	Invoice	05/18/2023	RECREATION PARK HARVARD BLVD - BURR...		0.00	35.00	
230157	Invoice	05/18/2023	MILL PARK - BURROWING RODENT		0.00	40.00	
230159	Invoice	05/18/2023	SANTA PAULA CITY HALL- BURROWING ROD...		0.00	45.00	
230160	Invoice	05/18/2023	TEAGUE PARK HARVARD BL - BURROWING ...		0.00	45.00	
230161	Invoice	05/18/2023	VETERANS PARK 970 E VENTURA ST - BURR...		0.00	40.00	
231384	Invoice	05/18/2023	EBELL PARK 7TH AND MAIN - BURROWING ...		0.00	35.00	
231385	Invoice	05/18/2023	LAS PIEDRAS PARK N 13TH ST - BURROWING...		0.00	40.00	
231386	Invoice	05/18/2023	MANOR RIDGE SLOPES - BURROWING RODE...		0.00	55.00	
231798	Invoice	05/18/2023	HARDING PARK - BURROWING RODENT		0.00	40.00	
232418	Invoice	05/18/2023	SANTA PAULA COMMUNITY CENTER - BURR...		0.00	22.50	
233251	Invoice	05/18/2023	HARDING PARK - BURROWING RODENT		0.00	40.00	
234184	Invoice	05/18/2023	SANTA PAULA COMMUNITY CENTER - BURR...		0.00	22.50	
	Void		05/18/2023	Regular	0.00	0.00	334216
011164	CRANE PRINTING		05/18/2023	Regular	0.00	738.27	334217
23550	Invoice	05/18/2023	PERMIT AND RECEIPT 36001-36500 BUILDIN...		0.00	738.27	
013692	CROSSWHITE, JENNY		05/18/2023	Regular	0.00	191.03	334218

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REQ11184	Invoice	05/18/2023	ELECTIONS CANDIDATE STAQTEMENT REIMB		0.00	191.03	
015452	CROWN AWARDS		05/18/2023	Regular	0.00	1,339.69	334219
DPQ04896	Invoice	05/18/2023	CM44BARS/BASKETBALL MEDALS, ENGRAVI...		0.00	1,339.69	
014331	CULLIGAN WATER		05/18/2023	Regular	0.00	48.91	334220
1858250	Invoice	05/18/2023	COLLECTION EXP FEE, EQUIPMENT - POU C...		0.00	48.91	
012191	DATAPROSE, LLC		05/18/2023	Regular	0.00	1,192.73	334221
3P65901	Invoice	05/18/2023	HARVEST FESTIVAL BILLING INSERT		0.00	1,192.73	
011811	DE LAGE LANDEN		05/18/2023	Regular	0.00	1,996.87	334222
79799542	Invoice	05/18/2023	Copy Machine Annual Lease and Useage FY ...		0.00	227.53	
79799568	Invoice	05/18/2023	970 E VENTURA ST 5/1/23 - 5/31/23		0.00	1,769.34	
016226	DE LEON, GLORIA		05/18/2023	Regular	0.00	428.00	334223
0003712	Invoice	05/18/2023	DEPOSIT REFUND FOR EVENT ON APRIL 15, ...		0.00	428.00	
013267	DIAMOND A EQUIPMENT, LLC.		05/18/2023	Regular	0.00	68.21	334224
P06205	Invoice	05/18/2023	SWITCH IGNITION OX53E02		0.00	68.21	
013724	DIRECT TV		05/18/2023	Regular	0.00	110.24	334225
016698695X2304...	Invoice	05/18/2023	POLICE COMMAND POST 04/23/23 - 05/28/...		0.00	110.24	
013975	DODOS DESIGN - GARCIA, DAVID		05/18/2023	Regular	0.00	60.00	334226
8124	Invoice	05/18/2023	HEAT PRESS PRINT ONLY SAFETY VEST BLACK...		0.00	60.00	
015727	DURAN EQ CONSTRUCTION INC.		05/18/2023	Regular	0.00	800.00	334227
1329	Invoice	05/18/2023	DUGOUT: DEMO OLD ROTTED FASCIA BOAR...		0.00	800.00	
016156	EFUEL LLC		05/18/2023	Regular	0.00	8,950.85	334228
1349143	Invoice	05/18/2023	BILLING PERIOD 04/16/23 - 04/30/23		0.00	8,950.85	
011152	ELECTIONS DIVISION		05/18/2023	Regular	0.00	12,943.26	334229
221108-090	Invoice	05/18/2023	11/8/22 GUBERNATORIAL GENERAL ELECTI...		0.00	12,943.26	
013360	ENGEO INCORPORATED		05/18/2023	Regular	0.00	1,219.50	334230
281918	Invoice	05/18/2023	GHAD MANAGEMENT FY 22/23		0.00	1,219.50	
010385	ENVIRONMENTAL HEALTH DIVISION		05/18/2023	Regular	0.00	3,143.88	334231
IN0238725	Invoice	05/18/2023	APSA SURCHARGE, ABOVEGROUND PETROL...		0.00	3,143.88	
010395	FAMCON PIPE & SUPPLY, INC.		05/18/2023	Regular	0.00	16,053.73	334232
S100092188.001	Invoice	05/18/2023	NSA34RNL FORD #A34R-NL METER		0.00	643.50	
S100092385.001	Invoice	05/18/2023	FB11004NL BALL CORP, IP X CTS P.J.		0.00	84.92	
S100097097.002	Invoice	05/18/2023	NSA34RNL FORD #34R-NL METER		0.00	366.80	
S100097132.001	Invoice	05/18/2023	KV13444WNL STOP, FIP ANGLE METER 1"		0.00	685.33	
S100097136.001	Invoice	05/18/2023	C6644NL COUPLING IPS X IPS P.J., 1"		0.00	875.16	
S100101696.001	Invoice	05/18/2023	BC200D 2"STD BRASS LF COUPLING DOMEST...		0.00	965.25	
S100101762.001	Invoice	05/18/2023	BF060 FLANGE BLIND 6",6800 SET		0.00	349.10	
S100102140.001	Invoice	05/18/2023	NSFSC0886R, 3/4" FORD #FSC-088-6R		0.00	694.96	
S100102297.001	Invoice	05/18/2023	6800 SET, 6/8" BOLT AND NUT PLATED		0.00	3,245.21	
S100102298.001	Invoice	05/18/2023	FT080 8" DI FLG TEE		0.00	4,099.10	
S100102299.001	Invoice	05/18/2023	40606H HYD HONES J4060		0.00	4,044.40	
010847	FARMERS IRRIGATION		05/18/2023	Regular	0.00	3,302.15	334233
18696	Invoice	05/18/2023	FY 22/23 Palm Yard Rent		0.00	3,302.15	
010404	FENCE FACTORY SATICOY		05/18/2023	Regular	0.00	660.22	334234
445972	Invoice	05/18/2023	2 3/8 STRUCT - 10 FT, PS CAPS		0.00	660.22	
010440	FGL ENVIRONMENTAL, INC		05/18/2023	Regular	0.00	1,367.00	334235
305028A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305148A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305191A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	

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305194A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	32.00	
305205A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305299A	Invoice	05/18/2023	COLIFORM - COLILERT P/A		0.00	263.00	
305407A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305536A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305619A	Invoice	05/18/2023	COLIFORM - COLILERT P/A		0.00	433.00	
305622A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305671A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305672A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305677A	Invoice	05/18/2023	LTB SERIES 15 TUBE		0.00	35.00	
305819A	Invoice	05/18/2023	COLIFORM - COLILERT P/A		0.00	289.00	
010432	FRANK'S PAINT & HARDWARE		05/18/2023	Regular	0.00	187.31	334236
375374	Invoice	05/18/2023	7/8 DISCONNECTING CLIP, 1 DISCONECTING ...		0.00	5.61	
375393	Invoice	05/18/2023	1/2 PVC COUPLING TXT, 10 PAK CUT-OFF		0.00	14.39	
375402	Invoice	05/18/2023	1137 GRADE STAKE 1X2X36		0.00	40.46	
375431	Invoice	05/18/2023	HARDWARE CLOTH 1/2		0.00	12.08	
375463	Invoice	05/18/2023	1/2 X 1/4 GALV BUSHING		0.00	2.70	
375464	Invoice	05/18/2023	02300 2IN STIFF PUTTY KNIFE, ROLLER JUM...		0.00	27.90	
375491	Invoice	05/18/2023	522BP 4H MAX ALKALINE 9V 4PK		0.00	29.09	
375504	Invoice	05/18/2023	FLUSHOMETER WATERSAVER KIT		0.00	28.03	
375668	Invoice	05/18/2023	MACHETE W/SHEATH		0.00	27.05	
014061	FRONTIER COMMUNICATIONS		05/18/2023	Regular	0.00	3,122.00	334237
4/28/23 - 5/27/23	Invoice	05/18/2023	MONTHLY UTILITY CHARGES		0.00	2,322.00	
5/2/23 - 6/1/23	Invoice	05/18/2023	MONTHLY FIBER CHARGES		0.00	800.00	
010441	FRUIT GROWERS SUPPLY CO		05/18/2023	Regular	0.00	202.11	334238
92357559	Credit Memo	05/18/2023	COUPLER QUICK ALUM BARB 3.00, ADDAPT...		0.00	-48.97	
92380056	Invoice	05/18/2023	BOX VALVE ROUND 6.00" GREEN		0.00	6.23	
92381334	Invoice	05/18/2023	CHEST COOLER IGLOO PLAYMATE ELITE 18		0.00	38.59	
92381760	Invoice	05/18/2023	FERT 15-15-15 MIXED 50 LB		0.00	144.83	
92382043	Invoice	05/18/2023	BLADE ECHO BRUSH 8 X 20 MM		0.00	22.68	
92382854	Invoice	05/18/2023	ADAPTER PVC MALE 0.50 SCH 80		0.00	32.74	
92383709	Invoice	05/18/2023	NIPPLE PVC SCH80.0 0.50 X 3.00		0.00	6.01	
014639	GOLD COAST ENVIRONMENTAL		05/18/2023	Regular	0.00	2,922.75	334239
13563	Invoice	05/18/2023	TELEDYNE LASERFLOW METER - RENTAL UNI...		0.00	2,922.75	
010481	GRAINGER		05/18/2023	Regular	0.00	671.82	334240
9680855617	Invoice	05/18/2023	WELDING HELMET ZOMBIE GRAPHIC BLACK...		0.00	671.82	
012800	GRANITE CONSTRUCTION COMPANY		05/18/2023	Regular	0.00	341.49	334241
2455338	Invoice	05/18/2023	1/2 HMA FINE B, ENERGY SURCHARGE ENVI...		0.00	171.65	
2461994	Invoice	05/18/2023	1/2 HMA FINE B, ENERGY SURCHARGE ENVI...		0.00	169.84	
015765	GRAPHIX, LLC.		05/18/2023	Regular	0.00	1,922.50	334242
1438	Invoice	05/18/2023	FULL VEHICLE VINYL WRAP SENTENTIAL CHA...		0.00	1,879.20	
1609	Invoice	05/18/2023	VINYL DECALS EIN # KU6G83		0.00	43.30	
014427	HARRINGTON INDUSTRIAL PLASTICS		05/18/2023	Regular	0.00	4,505.79	334243
013C7151	Invoice	05/18/2023	3099 19X12X2 FILTER BLOWER MERV		0.00	4,505.79	
010527	HDL COREN & CONE		05/18/2023	Regular	0.00	3,037.50	334244
SIN027487	Invoice	05/18/2023	PROPERTY TAX CONTRACT SERVICES FY 22/23		0.00	3,037.50	
016127	HOMELAND LANGUAGE SERVICES LLC		05/18/2023	Regular	0.00	980.93	334245
2098	Invoice	05/18/2023	ONSITE INTERPRETING SERVICES		0.00	980.93	
010537	HOUSE SANITARY SUPPLY		05/18/2023	Regular	0.00	3,101.12	334246
277794	Invoice	05/18/2023	NABC DISIN 12/QT, TWIN JUMBO ROLL 10 TT		0.00	1,062.82	
277794-01	Invoice	05/18/2023	TWIN JUMBO ROLL 10 TT DISPENSER STAINL...		0.00	909.30	
278094	Invoice	05/18/2023	ABSOLUTE 112 H2ORANGE		0.00	1,129.00	

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010557	IIMC		05/18/2023	Regular	0.00	250.00	334247
#43656 06/30/20...	Invoice	05/18/2023	J. LATSHAW MEMBERSHIP RENEWAL ANNU...		0.00	250.00	
013711	INDEPENDENT ORDER OF ODD FELLOWS		05/18/2023	Regular	0.00	2,701.22	334248
JUNE 2023	Invoice	05/18/2023	FY 22/23 RENT		0.00	2,701.22	
011546	INTEGRATED WASTE MANAGEMENT DIVISION		05/18/2023	Regular	0.00	354.23	334249
854	Invoice	05/18/2023	HHW PARTICIPANTS, HHW ADMINISTRATION..		0.00	354.23	
012974	INTERNATIONAL CODE COUNCIL, INC.		05/18/2023	Regular	0.00	145.00	334250
Q15.000010503	Invoice	05/18/2023	ICC GOVERNMENTAL MEMBER RENEWAL		0.00	145.00	
010595	J & H ENGINEERING GENERAL CONTRACTOR, INC		05/18/2023	Regular	0.00	18,260.00	334251
3961	Invoice	05/18/2023	HARVARD BLVD. - MAINTENANCE WO#12		0.00	18,260.00	
015967	J. ARTHUR GUTIERREZ		05/18/2023	Regular	0.00	1,332.00	334252
1010	Invoice	05/18/2023	MET WITH ABESTOS REMEDIATION CONTRA...		0.00	650.00	
1011	Invoice	05/18/2023	MET WITH IT STAFF REGARDING CITY HALL ...		0.00	682.00	
016227	JACKSON, BRANDI		05/18/2023	Regular	0.00	428.00	334253
0002464	Invoice	05/18/2023	DEPOSIT REFUND FOR EVENT ON MARCH 25,..		0.00	428.00	
013483	JUAREZ, CARLOS		05/18/2023	Regular	0.00	186.24	334254
REQ11184	Invoice	05/18/2023	ELECTION CANDIDATE STATEMENT REIMBU...		0.00	186.24	
010629	KIMBALL MIDWEST		05/18/2023	Regular	0.00	334.34	334255
100971382	Invoice	05/18/2023	PRECISION TIG GLOVES, UPS GROUND		0.00	34.72	
100971528	Invoice	05/18/2023	SWITCHBLADE STRION, 1/8 SUPER PRIM DRI...		0.00	299.62	
011496	LEON'S TRANSMISSION SERVICES - RESEDA		05/18/2023	Regular	0.00	4,356.02	334256
623040027	Invoice	05/18/2023	#427 - 2012 CHEVROLET TAHOE PPV TRANS...		0.00	4,356.02	
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC		05/18/2023	Regular	0.00	960.00	334257
808569-20230430	Invoice	05/18/2023	DESKOFFICER ONLINE REPORTING SYSTEM ...		0.00	960.00	
013716	LIBERTY PARK WATER CO.		05/18/2023	Regular	0.00	73,000.00	334258
01/02/2023 INTER...	Invoice	05/18/2023	INTEREST PAYMENTS		0.00	73,000.00	
010061	LOWE'S		05/18/2023	Regular	0.00	957.95	334259
901313 - KXOMSF	Invoice	05/18/2023	44 G WHEELED BRUTE		0.00	97.72	
960457 - KXTXGF	Invoice	05/18/2023	BHK 18-IN SWAGING TOOL		0.00	48.51	
999870 - KXLHHK	Invoice	05/18/2023	MIL 2N1 150/300 LB FOLD U		0.00	811.72	
015118	MADRIGAL, CINDY		05/18/2023	Regular	0.00	18.89	334260
04/27/23 MILEAGE	Invoice	05/18/2023	MILEAGE TO AND FROM COSTCO		0.00	18.89	
013574	MAGNUM FENCE AND SECURITY INC.		05/18/2023	Regular	0.00	456.00	334261
14638	Invoice	05/18/2023	COMMERCIAL REPAIR. REMOVE AND REPLA...		0.00	456.00	
015442	MARIPOSA LANDSCAPES, INC.		05/18/2023	Regular	0.00	4,868.47	334262
102429	Invoice	05/18/2023	FY 22/23 HARDING PARK LANDSCAPING SER...		0.00	4,868.47	
015602	MATA, IVAN		05/18/2023	Regular	0.00	7,040.00	334263
1535	Invoice	05/18/2023	FY 22/23 JANITORIAL SVCS		0.00	7,040.00	
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC		05/18/2023	Regular	0.00	6,000.00	334264
109-2023-005	Invoice	05/18/2023	Amendment No. 1 - Legislative Advocacy Svcs		0.00	6,000.00	
014436	MINER'S ACE HARDWARE		05/18/2023	Regular	0.00	587.48	334265
29682	Invoice	05/18/2023	#466 - KEYS		0.00	12.96	
29780	Invoice	05/18/2023	FASTENERS		0.00	14.94	
29785	Invoice	05/18/2023	FASTENERS, SPADE BIT SPDBOR FLAT3/4		0.00	11.24	
29935	Invoice	05/18/2023	LITHIUM BATTERY 1632, BATTERY LITHIUM ...		0.00	42.16	
29944	Invoice	05/18/2023	FASTENERS		0.00	19.69	
29984	Invoice	05/18/2023	SCREWDRIVING SET 31PC		0.00	20.88	
30004	Invoice	05/18/2023	DIEHARD 140W PWR INVERTR		0.00	46.54	

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30021	Invoice	05/18/2023	VINEGAR WHITE DIST GAL		0.00	56.24	
30030	Invoice	05/18/2023	CLAMP 4-3/32 TO 6 SS		0.00	22.03	
30038	Invoice	05/18/2023	TAP CARDED 10MM-1.50MM		0.00	18.38	
30064	Invoice	05/18/2023	PACKING TAPE CLR 54.6YD		0.00	72.02	
30071	Invoice	05/18/2023	FASTENERS X 3		0.00	14.64	
30073	Invoice	05/18/2023	PADLOCK 1-3/16 BRASS		0.00	36.78	
30091	Invoice	05/18/2023	BIT SECURITY T10 TORX		0.00	16.82	
30092	Invoice	05/18/2023	CLEANING CLOTH WHITE 1LB		0.00	42.65	
30096	Invoice	05/18/2023	QUICKCHANGE BAR CLAMP 12		0.00	35.70	
30099	Invoice	05/18/2023	1/2 THREASDED COUPLING		0.00	6.04	
30100	Invoice	05/18/2023	1/2 CLAMP CONN		0.00	0.86	
30102	Invoice	05/18/2023	GREASE SPEC WD40 10OZ		0.00	45.42	
30152	Invoice	05/18/2023	GRIP WRENCH SET 2PC		0.00	23.36	
30185	Invoice	05/18/2023	SCKT RTCHT 1/2 DR QCKRLS		0.00	28.13	
016052	NATURAL GREEN LANDSCAPE, INC.		05/18/2023	Regular	0.00	2,725.00	334266
21529	Invoice	05/18/2023	LATERAL LINE TIE-IN FOR TWO (2) OAKS MILL..		0.00	875.00	
21558	Invoice	05/18/2023	ADDED NEW MAIN LINE OT WATER FIG TREE...		0.00	1,100.00	
21560	Invoice	05/18/2023	FIXED 3 INCH MAIN LINE AND 3/4 INCH QUI...		0.00	750.00	
012691	O'REILLY AUTOMOTIVE STORES, INC.		05/18/2023	Regular	0.00	1,349.03	334267
3129-454409	Invoice	05/18/2023	#467 - QT MYSTERY OIL		0.00	21.63	
3129-456689	Invoice	05/18/2023	#285 - ULTRA STAT, OUTLET SEAL		0.00	8.57	
3129-457080	Invoice	05/18/2023	#285 - OUTLET SEAL		0.00	2.26	
3129-457206	Invoice	05/18/2023	#406 - OIL FILTER		0.00	154.87	
3129-457234	Invoice	05/18/2023	#254 - OIL FILTER		0.00	30.28	
3129-457235	Invoice	05/18/2023	#427 - OIL FILTER		0.00	30.28	
3129-457236	Invoice	05/18/2023	#434 - OIL FILTER		0.00	42.72	
3129-457237	Invoice	05/18/2023	#419 - OIL FILTER		0.00	49.58	
3129-458207	Invoice	05/18/2023	#119 - CERAMIC PADS		0.00	162.36	
3129-458255	Invoice	05/18/2023	#232 - ABS RELAY		0.00	18.55	
3129-458391	Invoice	05/18/2023	#427 - ALTERNATOR		0.00	152.98	
3129-458405	Invoice	05/18/2023	#119 - BRAKE SHOES		0.00	46.42	
3129-458788	Invoice	05/18/2023	#117 - MIRROR REPR		0.00	15.14	
3129-458813	Invoice	05/18/2023	#117 - OIL FUNNEL		0.00	80.09	
3129-458925	Invoice	05/18/2023	#269 - 16AZHIMIMOTO		0.00	15.14	
3129-459984	Invoice	05/18/2023	#421 - 48MMX32M TAPE		0.00	9.10	
3129-460052	Invoice	05/18/2023	#289 - PIGTAIL/SCKT		0.00	90.37	
3129-460053	Invoice	05/18/2023	#289 - KEY BATTERY		0.00	8.65	
3129-460208	Invoice	05/18/2023	#263 - TRUFLEX BELT		0.00	9.53	
3129-460977	Invoice	05/18/2023	#423 - 1QT TRANS FLD		0.00	142.76	
3129-461029	Invoice	05/18/2023	#423 - LUG NUT		0.00	4.14	
3129-461902	Invoice	05/18/2023	GL-WIPER FLD		0.00	42.74	
3129-461983	Invoice	05/18/2023	#406 - TPMS SENSOR		0.00	210.87	
013507	OXNARD POLICE DEPARTMENT		05/18/2023	Regular	0.00	200.00	334268
DEPOSIT 08/11/23.	Invoice	05/18/2023	DEPOSIT FOR 2023 OXNARD POLICE EXPLOR...		0.00	200.00	
012844	PARKHOUSE TIRE SERVICES, INC.		05/18/2023	Regular	0.00	1,890.37	334269
4020172872	Invoice	05/18/2023	P255/70R16 111T FST DEST LE3		0.00	555.01	
4020172932	Invoice	05/18/2023	225/70R19.5 G BST R238 N		0.00	1,335.36	
015335	PAVEMENT COATING CO.		05/18/2023	Regular	0.00	671.65	334270
CCusI001842	Invoice	05/18/2023	SS-1H 30.81 GL		0.00	165.22	
CCusI001846	Invoice	05/18/2023	SS-1H 15 GL		0.00	176.96	
CCusI001848	Invoice	05/18/2023	SS-1H 15 GL		0.00	176.96	
CCusI001921	Invoice	05/18/2023	SS-1H 16.59 GL		0.00	88.96	
CCusI001927	Invoice	05/18/2023	SS-1H 11.85 GL		0.00	63.55	
014663	PHOENIX CIVIL ENGINEERING, INC.		05/18/2023	Regular	0.00	105,727.90	334271
22431	Invoice	05/18/2023	HARVARD BLVD. WATER AND SEWER PIPELI...		0.00	40,583.80	
22457	Invoice	05/18/2023	PSA - Mesa Tank Replacement Poj.		0.00	21,829.85	

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22460	Invoice	05/18/2023	Task Order #5		0.00	4,060.00	
22462	Invoice	05/18/2023	HARVARD BLVD. WATER AND SEWER PIPELI...		0.00	39,254.25	
010774	PROFESSIONAL POLICE SUPPLY		05/18/2023	Regular	0.00	1,022.50	334272
INV393837	Invoice	05/18/2023	WHELEN RESPONDER LP SERIES, LIGHTBAR P...		0.00	511.25	
INV393838	Invoice	05/18/2023	WHELEN RESPONDER LP SERIES, LIGHTBAR P...		0.00	511.25	
011781	RAMIREZ, JOSE FRANCISCO		05/18/2023	Regular	0.00	345.28	334273
PER DIEM 04/24/...	Invoice	05/18/2023	REIMBURSEMENT FOR SOUTH LAKE TAHOE ...		0.00	345.28	
015016	RAMOS LINARES, WILFREDO		05/18/2023	Regular	0.00	4,900.00	334274
13597	Invoice	05/18/2023	WEED ABATEMENT AT BARRANCA MAIN ST ...		0.00	4,900.00	
014869	READYREFRESH BY NESTLE		05/18/2023	Regular	0.00	67.72	334275
03E0036339190	Invoice	05/18/2023	WATER SERVICE FOR PERIOD 04/11/23 - 05/...		0.00	67.72	
010326	RED WING SHOE STORE		05/18/2023	Regular	0.00	225.00	334276
20230504021596	Invoice	05/18/2023	M. PEREZ - BOOTS		0.00	225.00	
015844	SAFARILAND, LLC		05/18/2023	Regular	0.00	2,977.09	334277
I010-479749	Invoice	05/18/2023	Body Armor		0.00	2,977.09	
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC)		05/18/2023	Regular	0.00	12,500.00	334278
JUNE 2023	Invoice	05/18/2023	FY 22/23 SERVICES		0.00	12,500.00	
010689	SANTA PAULA CHAMBER OF COMMERCE		05/18/2023	Regular	0.00	2,500.00	334279
1639	Invoice	05/18/2023	STATE OF THE CITY/CHAMBER AWARDS		0.00	2,500.00	
010711	SANTA PAULA TIMES		05/18/2023	Regular	0.00	446.50	334280
APRIL 2023	Invoice	05/18/2023	VARIOUS ADS FOR APRIL 2023		0.00	446.50	
011640	SATCOM GLOBAL, INC.		05/18/2023	Regular	0.00	106.06	334281
AS05230047	Invoice	05/18/2023	ISATPHONE PRO 16827485, 16827482		0.00	106.06	
014804	SERVICE TECH		05/18/2023	Regular	0.00	1,166.55	334282
17917-INV	Invoice	05/18/2023	BENDPAK HDS HAS A LOCKING ISSUE		0.00	1,166.55	
015368	SINGER, DAN		05/18/2023	Regular	0.00	110.10	334283
PER DIEM 2/1/23 -...	Invoice	05/18/2023	2023 SOCAL NEW MAYORS AND COUNCIL M...		0.00	110.10	
013909	SITEONE LANDSCAPE SUPPLY, LLC		05/18/2023	Regular	0.00	993.75	334284
129197019-001	Invoice	05/18/2023	HUNTER I-25 ADJUSTABLE STAINLESS STEEL ...		0.00	953.97	
129197690-001	Invoice	05/18/2023	RAIN BIRD SPRAY HEAD PULL UP TOOL		0.00	39.78	
010785	SMART & FINAL		05/18/2023	Regular	0.00	367.76	334285
0062 05/17/23	Invoice	05/18/2023	FIRST STREET VINEGAR 1 GAL X 40		0.00	104.70	
0096 05/02/23	Invoice	05/18/2023	CONGREGATE - LIBMAN ANGLE BROOM WI...		0.00	168.21	
0097 05/02/23	Invoice	05/18/2023	HDM DAWN DISH DETERGENT WITH PUMP		0.00	26.91	
0098 05/02/23	Invoice	05/18/2023	CONGREGATE - CRYSTAL LIGHT LEMONADE		0.00	67.94	
011524	SOLID WASTE SOLUTIONS		05/18/2023	Regular	0.00	2,126.75	334286
317	Invoice	05/18/2023	FY 22/23 SOLID WASTE & PROJECT MGMT S...		0.00	2,126.75	
010795	SOUTHERN CALIFORNIA EDISON		05/18/2023	Regular	0.00	64,427.08	334287
2023 APR-MAY 1	Invoice	05/18/2023	MONTHLY UTILITY CHARGES		0.00	64,427.08	
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICAL (		05/18/2023	Regular	0.00	65.00	334288
220902327090 04...	Invoice	05/18/2023	SERVICES RENDERED		0.00	65.00	
015809	STANDARD SITE RENTALS INC.		05/18/2023	Regular	0.00	127.48	334289
3614	Invoice	05/18/2023	MONTHLY RENTAL FEE 05/01/23 - 05/28/23		0.00	127.48	
011144	STAPLES, INC.		05/18/2023	Regular	0.00	164.36	334290
3536487377	Invoice	05/18/2023	STPLS RY23 VERTWALL CALNDR 8X11		0.00	164.36	
016177	STEIGER, JEFFREY S.		05/18/2023	Regular	0.00	4,000.00	334291

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
JUNE 2023	Invoice	05/18/2023	Mesa Tank - Temporary Construction Easem...		0.00	4,000.00	
015285	SUPERIOR PRINTING & GRAPHICS		05/18/2023	Regular	0.00	60.09	334292
3370	Invoice	05/18/2023	BUSINESS CARDS J. FRANCISCO RAMIREZ A.		0.00	60.09	
015728	THE COUNSELING TEAM INTERNATIONAL		05/18/2023	Regular	0.00	2,000.00	334293
86349	Invoice	05/18/2023	Employee Support Services		0.00	2,000.00	
015603	TRAFFIC MANAGEMENT, INC.		05/18/2023	Regular	0.00	690.00	334294
961187	Invoice	05/18/2023	CLOSED RENTAL ITEM - RETURNED CMS ME...		0.00	690.00	
012070	TRAFFIC TECHNOLOGIES		05/18/2023	Regular	0.00	172.07	334295
43815	Invoice	05/18/2023	HARDWARE 2/12 U-BOLT		0.00	95.59	
43861	Invoice	05/18/2023	HARDWARE 2 INCH U BOLT		0.00	76.48	
014853	TRI-COUNTY RHINO		05/18/2023	Regular	0.00	2,501.00	334296
12719	Invoice	05/18/2023	BAKFLIP FOLDING COVER MX4 2022 FORD R...		0.00	1,259.75	
12845	Invoice	05/18/2023	ACCS UWS TB-60 GULLWING NON DEEP		0.00	566.25	
12860	Invoice	05/18/2023	RHINO LABOR		0.00	675.00	
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.		05/18/2023	Regular	0.00	7,350.00	334297
10093	Invoice	05/18/2023	PSA- 01/01/2022		0.00	3,675.00	
9919	Invoice	05/18/2023	PSA- 01/01/2022		0.00	3,675.00	
011389	TYLER TECHNOLOGIES, INC		05/18/2023	Regular	0.00	19,181.84	334298
025-420240	Invoice	05/18/2023	ANNUAL FEES 6/1/2023 - 5/31/2024		0.00	19,181.84	
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN CA		05/18/2023	Regular	0.00	159.81	334299
22-2303725	Invoice	05/18/2023	CA STATE FEE FOR REGULATORY COSTS		0.00	41.31	
420230199	Invoice	05/18/2023	CSP90 NEW TICKET CHARGES		0.00	118.50	
010883	U-RENT INC		05/18/2023	Regular	0.00	287.90	334300
778670-5	Invoice	05/18/2023	GRINDER, STUMP TRACK 19 INCH #13		0.00	163.46	
778835-5	Invoice	05/18/2023	PROPANE SALES		0.00	124.44	
010903	USA BLUE BOOK		05/18/2023	Regular	0.00	4,050.54	334301
342895	Invoice	05/18/2023	USA BLUEBOOK GLASS FIBER, USABB PH BUF...		0.00	2,671.27	
INV00002628	Invoice	05/18/2023	WIKA UPT-20 0 TO 30 PSIG PRESS		0.00	1,379.27	
015186	VENTURA COUNTY AUTO SUPPLY, INC.		05/18/2023	Regular	0.00	58.00	334302
1016-047627	Invoice	05/18/2023	#228 - M C LAMP		0.00	33.00	
1016-047974	Invoice	05/18/2023	#204 -SS LED CHRM PLATE LMP		0.00	19.59	
1016-047980	Invoice	05/18/2023	#289 - TOGGLE 6A 125V AC		0.00	5.41	
015375	VENTURA LOCKSMITHS		05/18/2023	Regular	0.00	1,807.85	334303
EZ 032023-3	Invoice	05/18/2023	COMMERCIAL CABINET LOCK, LABOR		0.00	612.26	
EZ 041923-2	Invoice	05/18/2023	RAILROAD PARK DUPLICATE BEST KEYS		0.00	840.59	
EZ 041923-3	Invoice	05/18/2023	ROCK PARK LABOR TO STAMP 10 KEYS PER D...		0.00	355.00	
010952	VENTURA TROPHY COMPANY		05/18/2023	Regular	0.00	17.24	334304
68104	Invoice	05/18/2023	PEDRO CHAVEZ COUNCILMEMEBER CITY OF ...		0.00	17.24	
011539	VERIZON WIRELESS		05/18/2023	Regular	0.00	3,199.69	334305
9933066551	Invoice	05/18/2023	MONTHLY SERVICE CHARGES 03/22/23 - 04/...		0.00	3,199.69	
011258	VIC'S PLUMBING SUPPLY, INC.		05/18/2023	Regular	0.00	432.89	334306
897399	Invoice	05/18/2023	EVERPURE H-300 NXT CARTIDGE		0.00	432.89	
013550	WHITE CAP, L.P.		05/18/2023	Regular	0.00	1,548.73	334307
10017940386	Invoice	05/18/2023	5GAL CLEAR BUCKET PRIVATE LABEL, 6' INTE...		0.00	1,548.73	
011010	WILLDAN ENGINEERING		05/18/2023	Regular	0.00	3,275.00	334308
010-54466	Invoice	05/18/2023	HARVEST DISTRICT 1 TAX BONDS SERIES 2020		0.00	1,600.00	
010-54567	Invoice	05/18/2023	PSA - DIF and User Fee Study		0.00	1,675.00	
016027	YUNEX LLC		05/18/2023	Regular	0.00	2,120.43	334309

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
5610283374	Invoice	05/18/2023	MWO #43		0.00	1,409.64	
5620042640	Invoice	05/18/2023	MWO #43		0.00	710.79	
013539	WAGE WORKS, INC.		05/10/2023	Bank Draft	0.00	7.75	992032
WAGEWORKS INV...	Invoice	05/10/2023	WAGEWORKS INV#5147375		0.00	7.75	
010880	U S BANK TRUST NATIONAL ASSOC		05/10/2023	Bank Draft	0.00	14,044.37	992033
2277825	Invoice	05/10/2023	PROJECT TAX ALLOCATION BONDS SER 1994 ...		0.00	14,044.37	
015506	PAYMENTUS GROUP, INC.		05/19/2023	Bank Draft	0.00	10,996.75	992039
INV-15-134179	Invoice	05/19/2023	TRANSACTION FEES FOR APRIL 2023		0.00	10,996.75	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	484	207	0.00	1,842,672.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	3	3	0.00	25,048.87
EFT's	0	0	0.00	0.00
	487	**211**	**0.00**	**1,867,721.64**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: PY-PAYROLL							
011688	CALIFORNIA STATE DISBURSEMENT UNIT		05/02/2023	Regular	0.00	619.37	334076
INV0015655	Invoice	04/28/2023	G82 200000000935917		0.00	60.00	
INV0015711	Invoice	04/28/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0015712	Invoice	04/28/2023	G83 200000002140068		0.00	259.38	
INV0015713	Invoice	04/28/2023	G86 - 200000002339903		0.00	174.92	
016209	EMPOWER ANNUITY INSURANCE COMPANY OF AI		05/02/2023	Regular	0.00	600.00	334077
INV0015648	Invoice	04/28/2023	EMPWR - MASS MUTUAL PLAN - 744286-01		0.00	600.00	
010553	ICMA RETIREMENT TRUST-457		05/02/2023	Regular	0.00	10,789.77	334078
INV0015649	Invoice	04/28/2023	DCI		0.00	5,417.77	
INV0015657	Invoice	04/28/2023	DCI		0.00	2,500.00	
INV0015658	Invoice	04/28/2023	DCI		0.00	225.00	
INV0015705	Invoice	04/28/2023	DCI		0.00	2,647.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		05/02/2023	Regular	0.00	1,088.31	334079
INV0015672	Invoice	04/28/2023	PTR - PART TIME RETIREMENT		0.00	1,088.31	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		05/02/2023	Regular	0.00	2,160.00	334080
INV0015638	Invoice	04/28/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0015696	Invoice	04/28/2023	AP-ASSOCIATION DUES		0.00	2,100.00	
010291	SEIU LOCAL 721		05/02/2023	Regular	0.00	536.60	334081
INV0015636	Invoice	04/28/2023	SEIU 998		0.00	69.00	
INV0015637	Invoice	04/28/2023	SEIU 998 - VOTING MEMBERS		0.00	418.75	
INV0015643	Invoice	04/28/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		05/02/2023	Regular	0.00	13.00	334082
INV0015690	Invoice	04/28/2023	UW - UNITED WAY		0.00	9.00	
INV0015739	Invoice	04/28/2023	UW - UNITED WAY		0.00	4.00	
010331	RELIANCE STANDARD LIFE INSURANCE		05/09/2023	Regular	0.00	4,861.72	334176
CM0000328	Credit Memo	04/13/2023	LTD111646		0.00	-0.05	
CM0000333	Credit Memo	04/13/2023	LTD111646		0.00	-0.01	
INV0015518	Invoice	04/14/2023	AD&D		0.00	105.70	
INV0015539	Invoice	04/14/2023	GROUP LIFE GL164671		0.00	422.80	
INV0015542	Invoice	04/14/2023	POLICY: VAR203005 LTD		0.00	7.50	
INV0015543	Invoice	04/14/2023	LTD111646		0.00	903.72	
INV0015578	Invoice	04/14/2023	AD&D		0.00	61.25	
INV0015597	Invoice	04/14/2023	GROUP LIFE GL164671		0.00	245.00	
INV0015598	Invoice	04/14/2023	POLICY: VAR203005 LTD		0.00	22.50	
INV0015599	Invoice	04/14/2023	LTD111646		0.00	758.35	
INV0015635	Invoice	04/28/2023	AD&D		0.00	105.70	
INV0015656	Invoice	04/28/2023	GROUP LIFE GL164671		0.00	422.80	
INV0015659	Invoice	04/28/2023	POLICY: VAR203005 LTD		0.00	7.50	
INV0015660	Invoice	04/28/2023	LTD111646		0.00	833.42	
INV0015695	Invoice	04/28/2023	AD&D		0.00	61.25	
INV0015714	Invoice	04/28/2023	GROUP LIFE GL164671		0.00	245.00	
INV0015715	Invoice	04/28/2023	POLICY: VAR203005 LTD		0.00	22.50	
INV0015716	Invoice	04/28/2023	LTD111646		0.00	636.63	
ROUNDING ADJ ...	Invoice	04/30/2023	ROUNDING ADJ MAY COV 2023		0.00	0.16	
011103	COLONIAL LIFE & ACCIDENT		05/09/2023	Regular	0.00	2,714.86	334177
INV0015524	Invoice	04/14/2023	Colonial Life Ins.		0.00	420.03	
INV0015525	Invoice	04/14/2023	Colonial Life Insurance		0.00	413.16	
INV0015582	Invoice	04/14/2023	Colonial Life Ins.		0.00	146.31	
INV0015583	Invoice	04/14/2023	Colonial Life Insurance		0.00	427.59	
INV0015641	Invoice	04/28/2023	Colonial Life Ins.		0.00	420.03	
INV0015642	Invoice	04/28/2023	Colonial Life Insurance		0.00	413.16	
INV0015699	Invoice	04/28/2023	Colonial Life Ins.		0.00	146.31	
INV0015700	Invoice	04/28/2023	Colonial Life Insurance		0.00	427.59	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
L. MURILLO CATCH...	Credit Memo	04/30/2023	L. MURILLO CATCH DIFF FROM APRIL		0.00	-99.26	
ROUNDING ADJ F...	Credit Memo	04/30/2023	ROUNDING ADJ FOR MAY 2023		0.00	-0.06	
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY		05/09/2023	Regular	0.00	678.07	334178
EYE MED RETIREE ...	Invoice	04/30/2023	EYE MED RETIREE ADJ FOR MAY COV		0.00	48.20	
EYE MED ROUNDI...	Credit Memo	04/30/2023	EYE MED ROUNDING ADJ MAY 2023		0.00	-0.30	
INV0015534	Invoice	04/14/2023	EMC		0.00	29.32	
INV0015535	Invoice	04/14/2023	EME		0.00	62.40	
INV0015536	Invoice	04/14/2023	EMF		0.00	69.68	
INV0015537	Invoice	04/14/2023	EMS		0.00	37.40	
INV0015590	Invoice	04/14/2023	EMC		0.00	14.66	
INV0015591	Invoice	04/14/2023	EME		0.00	45.76	
INV0015592	Invoice	04/14/2023	EMF		0.00	42.88	
INV0015593	Invoice	04/14/2023	EMS		0.00	7.48	
INV0015651	Invoice	04/28/2023	EMC		0.00	29.32	
INV0015652	Invoice	04/28/2023	EME		0.00	62.40	
INV0015653	Invoice	04/28/2023	EMF		0.00	69.68	
INV0015654	Invoice	04/28/2023	EMS		0.00	37.40	
INV0015707	Invoice	04/28/2023	EMC		0.00	14.66	
INV0015708	Invoice	04/28/2023	EME		0.00	41.60	
INV0015709	Invoice	04/28/2023	EMF		0.00	42.88	
INV0015710	Invoice	04/28/2023	EMS		0.00	18.28	
MURILLO DIFF FR...	Credit Memo	04/30/2023	MURILLO DIFF FROM APRIL CATCHUP		0.00	-10.72	
N. LANE MAY COV...	Invoice	04/30/2023	N. LANE MAY COV CK#2605		0.00	21.44	
VARELA CHANGE ...	Credit Memo	04/30/2023	VARELA CHANGE IN COV ADJ		0.00	-6.65	
ZEKER DIFF IN COV	Invoice	04/30/2023	ZEKER DIFF IN COV		0.00	0.30	
010371	METLIFE SBC		05/09/2023	Regular	0.00	252.28	334179
INV0015533	Invoice	04/14/2023	GROUP ID #97127420		0.00	90.10	
INV0015589	Invoice	04/14/2023	GROUP ID #97127420		0.00	54.06	
INV0015650	Invoice	04/28/2023	GROUP ID #97127420		0.00	90.10	
INV0015706	Invoice	04/28/2023	GROUP ID #97127420		0.00	54.06	
ZEKER MAY ADJ	Credit Memo	04/30/2023	ZEKER MAY ADJ		0.00	-36.04	
010331	RELIANCE STANDARD LIFE INSURANCE		05/09/2023	Regular	0.00	747.70	334180
CITY MANAGER A...	Invoice	04/30/2023	CITY MANAGER ADJ FOR MAY COV		0.00	68.95	
INV0015544	Invoice	04/14/2023	POLICY: VG178907		0.00	107.34	
INV0015600	Invoice	04/14/2023	POLICY: VG178907		0.00	232.03	
INV0015661	Invoice	04/28/2023	POLICY: VG178907		0.00	107.34	
INV0015717	Invoice	04/28/2023	POLICY: VG178907		0.00	232.03	
ROUNDING ADJ F...	Invoice	04/30/2023	ROUNDING ADJ FOR MAY COV		0.00	0.01	
014422	RELIANCE STANDARD LIFE INSURANCE		05/09/2023	Regular	0.00	4,579.60	334181
INV0015527	Invoice	04/14/2023	D1F - RELIANCE DENTAL		0.00	545.63	
INV0015528	Invoice	04/14/2023	D1S - RELIANCE DENTAL		0.00	290.88	
INV0015529	Invoice	04/14/2023	D2F RELIANCE DENTAL		0.00	214.50	
INV0015530	Invoice	04/14/2023	D2S RELIANCE DENTAL		0.00	33.04	
INV0015584	Invoice	04/14/2023	D1F - RELIANCE DENTAL		0.00	654.75	
INV0015585	Invoice	04/14/2023	D1S - RELIANCE DENTAL		0.00	169.68	
INV0015586	Invoice	04/14/2023	D2F RELIANCE DENTAL		0.00	85.80	
INV0015587	Invoice	04/14/2023	D2S RELIANCE DENTAL		0.00	66.08	
INV0015644	Invoice	04/28/2023	D1F - RELIANCE DENTAL		0.00	545.62	
INV0015645	Invoice	04/28/2023	D1S - RELIANCE DENTAL		0.00	290.88	
INV0015646	Invoice	04/28/2023	D2F RELIANCE DENTAL		0.00	214.50	
INV0015647	Invoice	04/28/2023	D2S RELIANCE DENTAL		0.00	33.04	
INV0015701	Invoice	04/28/2023	D1F - RELIANCE DENTAL		0.00	776.01	
INV0015702	Invoice	04/28/2023	D1S - RELIANCE DENTAL		0.00	145.44	
INV0015703	Invoice	04/28/2023	D2F RELIANCE DENTAL		0.00	85.80	
INV0015704	Invoice	04/28/2023	D2S RELIANCE DENTAL		0.00	66.08	
MURILLO CATCHU...	Credit Memo	04/30/2023	MURILLO CATCHUP DIFF		0.00	-72.85	
RETIREE ADJ FOR ...	Invoice	04/30/2023	DJ FOR MAY COV 2023		0.00	533.24	

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ROUNDING MAY ...	Credit Memo	04/30/2023	ROUNDING MAY COV 2023		0.00	-1.50	
VARELA PLAN CH...	Credit Memo	04/30/2023	VARELA PLAN CHANGE ADJ		0.00	-97.02	
011688	CALIFORNIA STATE DISBURSEMENT UNIT		05/12/2023	Regular	0.00	619.37	334183
INV0015764	Invoice	05/12/2023	G82 200000000935917		0.00	60.00	
INV0015820	Invoice	05/12/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0015821	Invoice	05/12/2023	G83 200000002140068		0.00	259.38	
INV0015822	Invoice	05/12/2023	G86 - 200000002339903		0.00	174.92	
016209	EMPOWER ANNUITY INSURANCE COMPANY OF AI		05/12/2023	Regular	0.00	600.00	334184
INV0015757	Invoice	05/12/2023	EMPWR - MASS MUTUAL PLAN - 744286-01		0.00	600.00	
010553	ICMA RETIREMENT TRUST-457		05/12/2023	Regular	0.00	10,992.50	334185
INV0015758	Invoice	05/12/2023	DCI		0.00	5,620.50	
INV0015766	Invoice	05/12/2023	DCI		0.00	2,500.00	
INV0015767	Invoice	05/12/2023	DCI		0.00	225.00	
INV0015814	Invoice	05/12/2023	DCI		0.00	2,647.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		05/12/2023	Regular	0.00	1,195.14	334186
INV0015781	Invoice	05/12/2023	PTR - PART TIME RETIREMENT		0.00	1,195.14	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		05/12/2023	Regular	0.00	2,160.00	334187
INV0015747	Invoice	05/12/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0015805	Invoice	05/12/2023	AP-ASSOCIATION DUES		0.00	2,100.00	
010291	SEIU LOCAL 721		05/12/2023	Regular	0.00	536.60	334188
INV0015745	Invoice	05/12/2023	SEIU 998		0.00	69.00	
INV0015746	Invoice	05/12/2023	SEIU 998 - VOTING MEMBERS		0.00	418.75	
INV0015752	Invoice	05/12/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		05/12/2023	Regular	0.00	13.00	334189
INV0015799	Invoice	05/12/2023	UW - UNITED WAY		0.00	9.00	
INV0015848	Invoice	05/12/2023	UW - UNITED WAY		0.00	4.00	
011688	CALIFORNIA STATE DISBURSEMENT UNIT		05/30/2023	Regular	0.00	619.37	334310
INV0015872	Invoice	05/26/2023	G82 200000000935917		0.00	60.00	
INV0015928	Invoice	05/26/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0015929	Invoice	05/26/2023	G83 200000002140068		0.00	259.38	
INV0015930	Invoice	05/26/2023	G86 - 200000002339903		0.00	174.92	
016209	EMPOWER ANNUITY INSURANCE COMPANY OF AI		05/30/2023	Regular	0.00	600.00	334311
INV0015865	Invoice	05/26/2023	EMPWR - MASS MUTUAL PLAN - 744286-01		0.00	600.00	
010553	ICMA RETIREMENT TRUST-457		05/30/2023	Regular	0.00	10,992.50	334312
INV0015866	Invoice	05/26/2023	DCI		0.00	5,620.50	
INV0015874	Invoice	05/26/2023	DCI		0.00	2,500.00	
INV0015875	Invoice	05/26/2023	DCI		0.00	225.00	
INV0015922	Invoice	05/26/2023	DCI		0.00	2,647.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		05/30/2023	Regular	0.00	1,118.33	334313
INV0015889	Invoice	05/26/2023	PTR - PART TIME RETIREMENT		0.00	1,118.33	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		05/30/2023	Regular	0.00	2,160.00	334314
INV0015855	Invoice	05/26/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0015913	Invoice	05/26/2023	AP-ASSOCIATION DUES		0.00	2,100.00	
010291	SEIU LOCAL 721		05/30/2023	Regular	0.00	519.85	334315
INV0015853	Invoice	05/26/2023	SEIU 998		0.00	69.00	
INV0015854	Invoice	05/26/2023	SEIU 998 - VOTING MEMBERS		0.00	402.00	
INV0015860	Invoice	05/26/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		05/30/2023	Regular	0.00	13.00	334316
INV0015907	Invoice	05/26/2023	UW - UNITED WAY		0.00	9.00	
INV0015956	Invoice	05/26/2023	UW - UNITED WAY		0.00	4.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
013539	WAGE WORKS, INC.		05/03/2023	Bank Draft	0.00	855.61	992025
WAGEWORKS INV...	Invoice	05/03/2023	WAGEWORKS INV#5113807		0.00	855.61	
010420	INTERNAL REVENUE SERVICE		05/03/2023	Bank Draft	0.00	43,444.34	992026
INV0015692	Invoice	04/28/2023	FEDERAL TAX		0.00	17,890.88	
INV0015694	Invoice	04/28/2023	MEDICARE		0.00	6,208.20	
INV0015741	Invoice	04/28/2023	FEDERAL TAX		0.00	15,243.78	
INV0015742	Invoice	04/28/2023	MEDICARE		0.00	4,101.48	
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DEVEI		05/03/2023	Bank Draft	0.00	13,242.65	992027
INV0015691	Invoice	04/28/2023	STATE TAX		0.00	6,570.51	
INV0015740	Invoice	04/28/2023	STATE TAX		0.00	6,672.14	
014872	STATE OF CALIFORNIA EDD - SDI		05/03/2023	Bank Draft	0.00	965.16	992028
INV0015693	Invoice	04/28/2023	SDI		0.00	965.16	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTEM		05/03/2023	Bank Draft	0.00	60,981.49	992029
INV0015674	Invoice	04/28/2023	R24		0.00	1,101.57	
INV0015675	Invoice	04/28/2023	R24		0.00	1,710.58	
INV0015676	Invoice	04/28/2023	R27		0.00	1,085.70	
INV0015677	Invoice	04/28/2023	R27ER		0.00	1,685.94	
INV0015678	Invoice	04/28/2023	R54		0.00	170.71	
INV0015679	Invoice	04/28/2023	R54		0.00	260.55	
INV0015680	Invoice	04/28/2023	R58		0.00	2,057.80	
INV0015681	Invoice	04/28/2023	R58		0.00	3,140.71	
INV0015682	Invoice	04/28/2023	R62		0.00	6,995.72	
INV0015683	Invoice	04/28/2023	R62		0.00	7,741.91	
INV0015684	Invoice	04/28/2023	R72		0.00	812.24	
INV0015685	Invoice	04/28/2023	R72		0.00	798.49	
INV0015686	Invoice	04/28/2023	RP7		0.00	190.11	
INV0015687	Invoice	04/28/2023	RP7		0.00	295.21	
INV0015688	Invoice	04/28/2023	SB		0.00	58.59	
INV0015689	Invoice	04/28/2023	SCP		0.00	102.40	
INV0015726	Invoice	04/28/2023	R21		0.00	172.20	
INV0015727	Invoice	04/28/2023	R21		0.00	267.40	
INV0015728	Invoice	04/28/2023	R30		0.00	3,200.13	
INV0015729	Invoice	04/28/2023	R30		0.00	7,989.64	
INV0015730	Invoice	04/28/2023	R52		0.00	245.67	
INV0015731	Invoice	04/28/2023	RMD		0.00	374.96	
INV0015732	Invoice	04/28/2023	R59		0.00	538.16	
INV0015733	Invoice	04/28/2023	R59		0.00	1,343.61	
INV0015734	Invoice	04/28/2023	R63		0.00	471.43	
INV0015735	Invoice	04/28/2023	R63		0.00	521.72	
INV0015736	Invoice	04/28/2023	R72		0.00	8,883.05	
INV0015737	Invoice	04/28/2023	R72		0.00	8,732.70	
INV0015738	Invoice	04/28/2023	SB		0.00	32.55	
PERS RETIREMENT...	Invoice	05/03/2023	PERS RETIREMENT ROUNDING ADJ		0.00	0.04	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTEM		05/05/2023	Bank Draft	0.00	343.53	992030
PERS RETIREMENT...	Invoice	05/05/2023	PERS RETIREMENT RBF		0.00	343.53	
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT SYS		05/10/2023	Bank Draft	0.00	64,599.88	992031
COFFELT CREDIT F...	Credit Memo	04/30/2023	COFFELT CREDIT FROM PREV MONTH		0.00	-695.93	
HERNVALL CREDIT...	Credit Memo	04/30/2023	HERNVALL CREDIT FROM PREV MONTH		0.00	-756.21	
INV0015522	Invoice	04/14/2023	ANTHEM SELECT SINGLE		0.00	1,148.07	
INV0015523	Invoice	04/14/2023	BLUE SHIELD - SINGLE		0.00	380.36	
INV0015545	Invoice	04/14/2023	AFFORDABLE CARE ACT		0.00	347.97	
INV0015546	Invoice	04/14/2023	EMPLOYER #0251 DBL		0.00	842.61	
INV0015547	Invoice	04/14/2023	EMPLOYER #0251 FAMILY		0.00	1,643.10	
INV0015548	Invoice	04/14/2023	EMPLOYER #0251 SINGLE		0.00	421.31	
INV0015549	Invoice	04/14/2023	PERS GOLD - COUPLE		0.00	3,479.65	
INV0015550	Invoice	04/14/2023	PERS GOLD - FAMILY		0.00	1,809.42	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0015551	Invoice	04/14/2023	PERS GOLD - SINGLE		0.00	1,739.85	
INV0015552	Invoice	04/14/2023	EMPLOYER #0251		0.00	983.08	
INV0015553	Invoice	04/14/2023	EMPLOYER #0251		0.00	2,646.77	
INV0015554	Invoice	04/14/2023	PERS PLATINUM - COUPLE		0.00	2,029.60	
INV0015556	Invoice	04/14/2023	PERS PLATINUM - SINGLE		0.00	159.43	
INV0015580	Invoice	04/14/2023	ANTHEM SELECT FAMILY		0.00	2,949.25	
INV0015581	Invoice	04/14/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0015601	Invoice	04/14/2023	EMPLOYER #0251 SINGLE		0.00	369.15	
INV0015602	Invoice	04/14/2023	PERS GOLD - COUPLE		0.00	2,087.79	
INV0015603	Invoice	04/14/2023	PERS GOLD - SINGLE		0.00	1,043.91	
INV0015604	Invoice	04/14/2023	EMPLOYER #0251		0.00	756.21	
INV0015605	Invoice	04/14/2023	EMPLOYER #0251		0.00	2,947.19	
INV0015606	Invoice	04/14/2023	EMPLOYER #0251		0.00	1,890.55	
INV0015607	Invoice	04/14/2023	PERS PLATINUM - COUPLE		0.00	1,014.80	
INV0015608	Invoice	04/14/2023	PERS PLATINUM - FAMILY		0.00	1,319.24	
INV0015639	Invoice	04/28/2023	ANTHEM SELECT SINGLE		0.00	1,148.07	
INV0015640	Invoice	04/28/2023	BLUE SHIELD - SINGLE		0.00	380.36	
INV0015662	Invoice	04/28/2023	AFFORDABLE CARE ACT		0.00	347.97	
INV0015663	Invoice	04/28/2023	EMPLOYER #0251 DBL		0.00	842.61	
INV0015664	Invoice	04/28/2023	EMPLOYER #0251 FAMILY		0.00	1,643.10	
INV0015665	Invoice	04/28/2023	EMPLOYER #0251 SINGLE		0.00	421.31	
INV0015666	Invoice	04/28/2023	PERS GOLD - COUPLE		0.00	3,479.65	
INV0015667	Invoice	04/28/2023	PERS GOLD - FAMILY		0.00	1,809.42	
INV0015668	Invoice	04/28/2023	PERS GOLD - SINGLE		0.00	1,739.85	
INV0015669	Invoice	04/28/2023	EMPLOYER #0251		0.00	983.08	
INV0015670	Invoice	04/28/2023	EMPLOYER #0251		0.00	2,646.77	
INV0015671	Invoice	04/28/2023	PERS PLATINUM - COUPLE		0.00	2,029.60	
INV0015673	Invoice	04/28/2023	PERS PLATINUM - SINGLE		0.00	159.43	
INV0015697	Invoice	04/28/2023	ANTHEM SELECT FAMILY		0.00	2,949.25	
INV0015698	Invoice	04/28/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0015718	Invoice	04/28/2023	EMPLOYER #0251 SINGLE		0.00	369.15	
INV0015719	Invoice	04/28/2023	PERS GOLD - COUPLE		0.00	2,087.79	
INV0015720	Invoice	04/28/2023	PERS GOLD - SINGLE		0.00	1,043.91	
INV0015721	Invoice	04/28/2023	EMPLOYER #0251		0.00	1,890.52	
INV0015722	Invoice	04/28/2023	EMPLOYER #0251		0.00	2,947.19	
INV0015723	Invoice	04/28/2023	EMPLOYER #0251		0.00	1,512.44	
INV0015724	Invoice	04/28/2023	PERS PLATINUM - COUPLE		0.00	1,014.80	
INV0015725	Invoice	04/28/2023	PERS PLATINUM - FAMILY		0.00	1,319.24	
MURILLO DIFF FR...	Credit Memo	04/30/2023	MURILLO DIFF FROM CATCHUP PREV MONTH		0.00	-1,095.41	
PERS ADMIN FEE	Invoice	04/30/2023	PERS ADMIN FEE		0.00	201.42	
PERS RETIREE ADJ ...	Invoice	04/30/2023	PERS RETIREE ADJ FOR MAY COV		0.00	3,322.00	
PERS RETIREE AD...	Invoice	04/30/2023	PERS RETIREE ADMIN FEE		0.00	41.10	
PERS ROUNDING ...	Credit Memo	04/30/2023	PERS ROUNDING ADJ MAY 2023		0.00	-0.31	
THALER CREDIT F...	Credit Memo	04/30/2023	THALER CREDIT FROM PREV MONTH		0.00	-1,966.15	
VARELA DIFF IN P...	Credit Memo	04/30/2023	VARELA DIFF IN PLAN CHANGES		0.00	-756.21	
010420	INTERNAL REVENUE SERVICE		05/17/2023	Bank Draft	0.00	48,175.70	992034
INV0015801	Invoice	05/12/2023	FEDERAL TAX		0.00	17,732.86	
INV0015803	Invoice	05/12/2023	MEDICARE		0.00	6,370.12	
INV0015850	Invoice	05/12/2023	FEDERAL TAX		0.00	19,256.30	
INV0015851	Invoice	05/12/2023	MEDICARE		0.00	4,816.42	
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DEVEI		05/17/2023	Bank Draft	0.00	14,897.87	992035
INV0015800	Invoice	05/12/2023	STATE TAX		0.00	6,372.37	
INV0015849	Invoice	05/12/2023	STATE TAX		0.00	8,525.50	
014872	STATE OF CALIFORNIA EDD - SDI		05/17/2023	Bank Draft	0.00	1,021.42	992036
INV0015802	Invoice	05/12/2023	SDI		0.00	1,021.42	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTEM		05/17/2023	Bank Draft	0.00	63,284.21	992037
INV0015783	Invoice	05/12/2023	R24		0.00	1,101.57	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0015784	Invoice	05/12/2023	R24		0.00	1,710.58	
INV0015785	Invoice	05/12/2023	R27		0.00	1,026.87	
INV0015786	Invoice	05/12/2023	R27ER		0.00	1,594.57	
INV0015787	Invoice	05/12/2023	R54		0.00	170.71	
INV0015788	Invoice	05/12/2023	R54		0.00	260.55	
INV0015789	Invoice	05/12/2023	R58		0.00	2,057.80	
INV0015790	Invoice	05/12/2023	R58		0.00	3,140.71	
INV0015791	Invoice	05/12/2023	R62		0.00	7,364.93	
INV0015792	Invoice	05/12/2023	R62		0.00	8,150.50	
INV0015793	Invoice	05/12/2023	R72		0.00	812.24	
INV0015794	Invoice	05/12/2023	R72		0.00	798.49	
INV0015795	Invoice	05/12/2023	RP7		0.00	196.04	
INV0015796	Invoice	05/12/2023	RP7		0.00	304.42	
INV0015797	Invoice	05/12/2023	SB		0.00	59.52	
INV0015798	Invoice	05/12/2023	SCP		0.00	102.40	
INV0015835	Invoice	05/12/2023	R21		0.00	172.20	
INV0015836	Invoice	05/12/2023	R21		0.00	267.40	
INV0015837	Invoice	05/12/2023	R30		0.00	3,200.13	
INV0015838	Invoice	05/12/2023	R30		0.00	7,989.64	
INV0015839	Invoice	05/12/2023	R52		0.00	245.37	
INV0015840	Invoice	05/12/2023	RMD		0.00	374.49	
INV0015841	Invoice	05/12/2023	R59		0.00	538.16	
INV0015842	Invoice	05/12/2023	R59		0.00	1,343.61	
INV0015843	Invoice	05/12/2023	R63		0.00	472.24	
INV0015844	Invoice	05/12/2023	R63		0.00	522.60	
INV0015845	Invoice	05/12/2023	R72		0.00	9,719.12	
INV0015846	Invoice	05/12/2023	R72		0.00	9,554.62	
INV0015847	Invoice	05/12/2023	SB		0.00	32.55	
PERS RETIREMENT..	Invoice	05/12/2023	PERS RETIREMENT ROUNDING ADJ		0.00	0.18	
013539	WAGE WORKS, INC.		05/17/2023	Bank Draft	0.00	225.60	992038
WAGEWORKS INV..	Invoice	05/17/2023	WAGEWORKS INV#5168010		0.00	225.60	
013539	WAGE WORKS, INC.		05/24/2023	Bank Draft	0.00	208.01	992040
WAGEWORKS INV..	Invoice	05/24/2023	WAGEWORKS INV#5191370		0.00	208.01	
010420	INTERNAL REVENUE SERVICE		05/31/2023	Bank Draft	0.00	53,762.64	992041
INV0015909	Invoice	05/26/2023	FEDERAL TAX		0.00	18,050.74	
INV0015911	Invoice	05/26/2023	MEDICARE		0.00	6,221.82	
INV0015958	Invoice	05/26/2023	FEDERAL TAX		0.00	24,282.20	
INV0015959	Invoice	05/26/2023	MEDICARE		0.00	5,207.88	
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DEVEI		05/31/2023	Bank Draft	0.00	16,180.31	992042
INV0015908	Invoice	05/26/2023	STATE TAX		0.00	6,532.97	
INV0015957	Invoice	05/26/2023	STATE TAX		0.00	9,647.34	
014872	STATE OF CALIFORNIA EDD - SDI		05/31/2023	Bank Draft	0.00	960.01	992043
INV0015910	Invoice	05/26/2023	SDI		0.00	960.01	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTEM		05/31/2023	Bank Draft	0.00	65,559.90	992044
INV0015891	Invoice	05/26/2023	R24		0.00	1,101.57	
INV0015892	Invoice	05/26/2023	R24		0.00	1,710.58	
INV0015893	Invoice	05/26/2023	R27		0.00	1,084.68	
INV0015894	Invoice	05/26/2023	R27ER		0.00	1,684.34	
INV0015895	Invoice	05/26/2023	R54		0.00	170.71	
INV0015896	Invoice	05/26/2023	R54		0.00	260.55	
INV0015897	Invoice	05/26/2023	R58		0.00	2,057.79	
INV0015898	Invoice	05/26/2023	R58		0.00	3,140.70	
INV0015899	Invoice	05/26/2023	R62		0.00	7,044.75	
INV0015900	Invoice	05/26/2023	R62		0.00	7,796.17	
INV0015901	Invoice	05/26/2023	R72		0.00	812.24	
INV0015902	Invoice	05/26/2023	R72		0.00	798.49	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0015903	Invoice	05/26/2023	RP7		0.00	189.78	
INV0015904	Invoice	05/26/2023	RP7		0.00	294.70	
INV0015905	Invoice	05/26/2023	SB		0.00	57.66	
INV0015906	Invoice	05/26/2023	SCP		0.00	102.40	
INV0015943	Invoice	05/26/2023	R21		0.00	172.41	
INV0015944	Invoice	05/26/2023	R21		0.00	267.72	
INV0015945	Invoice	05/26/2023	R30		0.00	3,200.13	
INV0015946	Invoice	05/26/2023	R30		0.00	7,989.64	
INV0015947	Invoice	05/26/2023	R52		0.00	245.13	
INV0015948	Invoice	05/26/2023	RMD		0.00	374.13	
INV0015949	Invoice	05/26/2023	R59		0.00	538.16	
INV0015950	Invoice	05/26/2023	R59		0.00	1,343.61	
INV0015951	Invoice	05/26/2023	R63		0.00	471.38	
INV0015952	Invoice	05/26/2023	R63		0.00	521.66	
INV0015953	Invoice	05/26/2023	R72		0.00	11,132.28	
INV0015954	Invoice	05/26/2023	R72		0.00	10,963.89	
INV0015955	Invoice	05/26/2023	SB		0.00	32.55	
PERS RETIREMENT..	Invoice	05/26/2023	PERS RETIREMENT ROUNDING ADJ 05.26.23		0.00	0.10	

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	27	0.00	61,780.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	170	17	0.00	448,708.33
EFT's	0	0	0.00	0.00
	303	**44**	**0.00**	**510,489.27**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	617	234	0.00	1,904,453.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	173	20	0.00	473,757.20
EFT's	0	0	0.00	0.00
	790	**255**	**0.00**	**2,378,210.91**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2023	2,378,210.91
			2,378,210.91

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	592,874.94
103 - CABLE TELEVISION	3,247.50
104 - GENERAL FUND-MEASURE T	97,948.13
115 - GENERAL RECREATION PRO	4,217.85
205 - NPDES STORMWATER QUALITY	104.50
280 - STATE GAS TAX	47,292.51
282 - LOCAL TRANS TDA ART 3	3,280.39
283 - ROAD MAINT & REHAB SB1	11,177.33
312 - CA USED OIL BLOCK GRANT	63.97
314 - OFF OF TRAFFIC SFTY(OTS)	2,251.25
405 - AAA (AREA AGCY ON AGING)	2,525.03
412 - AMERICAN RESCUE PLAN	193,891.11
500 - HILLSBOROUGH OPEN SPACE	1,765.00
503 - GHAD-GEO HAZ ABATE DIST	1,219.50
504 - HARVEST CFD EA1	4,600.00
600 - REFUSE RESERVE	1,949.29
610 - SEWER	738,042.87
620 - WATER	570,657.26
702 - EQUIPMENT MAINTENANCE	21,817.07
800 - MISC DEPOSITS	57,296.44
803 - HARDING PARK TRUST	7,944.60
804 - DLA FOR FORMER RDA	14,044.37
Grand Total:	**2,378,210.91**

Report Summary

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Grand Total:	**2,378,210.91**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: ALCOHOL ENFORCEMENT AGREEMENT FOR PROJECT 23-CUP-01, FULL MOON THAI INC. (DBA: DEE THAI CUSISINE) LOCATED AT 592 W. MAIN STREET (TYPE 41: ON-SALE BEER & WINE - EATING PLACE)

Date: June 21, 2023

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

Approve the Enforcement Agreement for Project No. 23-CUP-01, Full Moon Thai Inc. (dba: Dee Thai Cuisine) at 592 W. Main Street.

BACKGROUND:

It is in the best interest of the citizens of the City of Santa Paula (the City) to monitor and control the sale of alcoholic beverages within the City. Enforcement Agreements have been successfully used by other California communities as a means to better monitor and enforce compliance with special conditions concerning alcohol sales.

Per SPMC Chapter 16.58 *Alcoholic Beverage Sales*, a Conditional Use Permit is required for alcohol sales. On May 23, 2023, the Santa Paula Planning Commission unanimously approved Resolution No. 3848 (Attachment B) for Project 23-CUP-01 “Dee Thai Cuisine” restaurant for a CUP to authorize a new California ABC ***Type 41:*** On-Sale Beer and Wine General - Eating Place for consumption on the licensed premises.

ANALYSIS:

The Conditional Use Permit (CUP) granted to the Applicant under Santa Paula Planning Commission Resolution No. 3848 is predicated upon execution of an Enforcement Agreement between the Applicants and the City.

SPMC Chapter 16.58 - *Alcoholic Beverage Sales*, 16.58.010(I) *Development Standards and Use Conditions*:

The property owner/operator/applicant and the City must enter into an enforcement agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns,

and other future owners/operators of the establishment, or must be replaced by a new similar agreement.

The agreement, as reviewed by the City Attorney, is provided as Attachment A.

STRATEGIC PLAN:

Assisting business with achieving operational goals addresses City Council Strategic Goal for Economic Development:
Enhancing the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

FISCAL IMPACTS:

None

OPTIONS:

The following alternatives are available to the City Council:

1. Make changes to Enforcement Agreement.
2. Direct staff to obtain further information or the applicant to make any requested revisions to the project.
3. Deny the Enforcement Agreement. A denial would prohibit the sale of alcoholic beverages at the subject location.

ATTACHMENTS:

A - Enforcement Agreement
B - Plng Comm Reso 3848 & CofAs.pdf
C - Plng Comm SR.pdf
D - Vicinity Map.pdf
E - Floor Plan.pdf
F - Photos.pdf

ATTACHMENT A

ENFORCEMENT AGREEMENT

Between
The City of Santa Paula (the City)
And (the Applicant)
Full Moon Thai Inc.
For Project No. 23-CUP-01, "Dee Thai Cuisine"
592 W. Main Street, Santa Paula, CA 93060
for
California ABC Type 41 license (On-Sale Beer and Wine-Eating Place)

June 21, 2023

This agreement is entered into by the undersigned on June 21, 2023, at the City of Santa Paula, Ventura County, California as a consequence of the following facts:

A. It is in the best interest of the citizens of the City of Santa Paula (the City) to monitor and control the sale of alcoholic beverages within the City;

B. Per SPMC Chapter 16.58 - *Alcoholic Beverage Sales*, 16.58.010(I) *Development Standards and Use Conditions*:
"The property owner/operator/applicant and the City must enter into an enforcement agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement."

C. On May 23, 2023 the Santa Paula Planning Commission unanimously approved Resolution No. 3848 for Project No. 23-CUP-01 "Dee Thai Cuisine", for a CUP to authorize a new California ABC Type 41 license (On-Sale Beer and Wine-Eating Place), located at 592 W. Main Street;

D. The Conditional Use Permit (CUP) granted to the Applicant on May 23, 2023 by the Santa Paula Planning Commission per Resolution No. 3848 is predicated upon execution of an Enforcement Agreement between the Applicant and the City;

E. Enforcement agreements have been successfully used by other California communities as a means to better monitor and enforce compliance with special conditions concerning alcohol sales;

NOW THEREFORE, the parties agree to the following:

I) PUBLIC DOCUMENT

This Agreement is a public document. A copy of this Agreement must be kept at all times on the premises, and must be made available for review immediately upon request by law enforcement personnel and members of the public. Failure by the Applicant or employees of the Applicant to produce a copy of this Agreement when asked to do so by a law enforcement officer shall be deemed a violation of the Agreement.

II) CONDITIONS

Failure to comply with any of the conditions set forth below is a breach of this agreement and a violation of the CUP. Each failure by the Applicant to comply with any one condition listed below must be considered an individual and separate breach of this Agreement.

a) The Applicant and all licensees, sublessees, must adhere to the Conditional Use Permit (CUP) granted to the Applicant under Santa Paula Planning Commission Resolution No. 3848 (attached).

b) The Applicant and all licensees, sub lessees, must have a current, valid Alcohol Beverage Control license in order to serve alcoholic beverages.

c) The Applicant and all licensees, sublessees, and their employees or agents who engage in the sale of on-site alcoholic beverages to the public must complete a course in *Responsible Beverage Service (RBS)* or equivalent such as *Licensee Education on Alcohol and Drugs (LEAD), Learn2Serve (program may be done online)* and in-restaurant training within thirty (30) days of the granting of a license and/or date of employment.

d) There must be no advertising of alcoholic beverages, or promoting or indicating the availability of alcoholic beverages, visible outside of the establishment, including advertising directed to the exterior from the interior. The foregoing must not be deemed to preclude interior advertising not directed to the exterior, but which is incidentally visible outside the establishment.

e) Sale and consumption of alcoholic beverages shall be governed by the California Department of Alcoholic Beverage Control license type, per California Business and Professions Code, *Article 3. Rights and Obligations of Licensees* § 23355 - 23405.4 as it relates to on-sale and off-sale alcoholic beverages, and, any other requirements per CA ABC.

f) A copy of these conditions must be maintained on the premises and made available upon the demand of any peace officer.

III) BREACH OF THIS AGREEMENT

A breach of any condition listed in Section II (Conditions) above is a breach of this Agreement and a violation of the Applicants' Conditional Use Permit (CUP), which may result in the amendment or revocation of the CUP. This Agreement shall be immediately terminated upon revocation of Applicant's CUP."

IV) ENFORCEMENT

For each breach of the Agreement, the Applicant must pay a fine of five hundred ($500.00). Each breach constitutes substantial and sufficient evidence for the Planning Commission to amend or revoke the Applicants' Conditional Use Permit.

In addition, the Police Department may stop the sale of alcohol for noncompliance with conditions or problems arising from the consumption of alcohol or entertainment.

V) ENFORCEMENT COSTS

Enforcement costs incurred by the City caused by noncompliance with the Agreement by the Applicant, and including but not limited to citations for violations, issuance and collection of fines or other penalties, and related administrative paperwork and bookkeeping, must be fully recoverable by the City from the Applicant based upon a schedule of fully allocated hourly rates.

VI) APPEALS

Any violation or breach by the Applicant of the Agreement may be appealed in writing to the Planning Commission. The appeal must be filed in the office of the Community and Economic Development Department within ten (10) calendar days of the notice of the violation(s) being sent. Failure to file a timely written appeal constitutes a waiver of any right of appeal. The appeal fee to the Planning Commission is required and is the responsibility of the appellant. The appeal fee is per the approved Fee Schedule in effect at the time of appeal filing.

VII) AMENDMENTS

No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by authorized representatives of the parties in interest at the time of the modification.

VIII) BINDING EFFECT

Each and all of the provisions hereof must be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

IX) FORCE MAJEURE

No party will be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

X) WAIVER OF BREACH

No waiver of any provision or consent to any action will constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

XI) ENTIRE AGREEMENT

This Agreement and all Exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

XII) SEVERABILITY

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof will be stricken from this Agreement, and such provision will not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision will be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

XIII) GOVERNING LAW

This Agreement will be governed by and construed under the laws of the State of California, irrespective of such state's choice of law principles.

XIV) CONSTRUCTION

The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule or strict construction will be applied against any person.

XV) TRUTHFULNESS

The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, will be deemed a part of the Agreement.

XVI) REPRESENTATION BY COUNSEL

Each party has been represented by counsel in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge that they have read and understood this Agreement and its legal effect. Each party acknowledges that it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each party further acknowledges that it is not relying on and it is not for the purposes of the negotiation, execution, and delivery of this Agreement, a client of the legal counsel employed by any of the other parties to this Agreement.

XVII) COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which must be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signatures pages and consolidate them into a single identical original. Any one of such completely executed counterparts will be sufficient proof this Agreement.

ENFORCEMENT AGREEMENT

Between
The City of Santa Paula (the City) and (the Applicant)
Full Moon Thai Inc.
For Project No. 23-CUP-01, "Dee Thai Cuisine"
592 W. Main Street, Santa Paula, CA 93060
for
California ABC Type 41 license (On-Sale Beer and Wine-Eating Place)

June 21, 2023

_____
Kay Anderson, CEO/Applicant
Full Moon Thai Inc.

Date:_____

CITY OF SANTA PAULA:

_____

Dan Singer
City Manager

APPROVED AS TO FORM:

_____

Monica Castillo
Interim City Attorney

ATTACHMENT A

RESOLUTION 3848

&

EXHIBIT A: CONDITIONS OF APPROVAL

RESOLUTION NO. 3848

A RESOLUTION OF THE SANTA PAULA PLANNING COMMISSION APPROVING A CONDITIONAL USE PERMIT FOR PROJECT NO. 2023-CUP-01 TO ALLOW THE SALE OF ALCOHOL IN COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF ALCOHOL AND BEVERAGE CONTROL TYPE 41 LICENSE PROVISIONS AT 592 W. MAIN STREET

The Planning Commission of the City of Santa Paula does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On April 24, 2023, Kay Anderson on behalf of Full Moon Inc. (Business Owner) filed an application for Project No. 2023-CUP-01, a Conditional Use Permit to allow the sale of alcohol on-site in compliance with the California Department of Alcohol and Beverage Control Type 41 license provisions for Dee Thai Cuisine restaurant at 592 W. Main Street (APN: 102-0-160-295);

B. Per SPMC § 16.58.010, the sale of alcohol requires the issuance of a CUP;

C. The Project was reviewed by the City's Planning Division for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;

D. The City Planning Division reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations");

E. The Planning Division completed its review and scheduled a public hearing regarding the application before this Commission for May 23, 2023;

F. On May 23, 2023, the Commission opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Commission by the Applicant; and

G. The Commission considered the information provided by City staff, public testimony, and the Applicant's representative. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its May 23, 2023 hearing including, without limitation, the staff report submitted by the Planning Division.

SECTION 2: *Factual Findings and Conclusions*. Pursuant to the SPMC Chapter 16 Development Code, the Planning Commission finds that the following facts exist:

A. The Applicant is requesting a Conditional Use Permit to allow the sale of beer and wine (ABC License - Type 41) with a restaurant use in the General Commercial (C-G) zone at 592 W. Main Street.

B. The business would operate under a California Department of Alcohol and Beverage Control Type 41 on-sale license.

C. The Project does not entail changes to the footprint of the existing building.

D. The sale of alcohol in conjunction with the restaurant on the property is not expected to have negative impact to surrounding properties nor the general neighborhood. The Applicant will also be required to comply with an Enforcement Agreement that will provide the Police with the ability to quickly respond to violations and ensure compliance with the conditions of approval. The land use is supportive of and will not negatively affect the demand of existing onsite services including city services.

E. The proposed use at the particular location is desirable to provide a service or facility which will contribute to the general convenience or welfare of the neighborhood or community because expanding the restaurant to include the on-site sale of alcohol is a service that is sought and enjoyed by a large segment of the community. The restaurant is also compatible with the existing, surrounding and planned land uses within the vicinity.

F. The characteristics of the project are not unreasonable or incompatible with the types of uses in the surrounding area, such as other restaurant and commercial uses located in the same shopping center. Any potential health and safety impacts have been addressed by requiring the applicant to comply with local and state regulations relating to serving alcohol. The applicant will be required to enter into an Enforcement Agreement with the Police Department to ensure compliance with conditions of approval and provide the Police Department with a mechanism should law enforcement need to close down the facility due to alcohol related incidents.

G. Adherence with the recommended Conditions of Approval, included herein, will ensure that the proposed Project will avoid health and safety risks to persons and/or property in the Project vicinity.

SECTION 3: *General Plan and Zoning*. The proposed project is consistent with the City's General Plan and Title 16 of the SPMC as follows:

A. The Santa Paula General Plan (2040) land use designation for the property is Commercial General. The zoning district is General Commercial (C-G) which is consistent with the corresponding General Plan land use designation. The subject property is not within any overlay zones.

B. Pursuant to the General Plan (2040), the purpose of the Commercial General land

use category is for retail and services for the entire city, auto sales, and other highway-oriented commercial uses. Mixed-use commercial/residential and stand-alone residential is also permissible.

C. Pursuant to SPMC § 16.58.010(A) *Development Standards and Use Conditions*, "All new sales of alcohol, with the exception of temporary sales as specified in § 16.58.030, must obtain a Conditional Use Permit."

D. The proposed business would operate under a California Department of Alcohol and Beverage Control Type 41 On-Sale Beer and Wine – Eating Place (restaurant) which authorizes the sale of beer and wine for consumption on or off the premises where sold. Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.

E. Pursuant to SPMC § 16.58.010(B) *Development Standards and Use Conditions*, a new alcohol sales use may only be established in a location such that the proposed use will not contribute to undue concentration of such uses in an area where additional such uses would be undesirable, with consideration to be given to the area's function and character, problems of crime and loitering, traffic problems and capacity.

   The Project site is located in Census Tract 7.01 of the California Department of Alcoholic Beverage Control's (ABC) license grid for the City of Santa Paula. According to Department of Alcohol and Beverage Control Census Tract 7.01 is allowed 8 on sale licenses and 5 exist. Therefore, according to ABC Census Tract 7.01, the project will not contribute to an undue concentration of on-sale licenses.

[A1]

F. The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as mentioned above in Section 3: *General Plan and Zoning*, particularly the following:

   - Land Use Element, Community Character and Urban Form**:** LU1
   - Land Use Element, Balanced Land Use & Economic Opportunity: LU3
   - Land Use Element, Extended Business Hours: LU 5.4
   - Economic Development and Downtown, Support Existing Businesses: EDD1.1

G. In accordance with SPMC § 16.58.010(C), the proposed use is not located within 300 feet of a school.

H. In accordance with SPMC § 16.58.010(D), the proposed use will not adversely affect adjacent or nearby properties. As conditioned, the proposed sale of beer and wine for consumption on-site (as opposed to off-site) is not anticipated to adversely affect nearby properties and is compatible with surrounding uses.

I. In accordance with SPMC § 16.58.010(E), as a condition of approval, the property will provide adequate trash and recycling receptacles.

J. In accordance with SPMC § 16.58.010(F), the proposed use will not disrupt resident's sleep. There are not existing residential uses in the vicinity of the subject property.

K. In accordance with SPMC § 16.58.010(G), as a condition of approval, no signs advertising alcoholic beverages visible from the exterior of the business is permitted.

L. In accordance with SPMC § 16.58.010(H), as a condition of approval, the windows will be kept free of signs and other obstructions to allow for visual inspection from the outside.

M. In accordance with SPMC § 16.58.010(I), the property owner/applicant will be required to enter into an Enforcement Agreement with the City as a condition of approval. Under Subdivision (I), for any use providing alcoholic beverage sales for either on-site or off-site consumption, the property owner/operator/applicant and the City must enter into an Enforcement Agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement.

SECTION 4: *Conditional Use Permit*. Pursuant to SPMC §16.218.040, the Planning Commission makes the following findings:

1. *The proposed use at the particular location is necessary or desirable to provide a service or facilities that will contribute to the general convenience or welfare of the neighborhood or the community;*

   Consistent. The proposed use, on-site serving of alcohol is a service that contributes to the general convenience of the community by providing its customers with a service commonly found at a full service restaurant. This is a service sought after and enjoyed by a large segment of the community.

2. *The characteristics of the proposed use are not unreasonably incompatible with the types of use permitted in the surrounding areas;*

   Consistent. The existing business is in harmony with the surrounding area because the intended use is commercial in nature, is supportive of a restaurant, and is compatible with the surrounding properties.

3. *The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan; and*

   Consistent. The proposed use is consistent with the relevant sections of the governing General Plan (2040), and, the Santa Paula Municipal Code, where applicable. A restaurant is a permitted use in the C-G zoning district and alcohol sales

is allowed with the approval of a CUP. Moreover, the proposed use is consistent with the objectives, policies, general land uses and programs of the General Plan (2040), particularly the following:

- Land Use Element, Community Character and Urban Form**:** LU1
- Land Use Element, Balanced Land Use & Economic Opportunity: LU3
- Land Use Element, Extended Business Hours: LU 5.4
- Economic Development and Downtown, Support Existing Businesses: EDD1.1

4. *The proposed use will not, under the circumstances of the particular case be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or injurious to property or improvements in the vicinity.*

   Consistent. The proposed use will not be detrimental to the health, safety, or general welfare because as proposed and conditioned, the project will comply with all current Planning, Building & Safety, Public Works, Police and Development Code requirements.

5. In making the abovementioned findings, the Planning Commission has considered the following factors.

   a. *Possible damage or nuisance from noise, glare, smoke, odor, fumes, dust, or vibration;*
   b. *Possible hazard to persons or property from explosion, contamination, or fire; and*
   c. *Possible hazard or inconvenience caused by unusual volume or character of traffic*

   The sale of alcohol for on-site consumption at the restaurant is not likely to result in damage or nuisances; hazards from fire, explosion or contamination; or inconveniences caused by unusual traffic because, on its own, alcohol consumption does not result in any of the above circumstances. The proposed use will not significantly change the character of the use, where the building capacity of the restaurant limits the total number of persons at the property. Further, ample parking is available in the shopping center to accommodate the foreseeable traffic generated by the restaurant. The property will also be subject to all current Planning, Building & Safety, Public Works, Police and Development Code requirements. In addition, the mandatory Enforcement Agreement with the Police Department will ensure compliance with conditions of approval and provide the Police Department with a mechanism should law enforcement need to close down the facility due to alcohol related incidents.

SECTION 5: *Environmental Assessment*. The proposed Project is Categorically Exempt from the requirements of CEQA, pursuant to the Santa Paula Guidelines and CEQA Guidelines, §15301, (Class 1, Existing Facilities) since the project involves a request to

allow the on-site sale of beer and wine in conjunction with a restaurant use, and there will be negligible or no expansion of the restaurant use.

SECTION 6: *Approval.* Subject to the conditions listed on the attached Exhibit "A," which are incorporated into this Resolution by reference, the Planning Commission grants a Conditional Use Permit for Project No. 2023-CUP-01.

SECTION 7: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission Secretary is directed to mail a copy of this Resolution to the Applicant and to any other person(s) requesting a copy.

SECTION 9: The action of the Planning Commission may be appealed to the City Council within ten (10) calendar days of said action. The appeal fee to the City Council is $5,000. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal constitutes a waiver of any right of appeal.

Project No. 2023-CUP-01
592 W. Main Street

PASSED AND ADOPTED this 23rd day of May 2023.

Aaron Dunkel
Chair
City of Santa Paula Planning Commission

ATTEST:

James Mason
Secretary
City of Santa Paula Planning Commission

APPROVED AS TO FORM:

Scott Shapses
Assistant City Attorney
City of Santa Paula

EXHIBIT A

RESOLUTION 3848 CONDITIONS OF APPROVAL

EXHIBIT A
RESOLUTION NO. 3848
CONDITIONS OF APPROVAL

Project No. 2023-CUP-01
Full Moon Inc.
592 W. Main Street - APN: 102-0-160-295

In addition to all applicable provisions of the Santa Paula Municipal Code ("SPMC"), Full Moon Inc. "(Applicant") agrees for itself, its heirs and assigns that it will comply with the following provisions as Conditions for the City of Santa Paula's Approval of Project No. 23-CUP-01 ("Conditions of Approval").

I. GENERAL CONDITIONS

1. Awareness. The Resolution and these associated Conditions of Approval have been adopted with the knowledge, understanding and consent of the Property Owner/Applicant.

2. Compliance. The Property Owner/Applicant must comply with all applicable ordinances, codes, regulations, policies, and conditions (including those herein) and pay all applicable fees and assessments to the City.

3. Violation. The Property Owner/Applicant's failure to comply with, or breach of, any Project Condition may result in the amendment or revocation of this Permit, or any related permits, or other enforcement action, as may be appropriate in the case. The City may undertake such acts and incur such expenses as it may consider necessary to effect compliance, the cost thereof including without limitation, administration costs and recoverable attorney's fees, to be reimbursed by the applicant or current property owners, as may be appropriate in the case.

4. Scrutiny. This permit is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Commission, at the sole discretion of the City, to determine if any condition or the permit should be modified, amended or revoked.

5. Assignment. The permit is granted for the subject Property only and is not transferable.

II. PLANNING

6. Appearances. The applicant must comply with the following:

    a. Provide adequate trash and recycling containers to reduce litter;

b. No signs advertising any kind of alcoholic beverage, which will be easily visible from the exterior of the business; and

c. Windows must be kept free of signs and other obstructions to allow visual inspection from the outside.

7. Enforcement Agreement. The Property Owner/Applicant and the City must enter into an Enforcement Agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement.

8. CA ABC License Required. Before the sale of alcohol may commence, the Applicant must obtain California Department of Alcoholic Beverage Control alcohol license Type 41 for the subject location at 592 W. Main Street.

9. CA ABC License Status. Within 7 calendar days of CA ABC status change, the Applicant must notify the Planning Division in writing of any change in the status of its CA ABC license, including any change in the type of license and/or permittee.

10. Applicant must provide specific training to employees on the methods to evaluate persons under the influence, properly refuse service, and to effectively conduct ID checks. Such training is regularly available throughout the region (i.e., Learn2Serve).

11. The applicant will be required to limit the sale of beer and wine to 10pm if nearby residents complain to the City that the volume from the restaurant causes complainants sleep disturbance between 10PM-7AM.

III. <u>INDEMNIFICATION</u>

12. Indemnification. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project No. 2023-CUP-01. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Project No. 2023-CUP-01, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Santa Paula's elected officials, appointed officials, officers, and employees.

Project No. 2023-CUP-01

By signing this document, the Applicant/Owner certify that it has read, understood, and agrees to the project conditions listed in this document.

Kay Anderson *CEO & Secretary of Full Moon Inc.*	05/23/23 Date

CITY OF SANTA PAULA
STAFF REPORT & RECOMMENDATION TO THE PLANNING COMMISSION

TO: Members of the Planning Commission

FROM: Anna Arroyo, Assistant Planner

SUBJECT: 23-CUP-01, Conditional Use Permit to allow Alcohol Sales (Type 41: On-Sale Beer and Wine – Eating Place)

DATE: May 23, 2023

RECOMMENDED ACTION:

Staff recommends that the Planning Commission select Alternative No. 1 and adopt Resolution No. 3848 approving Conditional Use Permit No. 2023-CUP-01 to allow the right to sell alcohol in compliance with the California Department of Alcohol and Beverage Control Type 41 license provisions for Dee Thai Cuisine restaurant located at 592 W. Main Street, subject to the conditions of approval.

SUMMARY:

APPLICATION SUBMITTAL DATE:	April 24, 2023	**APPLICATION COMPLETE DATE:**	May 1, 2023
SITE ADDRESS	592 W. Main Street	**GENERAL PLAN:**	Commercial
APN:	102-0-160-295	**UNIT AREA:**	1,700 SF
ZONING:	Commercial General		
APPLICANT:	Full Moon Thai Inc. (Business Owner)		
PROPOSAL:	Conditional Use Permit to allow the right to sell alcohol in compliance with the California Department of Alcohol and Beverage Control (Type 41: On-Sale Beer and Wine - Eating Place).		
CALIFORNIA ENVIRONMENTAL QUALITY ACT:	Staff has determined the project to be exempt from the California Environmental Quality Act (CEQA) Guidelines per § 15301, (Class 1, Existing Facility).		
ENTITLEMENT REQUEST:	Conditional Use Permit		
REQUIRED FINDINGS:	Santa Paula Municipal Code (SPMC) Chapter 16.58, Alcoholic Beverage Sales; Conditional Use Permit: Chapter 16.218		

DEVELOPMENT CONTEXT:	DIRECTION	GEN PLAN	ZONING	CURRENT USE
Project Site		Commercial General	General Commercial	Restaurant
Abutting Development	North	Commercial General	General Commercial	UPS Store
	West	Residential	Residential Medium Density	Residential
	East	Commercial General	General Commercial	Shopping Center parking lot
	South	Commercial General	General Commercial	Hair salon (Fantasy Cuts)

BACKGROUND:

Overview

The applicant is requesting a Conditional Use Permit (CUP) to allow the sale of alcoholic beverages in conjunction with a future restaurant use (Dee Thai Cuisine). Ms. Anderson on behalf of Full Moon Thai Inc. has a pending application with the California Department of Alcoholic Beverage Control (ABC), for a ***Type 41*** license, On-Sale Beer and Wine - Eating Place license that authorizes the sale of beer and wine only for consumption on the licensed premises. The applicant must first obtain the City's approval of a CUP prior to issuance of an ABC license.

The applicant is currently remodeling the interior of the building, which includes removal of the food warmer counters, new flooring, seating and paint.

ANALYSIS:

General Plan & Zoning

The proposed use is consistent with the General Plan and Zoning designations for the project site:

- General Plan (2040) Commercial General designation: *Retail and services for the entire city, auto sales, and other highway-oriented commercial uses. Mixed-use commercial/residential and stand-alone residential is also permissible.*

- SPMC Title 16, General Commercial (C-G) zone: *The C-G zone accommodates a broad range of retail and wholesale commercial enterprises, service uses, entertainment uses, offices and other businesses that serve both local and regional customer bases. Development may consist of stand-alone stores or coordinated commercial centers. Residential use is also permitted in this zone subject to the development standards contained in this chapter.*

Required Findings

Per SPMC § 16.58.010 *Alcoholic Beverage Sales*

Any use providing alcohol beverages for on-site consumption is subject to the following standards and conditions on use:

A. *All new sales of alcohol, with the exception of temporary sales as specified in Section 16.58.030 of this Chapter, must obtain a Conditional Use Permit.*

   The applicant has requested a Conditional Use Permit for a California Department of Alcohol and Beverage Control Type 41 On-Sale Beer and Wine – Eating Place.

B. *A new alcohol sales use may only be established in a location such that the proposed use will not contribute to undue concentration of such uses in an area where additional such uses would be undesirable, with consideration to be given to the area's function and character, problems of crime and loitering, traffic problems and capacity.*

   The Department of ABC allows a maximum of eight on sale licenses within Census Tract 7.01. Currently there are five licenses in this area. According to ABC, Tract 7.01 is not over concentrated.

C. *Except for temporary sales of alcohol, sale of alcoholic beverages within 300 feet of a public or private school is prohibited on weekdays between the hours of 7:00 a.m. and 6:00 p.m.*

   The subject location is not within 300 feet of any public or private schools.

D. *The proposed use must not adversely affect adjacent or nearby properties.*

   Based on required compliance with the conditions of approval herein, the sale of beer and wine for consumption on-site only is not anticipated to adversely affect nearby properties and is compatible with surrounding uses. The restaurant will be located within a shopping mall, which is compatible with restaurant uses which allow alcohol consumption on-site.

E. *Adequate litter receptacles must be provided.*

   As a condition of approval, the applicant will provide adequate trash and recycling containers to reduce litter.

F. *Where the proposed use is near residential uses, it must be limited in hours of operation, or designed and operated, so as to avoid disruption of resident's sleep between the hours of 10:00 p.m. and 7:00 a.m.*

The closest residential uses are to the west of the restaurant; approximately 130 feet from the rear of the restaurant building to the front property line of the homes on Elizabeth Ct. Proposed hours of alcohol sales are from 11AM-11PM Monday-Saturday and 11AM-9PM Sunday. The only Entertainment is recorded music. Should alcohol sales disturb the nearby residential uses sleep between the hours of 10PM-7AM, the applicant will be required to limit the sale of beer and wine to 10PM.

G. *No signs advertising any kind of alcoholic beverage, including beer, which will be easily visible from the exterior of the business, will be permitted.*

   As a condition of approval, signs advertising alcoholic beverages which are easily visible from the exterior of the business will not be permitted.

H. *Windows will be required to be kept free of signs and other obstructions to allow visual inspection from the outside.*

   As a condition of approval, windows will be kept free of signs or other obstructions.

I. *The property owner/applicant and the City must enter into an Enforcement Agreement to facilitate the control of the sale of alcohol, inclusive of beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new agreement.*

   Before the applicant will be allowed to sell alcohol for on-site consumption, the applicant must comply with SPMC § 16.58.010 (I) and enter an Enforcement Agreement that is subject to review and approval by the City Council.

SPMC § 16.218.040 *Conditional Use Permits*

Planning Commission may approve and/or modify a Conditional Use Permit in whole or in part, with or without conditions, provided that all of the following findings of fact are made:

1. *The proposed use at the particular location is necessary or desirable to provide a service or facilities that will contribute to the general convenience or welfare of the neighborhood or the community;*

   Consistent. The proposed use, on-site serving of alcohol is a service that contributes to the general convenience of the community by providing its customers with a service commonly found at a full service restaurant. This is a service sought after and enjoyed by a large segment of the community.

2. *The characteristics of the proposed use are not unreasonably incompatible with the types of use permitted in the surrounding areas;*

   Consistent. The existing business is in harmony with the surrounding area because the intended use is commercial in nature, is supportive of a restaurant, and is compatible with the surrounding properties.

3. *The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan;*

   Consistent. The proposed use is consistent with the relevant sections of the governing General Plan (2040), and, the Santa Paula Municipal Code, where applicable. A restaurant is a permitted use in the C-G zoning district and alcohol sales is conditionally allowable. The characteristics of the proposal are neither unreasonably incompatible with the types of uses permitted. The proposed use is consistent with the objectives, policies, general land uses, particularly the following:

   - Land Use Element, Community Character and Urban Form**:** LU1
   - Land Use Element, Balanced Land Use & Economic Opportunity: LU3
   - Land Use Element, Extended Business Hours: LU 5.4
   - Economic Development and Downtown, Support Existing Businesses: EDD1.1

4. *The proposed use will not, under the circumstances of the particular case be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or injurious to property or improvements in the vicinity.*

   Consistent. The proposed use will not be detrimental to the health, safety, or general welfare because, as proposed and conditioned, the project will comply with all current Planning, Building & Safety, Public Works, Police and Development Code requirements.

5. In making the abovementioned findings, the Planning Commission has considered the following factors.

   a. *Possible damage or nuisance from noise, glare, smoke, odor, fumes, dust, or vibration;*
   b. *Possible hazard to persons or property from explosion, contamination, or fire; and*
   c. *Possible hazard or inconvenience caused by unusual volume or character of traffic*

   The sale of alcohol for on-site consumption at the restaurant is not likely to result in damage or nuisances; hazards from fire, explosion or contamination; or inconveniences caused by unusual traffic because, on its own, alcohol consumption does not result in any of the above circumstances. The proposed use

will not significantly change the character of the use, where the building capacity of the restaurant limits the total number of persons at the property. Further, ample parking is available in the shopping center to accommodate the foreseeable traffic generated by the restaurant. The property will also be subject to all current Planning, Building & Safety, Public Works, Police and Development Code requirements. In addition, the mandatory Enforcement Agreement with the Police Department will ensure compliance with conditions of approval and provide the Police Department with a mechanism should law enforcement need to close down the facility due to alcohol related incidents.

ENVIRONMENTAL REVIEW:

The proposed Project is Categorically Exempt from the requirements of CEQA, pursuant to the Santa Paula Guidelines and CEQA Guidelines, §15301, (Class 1, Existing Facilities) since the Project involves a request to allow the on-site sale of beer and wine in conjunction with a restaurant use, and there will be negligible or no expansion of the restaurant use.

PUBLIC NOTIFICATION:

A notice of public hearing was published in the *Santa Paula Times* in compliance with state law. Also, in compliance with the City's Zoning Ordinance, all property owners within a 500-ft radius of the project site, were mailed notifications of the public hearing. As required by Resolution No. 3820 of the City Council, the project site was also posted with a sign at least eleven (11) days prior to the hearing.

ALTERNATIVES:

The following alternatives are available to the Planning Commission:

1. Adopt Resolution No. 3848 approving Conditional Use Permit No. 2023-CUP-01 to allow the right to sell alcohol in compliance with the California Department of Alcohol and Beverage Control Type 41 license provisions for Dee Thai Cuisine restaurant located at 592 W. Main Street, subject to the conditions of approval.

2. Continue the hearing in order to obtain further information or for the applicant to make any requested revisions to the project.

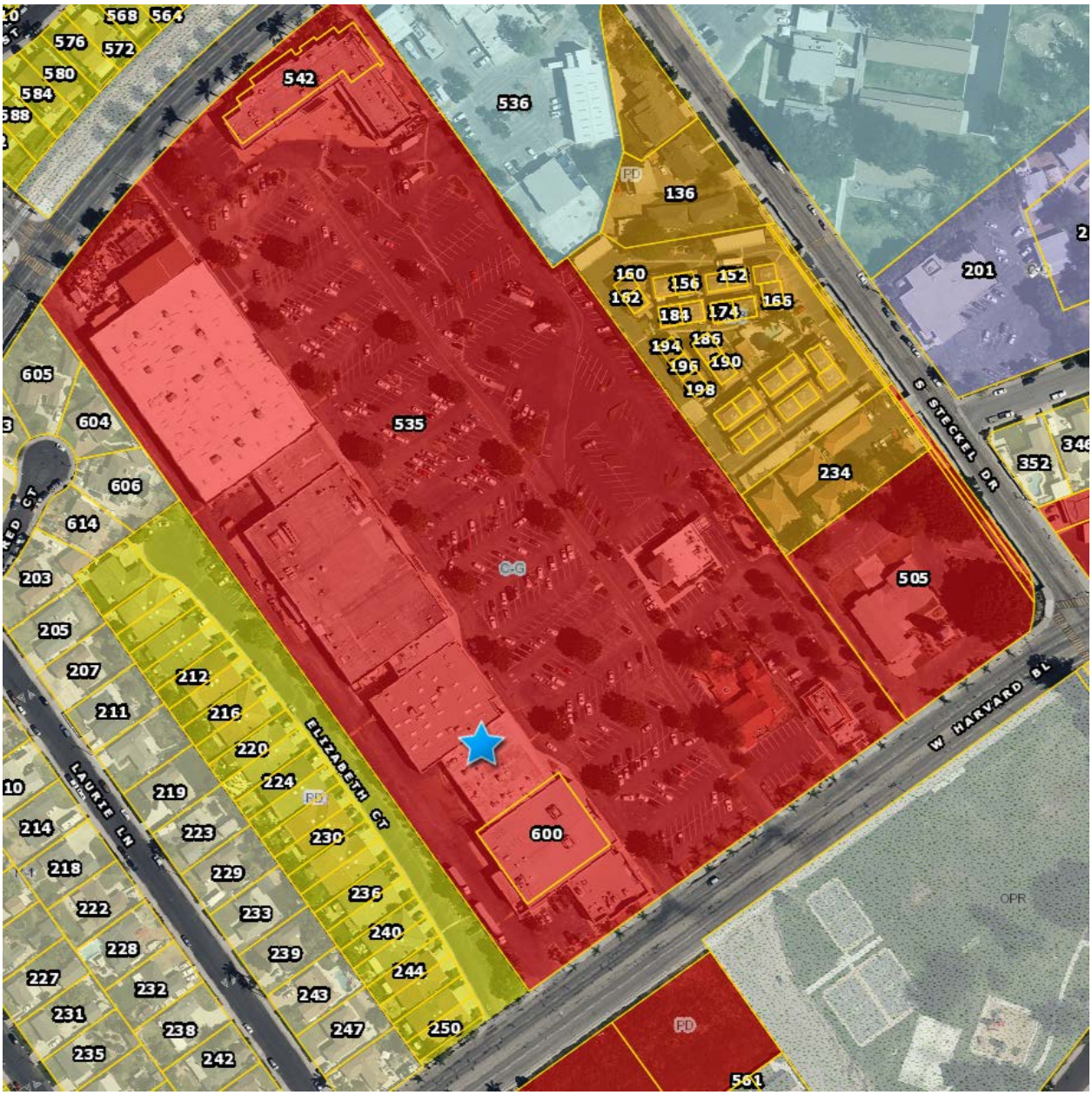
3. Deny the applicant's request and direct staff to prepare a Resolution of Denial.

ATTACHMENTS:

A – Resolution & Exhibit A Conditions of Approval
B – CUP Questionnaire
C - Vicinity Map
D - Floor Plan
E – Site Photos

ATTACHMENT C

VICINITY MAP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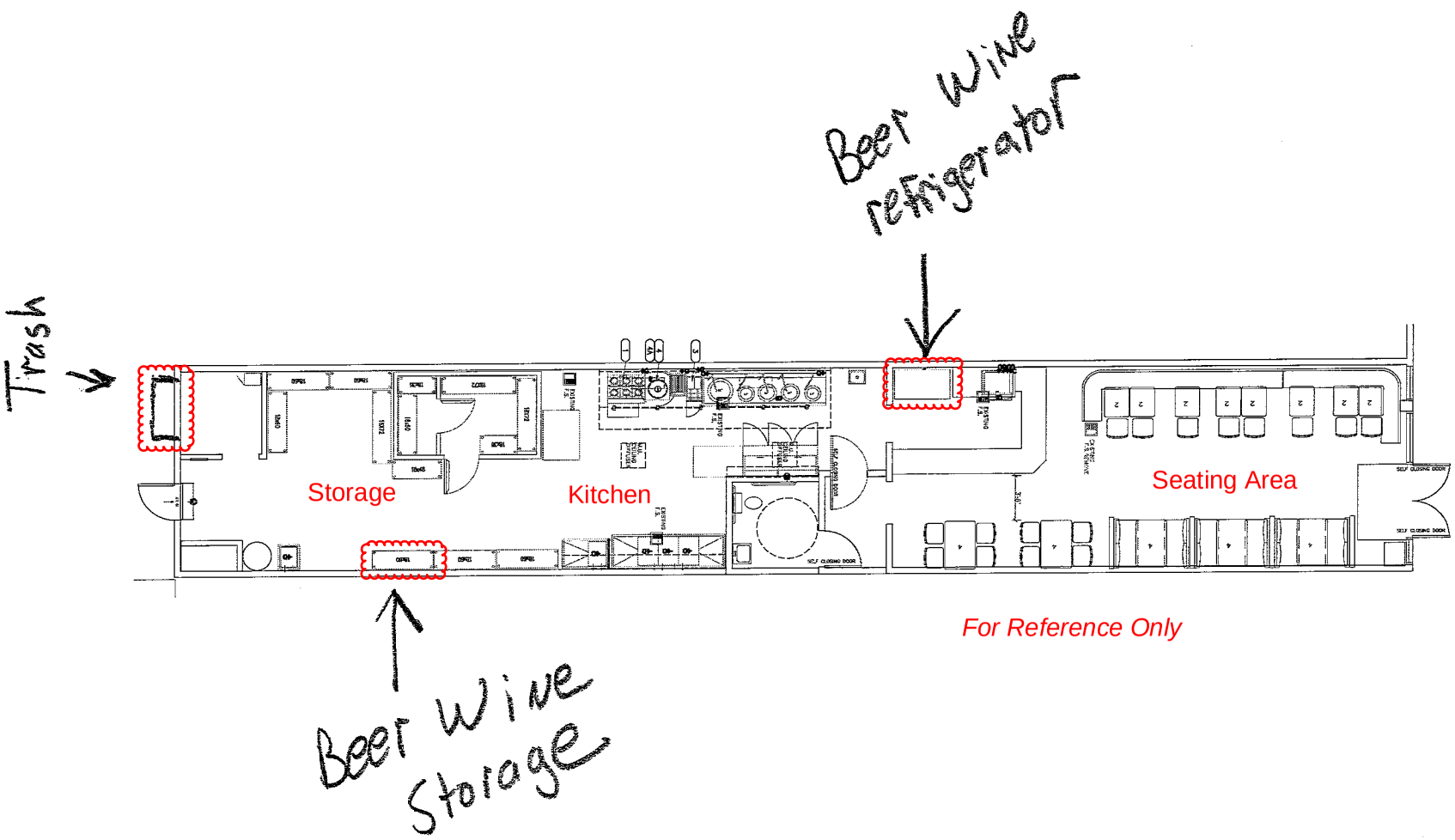
ATTACHMENT D

FLOOR PLAN



For Reference Only

ATTACHMENT E

PHOTOS

23-CUP-01, 592 W. MAIN ST.- DEE THAI CUISINE- PHOTOS

23-CUP-01, 592 W. MAIN ST.- DEE THAI CUISINE- PHOTOS

Galaxy S22 Ultra

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: AMERICAN RESCUE PLAN ACT (ARPA) BUDGET ALLOCATIONS

Date: June 21, 2023

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Resolution No. 7467 establishing partial funding obligations associated with the City's disbursement of American Rescue Plan Act (ARPA) funds.

BACKGROUND:

Like many municipalities across the country, Santa Paula has a unique and unprecedented opportunity to utilize Federal stimulus funds known as the American Rescue Plan Act (ARPA). As a part of the $1.9 trillion package passed by the U.S. Congress and Senate and signed by the President, some $65.1 billion have been allocated to local jurisdictions, of which Santa Paula has received a total of approximately $7.1 million. Santa Paula's funds are split into two allocations, known as tranches, with the first half in receipt as of July 2021, and the second half received in July 2022, for approximately $3.55 million each.

As a non-entitlement city with a population under 50,000, funds were disbursed to the City through the State. Additionally, unlike FEMA funds, the City is not required to seek reimbursement, rather the City's allocation is sent in advance. Recipients must obligate all funds by December 31, 2024 and expend funds by December 31, 2026.

Over the course of the past two years, Council has held several public meetings to review multiple requests as well as robust lists of projects, programs and partnerships to guide Council's discussion on proposed uses of ARPA funds, the most recent of which was on May 2, 2023.

Attached as Exhibit A, Council Authorized ARPA Projects / Programs / Purchases Funded, is an overview which outlines all Council approved ARPA budget allocations totaling $6,937,909. Additionally, the first two columns identify the method used for Council's approval of funding for projects, programs and purchases that received funding from Tranche 1 and Tranche 2.

On May 02, 2023, Council conducted a public meeting and held a robust discussion regarding additional ARPA funding requests, reallocation's and allocating the remaining ARPA funds.

ANALYSIS:

Staff is returning with an adopting Resolution No. 7467, allocating the remaining ARPA funding as Council recommended on May 2, 2023, establishing partial funding obligations associated with the City's disbursement of American Rescue Plan Act (ARPA) funds.

Moving forward with these allocations will allow staff the ability to begin working on the programs and projects identified in Exhibit A. As such, staff is asking Council to adopt Resolution No. 7467 allocating funding for the remaining programs/projects on the list identified in the resolution.

STRATEGIC PLAN:

Funding support for the projects and programs presented above will assist in moving several of Council's Strategic Goals forward as noted in Exhibit A.

FISCAL IMPACTS:

The allocation requests in Resolution No. 7467 include revenues and expenses Council has recommended and approved on May 2, 2023.

OPTIONS:

City Council has the following option available:

1. Do not approve certain budget resolution line items in Resolution No. 7467 for ARPA spending; however, doing so will put on hold those programs and projects which require funding to move forward.

ATTACHMENTS:

Exhibit A - Full ARPA Allocations_Projects Final.pdf
Resolution_7467_Amending_The_City_s_Operating_and_CIP_Budget_for_FY2022-23-1-1.docx

EXHIBIT A - ARPA PROGRAMS / PROJECTS & ALLOCATION RECOMMENDATIONS

Method of Allocation	Method of Allocation	Description	Total Budget	Total Available for Reallocation
Reso 7351		**City Council Event Support** - Parks & Recreation Special Event Sponsorship Program for the for the purpose of supporting local festivals, parades and special events.	$ 30,000	
Reso 7351	Reso 7418	**Grant Writing** - Grant Writing funds to hire a professional grant writing firm to bolster staff's ability to respond to upcoming grant cycles.	$ 84,000	
Reso 7416		**Clean Power Alliance** - Fund paid for a feasibility study to determine if the City should join the Clean Power Alliance (CPA)	$ 10,000	
Reso 7421		**Interpretation Services** - Funding to test out a pilot program for interpretation services at public meetings.	$ 10,000	
Budget		**Parks & Recreation Community/Senior Center** - Funding allows Senior Programming supplies, equipment, etc.	$ 14,000	
Budget		**American Bloom** - Funding to support downtown planter beautification efforts by American Bloom for FY21/22 & FY22/23	$ 40,000	
Reso 7351		**Mobile Activity Center** - Funding to support a traveling Parks & Recreation Mobile Activity Center (MAC) which provides opportunities for youth throughout the community to participate in various spring/summer activities.	$ 85,000	
Reso 7351		**Reduced/Waived Recreation Fees** - Funding to provide residents reduced/waived Parks & Recreation fees coming out of the pandemic.	$ 25,000	
Reso 7421		**City Corps** - Funding to support the purchase of startup equipment for City Corps such as canopies, recycling canes, pickers, gloves, tables, chairs, uniforms, etc.	$ 15,000	
Reso 7421	Reso 7381	**Portable LED Lighting** - Funds to purchase LED Portable Lights which can be used for public events, road work, Parks & Recreation activities, sports, etc.	$ 25,000	
Budget		**P&R Soccer Goals** - Funds have been used to purchase Parks & Recreation soccer goals for Teague and Las Piedras Park.	$ 12,500	$ 1,395
Budget		**Parks Field Rentals -** Funding for rental supplies and the purchase of a striping robot, equipment and paint for fields for sports activities.	$ 20,000	
Reso 7421		**Electric Mower** - Funds have been used to purchase a 72" electric riding mower to replace an older diesel mower.	$ 50,000	$ 785

Budget	Reso 7421	**User/DIF Fee Study** - Funds will be utilized to complete a User Fee Study and Development Impact Fee (DIF) Study	**$ 84,285**	
Reso 7381	Reso 7421	**Downtown Beautification** - Funding will be used to support downtown enhancements, amenities and beautification efforts such as wayfinding, tree wells, benches, lighting, new trash receptacles.	**$ 175,000**	
Reso 7421		**Homeless** - Funding to assist with homeless encampment cleanup and/or assistance along the watershed basin, river bottom and rail corridor.	**$ 50,000**	
Budget	Reso 7381	**Economic Development** - Funding to support various Economic Development and community engagement opportunities to bolster the Santa Paula economy such as downtown enhancement studies, increased communications with local businesses, funds for a new community Welcome Kit, business roundtable meetings, in person business counseling sessions, ribbon cutting ceremonies, advertising costs for Farmers Markets, community events, etc.	**$ 80,000**	
Budget		**Heritage Valley Tourism** - Funds to support the reestablishment of the Heritage Valley Tourism Bureau (HVTB) for FY22/23 and FY23/24	**$ 20,000**	
Budget		**SPPD Radio Upgrades / Key Mgmt. System** - Purchase of equipment to upgrade SPPD radio systems and implement a key security access system.	**$ 65,495**	
Reso 7421	Reso 7381	**SPPD CAD System** - Funding is supporting the purchase of a new Police Department Computer Aided Dispatch (CAD) System which is 24 years old.	**$ 218,000**	
Reso 7351		**Anti-Vehicle Barriers** - Funded the purchase of 18 Archer anti-vehicle barriers and a trailer to provide a safe and efficient method to close down and secure City streets during events such as downtown parades, events and festivals.	**$ 160,000**	**$ 215**
Budget		**Public Relations** - Funding to support a pubic relations firm in FY21/22 and FY22/23 to bolster communications efforts, assist with press releases/social media and to strategize with staff on outreach activities.	**$ 115,000**	
Reso 7421		**Green Infrastructure** - Funds will be utilized to make investments in “green” infrastructure, charging stations, etc.	**$ 50,000**	
Budget	Reso 7421	**Bike Master Plan** - Funds will be utilized to support the creation of a citywide Bike Master Plan / Bike Assessment Study throughout the City.	**$ 50,000**	
Reso 7381		**Banner Program** - Funds were used to revitalize the downtown Banner Program, in partnership with the Property Business Improvement District (PBID), as well as the Military Banner program.	**$ 10,000**	

Reso 7421		**Skip Loader** - Funds were utilized to purchase a skip loader for multi-department use in Public Works, Parks & Recreation, Water Division, Street Division, etc.	**$ 100,000**	
Reso 7351		**FEMA Study** - Funds will be utilized to hire a consultant to develop an alternative floodplain study to address deficiencies in current FEMA assessment of the City which places many residents in an unfavorable position, requiring those homeowners to purchase flood insurance.	**$ 150,000**	
Reso 7342		**Business Outreach** - Funds were utilized to partner with the Chamber of Commerce to conduct business outreach with small business owners to inform them of a variety of grant programs to bounce back from the effects of the pandemic.	**$ 10,000**	
Reso 7381		**Community Nonprofits** - Funds were used to fund a Nonprofit Emergency Relief Grant Fund which provided funding support to 10 local nonprofits who served the Santa Paula community during the pandemic.	**$ 250,000**	
Reso 7421		**Street Improvement Funding/Pavement Management Plan (PMP)** - Funding will be utilized to upgrade/replace traffic signals at the intersections of Palm/Peck in conjunction with the Harvard Blvd. project as part of the Street Improvement Funding/Pavement Management Plan (PMP).	**$ 553,010**	
Reso 7421		**MESA Tanks** - Funding will be utilized for the replacement of two water tanks known as the MESA Tanks.	**$ 1,500,000**	
Reso 7366		**Harvard Blvd. Project** - Funding to assist with the Harvard Blvd. Water/Sewer and Pavement Improvement Project	**$ 1,500,000**	
Reso 7421		**SPPD Remodel** - Funding will be utilized to support building upgrades and security enhancements to the SPPD facility.	**$ 150,000**	
Reso 7421		**Community Center** - Funding will be used in conjunction with $100K in County ARPA funding to remodel the restrooms and lobby at the Community Center.	**$ 100,000**	
Reso 7342		**WRF Equipment** - Funding used to purchase replacement equipment at the Water Recycling Facility (WRF) when former operator ceased operations.	**$ 90,000**	
Budget		**Fleet Shop** - Funded the installation of insulation in the fleet shop and upcoming heating upgrades.	**$ 33,000**	
Reso 7381	Reso 7421	**Eucalyptus Tree Removal & Tree Replacement** - Removal and pruning of trees throughout the City.	**$ 200,000**	

Reso 7421		**Train Depot** - Funds will help with facility repairs to the Train Depot which could include 2nd story improvements, structural repairs, and deck repairs.	$ 100,000	
Budget		**LRSP Grant** - Funds will provide the local match required to complete a citywide Local Road Safety Plan (LRSP) grant which will allow the City to seek further grant funding opportunities for our roads.	$ 20,000	
Budget		**City Bldg Lighting Retrofit** - Funds will support the installation of new lighting and energy efficiency measures throughout the City.	$ 74,000	
Reso 7366		**ADA Study** - Funding to conduct an ADA Self Evaluation Transition Plan study.	$ 21,619	
		Total	$ 6,349,909	
Projects / Programs / Purchases Requiring Adjustments				
Budget		**Temp Personnel** - During the two-year budgeting process for FY21/22 and FY22/23, staff budgeted $15,000 to hire temporary Public Works personnel.	$ 15,000	$ 15,000
Budget		**Code Compliance** - During the two-year budgeting process for FY21/22 and FY22/23, staff budgeted $70,000 for code enforcement contract services.	$ 40,000	$ 40,000
Reso 7386		**Lobbying Efforts -** To hire federal lobbyists to assist with earmark requests.	$ 30,000	$ 30,000
Budget		**Transfer to Mobile Home Fund** - During the two-year budgeting process for FY21/22 and FY22/23, staff budgeted $20,000 for contractual services related to the Mobile Home fund.	$ 20,000	$ 20,000
Reso 7342	Reso 7351	**Employee Enhancements** - Funds provided a one time premium payment to city employees who were deemed essential workers throughout the entirety of the pandemic and were asked to have their benefits and pay reduced when the City was concerned with large losses in revenues due to the pandemic.	$ 168,000	$ 10,681
Reso 7421		**Internship Programs** - Funding to support Lead for America Fellow Program, AmeriCorps or internal internships	$ 15,000	$ 5,000
Reso 7351		**Boys & Girls Club** - Funding to remodel the bathroom facilities at the Boys & Girls Club Building	$ 300,000	$ 200,000
		Total ARPA Funds Allocated to Date	$ 6,937,909	
		Total ARPA Funds Received	$ 7,130,228	
		Unused ARPA Funds	$ 192,319	

		Possible ARPA Funds Available for Reallocation		**$ 323,076**
		Total Possible ARPA Funds Available		**$ 515,395**
ARPA Projects / Programs / Purchase Spending Requests for Council Consideration				**Strategic Plan**
		Boys & Girls Club Kitchen Remodel - Jan Marholin has secured $100,000 in funds from Ventura County Child Development Resources (CDR) and would use those funds in conjunction with an estimated $160,000 to complete a needed kitchen remodel which plans have already been drawn up for. Additionally, the building was recently red tagged during the weather related storms and requires improvements.	**$ 100,000**	
		Boys & Girls Club Storm Improvements - The building has weather related storm drainage issues and may require improvements. Any unused funding will be dedicated to the kitchen remodel project.	**$ 40,000**	
		Customer Service Enhancements - Funding will assist with customer service enhancements, enhanced payment options and the transition to new utility bills. This item could be funded through the enterprise fund.	**$ 17,489**	
		Surveillance Cameras - Funding will support the replacement and installation of approx. 30 surveillance cameras throughout the City to assist with monitoring school zones, key intersections, public facilities, persons of interest or missing persons. Any substantial amount of funding would move this effort forward.	**$ 35,000**	**Strategic Plan 2023-2025**
		Special Event Sponsorship Program - Would fund an additional year of funds for the Parks & Recreation Special Event Sponsorship Program for the for the purpose of supporting local festivals, parades and special events. This funding, inclusive of unspent ARPA funds from the first $30,000 allocation, would support the program for FY23-25.	**$ 30,000**	
		Façade Improvement Program - The PBID Board in June 2022 voted to set aside $50,000 of their funds to partner with the City towards the implementation of a Façade Improvement Program. The PBID is looking to Council for support of this initiative to assist with this effort.	**$ 50,000**	
		*__ADA Study__ - Additional funding is currently required to complete the ADA Self Evaluation Transition Plan study of which Council originally set aside $21,619.	**$ 25,406**	

		***Lobbyist Reallocation** - On March 1, 2023 and May 4, 2023, Council set aside $100,000 to cover the costs of two consulting firms assisting the City with the Districting efforts. Staff is proposing swapping a portion of the General Fund allocation for Districting (which is an eligible ARPA expenditure under revenue loss) to cover previously approved ARPA expenditures deemed ineligible. Those items are $12,000 in lobbying costs and $5,000 to cover the startup costs for a Cultural Arts Collective.	**$ 5,000**	
		City Facilities Master Plans - Pursue long term options and Master Plans for the Corporate Yard/Water and City Hall Campus improvements. Estimated $50,000 per facility.	**$ -**	**Strategic Plan 2023-2025**
		Downtown Lighting/Safety - Improve and maintain lighting and safety measures in alleys and parking lots within the downtown keeping in mind historical aesthetics. (GP EDD 4.c.) Budget TBD	**$ -**	**Strategic Plan 2023-2025**
		Navigational Signage - Attract "pass-through" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and SR126 to promote business and tourist opportunities. Study. Request partnerships w PBID.	**$ 50,000**	**Strategic Plan 2023-2025**
		Public Art/Mural/QR Codes - Support public art and the mural program with one mural, pursue methods to increase funding, and pursue the integration of technology with QR codes for historical buildings/murals.	**$ -**	**Strategic Plan 2023-2025**
		Senior Master Plan - Develop a Senior Master Plan.	**$ 15,000**	**Strategic Plan 2023-2025**
		Youth Facilities - Explore expansion of youth facilities and resources.	**$ 20,000**	**Strategic Plan 2023-2025**
		Recreational Facilities - Explore options for community recreational facilities (i.e. dog park, pickle ball court).	**$ -**	**Strategic Plan 2023-2025**
		Banners - The current allocation of ARPA funds for the banner program are almost completely spent and were used to revitalize the downtown Banner Program, in partnership with the Property Business Improvement District (PBID), as well as the Military Banner program. Several streets (Mill St. and 10th St.) currently do not have banners. There is an opportunity in the coming months to partner with the County and Cultural Arts Collective related to the County 150th anniversary to have a citywide youth art exhibition displayed through the downtown banners. Funding will help maintain our existing banners and support additional banner projects such as this.	**$ 7,500**	

		SPPD Remodel - While Council has set aside $150K of ARPA funding, any additional funding will allow RCW to complete necessary reconfiguration, security enhancements, and upgrades that will help accommodate the department's growth and extend the life of the station by at least 15-20 years. We have $1.35 million set aside for this project, yet the entire project is estimated to cost $2.5 million. As a result, the project has been broken up into 6 phases with 2-3 years of work. The more funding allocated will dictate how many phases can move forward.	**$ 100,000**	**Strategic Plan 2023-2025**
		Programs/Projects which would require ongoing budgeted funding		
		Intranet Services - Staff is researching efforts related to an internal intranet to improve internal communication, increase efficiencies within the organization, assist with records management, provide flexibility with enhanced security for remote work (should it be required) and improve employee engagement. These funds would provide seed money to help move this effort forward, however ongoing costs would need to be budgeted for in future years as it would require annual costs.	**$ -**	
		EnerGov Consultant - Hire a consultant to impliment "turn on" previously budgeted permitting software to streamline the application and permitting processes for businesses.	**$ 20,000**	**Strategic Plan 2023-2025**
		CRM Database - Explore options for CRM database to enhance communications with residents.	$ -	**Strategic Plan 2023-2025**
		Emergency Communications - Explore technology and increase subscribership with emergency communications to enhance disaster-preparedness efforts.	$ -	**Strategic Plan 2023-2025**
		Total Possible ARPA Funds Available		**$ 515,395**
		Total Requests	**$ 515,395**	
		Difference		**$0**

RESOLUTION NO. 7467

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, AMENDING THE CITY'S OPERATING AND CIP BUDGET FOR FISCAL YEAR 2022/23.

SECTION 1: The City Council for the City of Santa Paula does resolve as follows:

A. The City Council adopted the Operating Budget and Capital Improvement program for Fiscal Year 2022/23 on June 23, 2021,

B. The Fiscal Year 2022/23 Budget revenues have increased by $3.5 million in FY 22/23 due to additional funding made available by the American Rescue Plan Act ("ARP"),

C. The Council discussed various ways to allocate the ARPA funds in various study sessions over the past sixteen months.

D. Previous budget allocations ARPA funds for Fiscal Years 2020/21 and 2021/22 were approved by Council via Resolutions 7342, 7347, 7351, 7352, 7366, 7381, 7416, and 7418.

SECTION 2: The City Manager has proposed a budget adjustment as described in the Council report dated June 21, 2023 for Fiscal Years 2022/23 based direction provided by the City Council during the study session.

SECTION 3: The City Council has reviewed the proposed budget for use of a portion of the ARPA funds and does hereby find the recommendation to be necessary and in the City's best interest.

SECTION 4: The City of Santa Paula's operating and CIP Budget for Fiscal Year 2022/23 is hereby amended as follows:

GENERAL LEDGER	USE OF FUNDS DESCRIPTION	INCREASE	DECREASE
412-4-7500-4277	Unallocated ARPA Funds	$ 192,319	
412-5-1532-610	P&R Soccer Goals		$ 1,395
412-5-4502-610	Anti-Vehicle Barriers		$ 215
412-5-1532-610	Electric Mower		$ 785
412-5-5011-227	Temp Personnel		$ 15,000
412-5-3002-209	Code Compliance		$ 40,000
412-5-0511-209	Lobbying Efforts		$ 30,000
412-5-7501-758	Transfer to Mobile Home Fund		$ 20,000
412-5-7501-199	Employee Enhancements		$ 10,681

412-5-0512-227	Internship Programs		$ 5,000
412-5-1501-660	B&G Club Bathroom Remodel		$ 200,000
412-5-XXXX-XXX	B&G Club Kitchen Remodel/Storm Improvements	$ 140,000	
412-5-XXXX-XXX	Customer Service Enhancements	$ 17,489	
412-5-XXXX-XXX	Surveillance Cameras	$ 35,000	
412-5-0501-323	Special Event Sponsorship Program	$ 30,000	
412-5-XXXX-XXX	Façade Improvement Program	$ 50,000	
412-5-9XXX-295	ADA Study	$ 25,406	
100-5-0504-203	Districting Efforts	$ 5,000	
412-5-XXXX-XXX	Navigational Signage	$ 50,000	
412-5-XXXX-XXX	Senior Master Plan	$ 15,000	
412-5-XXXX-XXX	Youth Facilities	$ 20,000	
412-5-XXXX-XXX	Banners	$ 7,500	
412-5-XXXX-XXX	SPPD Remodel	$ 100,000	
412-5-XXXX-XXX	EnerGov Consultant	$ 20,000	

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 21st day of June, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, Interim City Attorney

Approved as to content:

_____
Dan Singer, City Manager

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PROFESSIONAL SERVICES AGREEMENT WITH HUNT DESIGN FOR A CITYWIDE WAYFINDING PROJECT

Date: June 21, 2023

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute a Professional Services Agreement with Hunt Design to design a wayfinding signage package for the City of Santa Paula in an amount not to exceed $60,000; in a form approved by the City Attorney.

BACKGROUND:

City staff has been seeking to address the challenge of enhancing the City's public spaces and improving the overall experience for residents and visitors alike. One significant aspect of achieving this goal is the implementation of a comprehensive wayfinding system that provides clear and effective navigation throughout the city.

In September 2022 staff initiated a Request for Proposal process to identify a design consultant to assist the city in developing a wayfinding program. Four firms were identified that had experience with wayfinding programs in California. Of the four companies two declined to submit proposals and two firms submitted proposals at the October 19, 2022 deadline, Hunt Associates and RSM Designs. Further activity on the review of proposals and selection of a consulting firm were delayed until the new City Council seats were established following the November 2022 elections and until new appointments to boards and commissions were finalized. In March 2023 the City established a Wayfinding Committee tasked with identifying a qualified design firm to develop and implement a comprehensive wayfinding solution.

The Wayfinding Committee is comprised of representatives from the following Committees/Commissions: City Council, Planning Commission, Design Review Committee, Senior Commission, Parks and Recreation Commission, Chamber of Commerce, and the Property Business Improvement District. The Wayfinding Committee reviewed the two proposals and conducted a thorough evaluation of each firm's qualifications, experience, and creative approach to wayfinding design. Following interviews with both companies, the Wayfinding Committee unanimously recommended Hunt Design as the preferred candidate to undertake the development and implementation of the city's wayfinding system.

ANALYSIS:

Hunt Design has extensive experience in wayfinding design. The Committee appreciated their comprehensive understanding of the unique needs and characteristics of Santa Paula, and their innovative approach to creating visually engaging and user-friendly wayfinding systems. The firm demonstrated a thorough understanding of the City's vision for the project and presented a detailed plan that aligns with Santa Paula's aesthetic, cultural, and historical context. Hunt has conducted similar wayfinding programs in more than 35 cities and districts in California. As part of their services Hunt will design city entry signage, vehicular directional signs, downtown pedestrian directory signs, downtown public parking directional signs, and a public service reader board. Exhibit A to the new contract (Attachment A) outlines the project work plan fee and Exhibit B is Hunt Design's proposal, including the scope of work they offer. The recommended contract is for an amount not to exceed $60,000.

STRATEGIC PLAN:

1. **Economic Development**

Goal: Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

Objective 2. Downtown beautification – Effectuate visual and physical improvements to the historic downtown corridor, to include public amenities, improved signage, façade improvements, and safety measures.

Metrics. Develop a schedule for completion of suggested improvements, based on priority, and present periodic updates to the Property Business Improvement District (PBID) and City Council. Schedule, milestones, projects (number of facades improved, number of wayfinding signs installed, etc.)

Objective 10. Create a welcoming environment to attract "drive-by" or "pass-through" traffic by identifying or building out key locations, access points and traffic circle islands where murals, landscaping, wayfinding signage or decorative fencing can be utilized.

Metrics. Specific locations for improvements and related costs within the 2021-22 fiscal year.

2. **Community Vitality**

Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

Objective 4. Improve wayfinding signage throughout the City and SR126 to help guide visitors in a friendly and informative way.

Metrics. By Spring 2022 have a comprehensive wayfinding program defined with critical locations installed. The full program will expand as budget allows.

FISCAL IMPACTS:

The cost of the proposed contract is $60,000. A funding request is included in the Proposed Budget for FY 2023/24 (100-5-3002-209).

OPTIONS:

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

1. Choose not to enter into this contract; however, this may hinder improving the economic development and mobility within the City.

ATTACHMENTS:

ATTACHMENT_A_Santa_Paula__Professional_Services_Agreement__Hunt_6-2023_-41384258-v2-c1.docx
HUNT WAYFINDING PROPOSAL - compressed.pdf

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of June, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Hunt Designs, a Limited Liability Partnership incorporated in California with its principal place of business at 88 North Fair Oaks Avenue #105, Pasadena, CA 91103 ("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 Wayfinding services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Citywide Wayfinding project ("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 Wayfinding consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2024 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SIXTY-THOUSAND DOLLARS** (**$60,000**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor 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. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a schedule of anticipated performance.

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: Community and Economic Development Department Director, and Planning and Economic Development Manager

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Hunt Design
88 North Fair Oaks Avenue #105
Pasadena, CA 91103

ATTN: John Temple, Principle

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

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project,

it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the

Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

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

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

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

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

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

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

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

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

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

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

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

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
HUNT DESIGN

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

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

HUNT DESIGN

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

To clarify the scope of work as described in the RFP and addendum, we restate our understanding of the scope in our own words based on substantial experience with similar assignments. Each of the sign elements listed below may have a place within the overall City wayfinding, as well as the separate Old Town Santa Paula and TOD Packing House District packages. Determination of which elements are appropriate for each condition will resolved during planning and design phases.

Scope areas and elements for design, study and recommendation

- City entry signage
- Vehicular directional signs
- Downtown pedestrian directory signs
- Downtown public parking directional signs
- Public service reader board

Scope of Services

Task 1 – Survey, Assessment and Schematic Design

1.1 Conduct a kick-off meeting with Santa Paula Sign Program Committee to help clarify the goals of the program, identify likely issues and challenges.

1.2 Review and develop a working knowledge of Santa Paula; its circulation, community history, culture, arts, commerce and architectural elements.

1.3 Conduct a review, assessment and inventory of existing wayfinding signage throughout the City. Analyze vehicular and foot traffic to understand how people move around the City. Provide recommendations for use of existing poles (where applicable).

1.4 Identify primary circulation routes and decision points leading to public amenities and parking, for drivers, pedestrians and cyclists.

1.5 Review Santa Paula branding and use in environmental graphic applications.

1.6 Review requirements of all authorities holding jurisdiction, including federal, state and local, to determine basis-of-design for all wayfinding signage.

1.7 With input from Sign Program Committee, create list of attractions and destinations for inclusion on wayfinding signs. Develop hierarchy of destination list and criteria for inclusion on vehicular signs, and pedestrian directories.

1.8 Develop preliminary sign location plan to identify key signage locations and quantities for new signage program and identify existing signage locations for removal.

1.9 Develop preliminary schematic design concepts to express the wayfinding strategy. Explore visual form for each of the five sign types. Included will be studies of size, scale, typeface, color, branding, material, sequence, and relationship to architecture, landscape and streetscape elements. Consider historic, contextual and environmental qualities in design process. Develop up to three signage system concept options.

1.10 Prepare preliminary cost estimate using in-house estimator and 3rd-party industry sources.

1.11 Present the schematic design options and the preliminary sign location map to Sign Program Committee.

Work Products: Sign survey and inventory; Preliminary destination list for City and Districts; Branding evaluation; Preliminary signage design concepts.

Timeline: Anticipated duration of Task 1 is 4 to 5 weeks from NTP.

Task 2 – Program Design and Development

2.1 Refine best of conceptual designs into recommended design direction based on input from Sign Program Committee.

2.2 Refine criteria for and continue to develop list of likely wayfinding destinations—drawing from cultural, historic, recreational and even commercial places.

2.3 Present the Developed Design and sign program refinements at up to two (2) meetings.

2.4 Refine preliminary cost estimate. Prepare statement of Probable Cost for fabrication, installation and maintenance.

2.5 Based on input and refinement from the Sign Program Committee and Stakeholder Groups, revise sign type design and locations and prepare final draft of Santa Paula wayfinding program.

2.6 Prepare final presentation showing design intent and present to City Council for approval of design and overall program.

Work Products: Developed plan and design recommendations; Presentation to Council.

Timeline: Anticipated duration of Task 2 is 6 to 8 weeks from completion of Task 1.

Task 3 – Bid Documents

3.1 Upon approval by City Council, Hunt will prepare design-intent drawings and specifications of the signage and graphics elements to 75% level for review.

- 75% Sign location plans
- 75% Design Intent drawings (elevations, necessary sections, construction & installation details, and copy layouts)
- 75% Specifications
- 75% Signage matrix with sign wording for all signage and graphics elements

3.2 Hunt will incorporate City's comments and prepare fully developed design-intent drawings and specifications of the signage and graphics elements to 100% level to solicit formal bids.

- 100% Sign location plans
- 100% Design Intent drawings (elevations, necessary sections, construction & installation details, and copy layouts)
- 100% Specifications
- 100% Signage matrix with sign wording for all signage and graphics elements

Work Products: 75% Bid Documents and 100% Bid Documents.

Timeline: Anticipated duration of Task 3 is 6 to 8 weeks from completion of Task 2.

Task 4 – Construction and Support Services

4.1 Assist in review bids from sign contractors for adherence to scope. Review suggested alternates.

4.2 Review RFIs, shop drawings, color and materials samples, mock-ups and other submittals provided by the sign contractor.

4.3 Assist in administration and inspection for installation of key typical signage elements.

4.4 Conduct sites visit to inspect signage installation. Two site visits assumed.

4.5 Prepare "punch list" of items requiring post installation attention by sign contractor.

Work Products: RFIs responses; Submittal review; Inspection reports; Punch list.

Timeline: To be determined based on sign contractor schedule.

Notes to scope:

As allowed for in the City's response to Hunt Design's question, Hunt is proposing that any structural design and calculations be excluded from the design scope of services and that those services be provided by the sign contractor prior to pulling permits. Having a sign contractor provide structural engineering is the process by which nearly all of Hunt's projects are produced and installed. Similarly, any electrical engineering or coordination associated with the gateway sign elements should be performed by the sign contractor during their shop drawing and permitting process.

EXHIBIT "B"
SCHEDULE OF SERVICES

[***INSERT SCHEDULE***]

EXHIBIT "C"
COMPENSATION

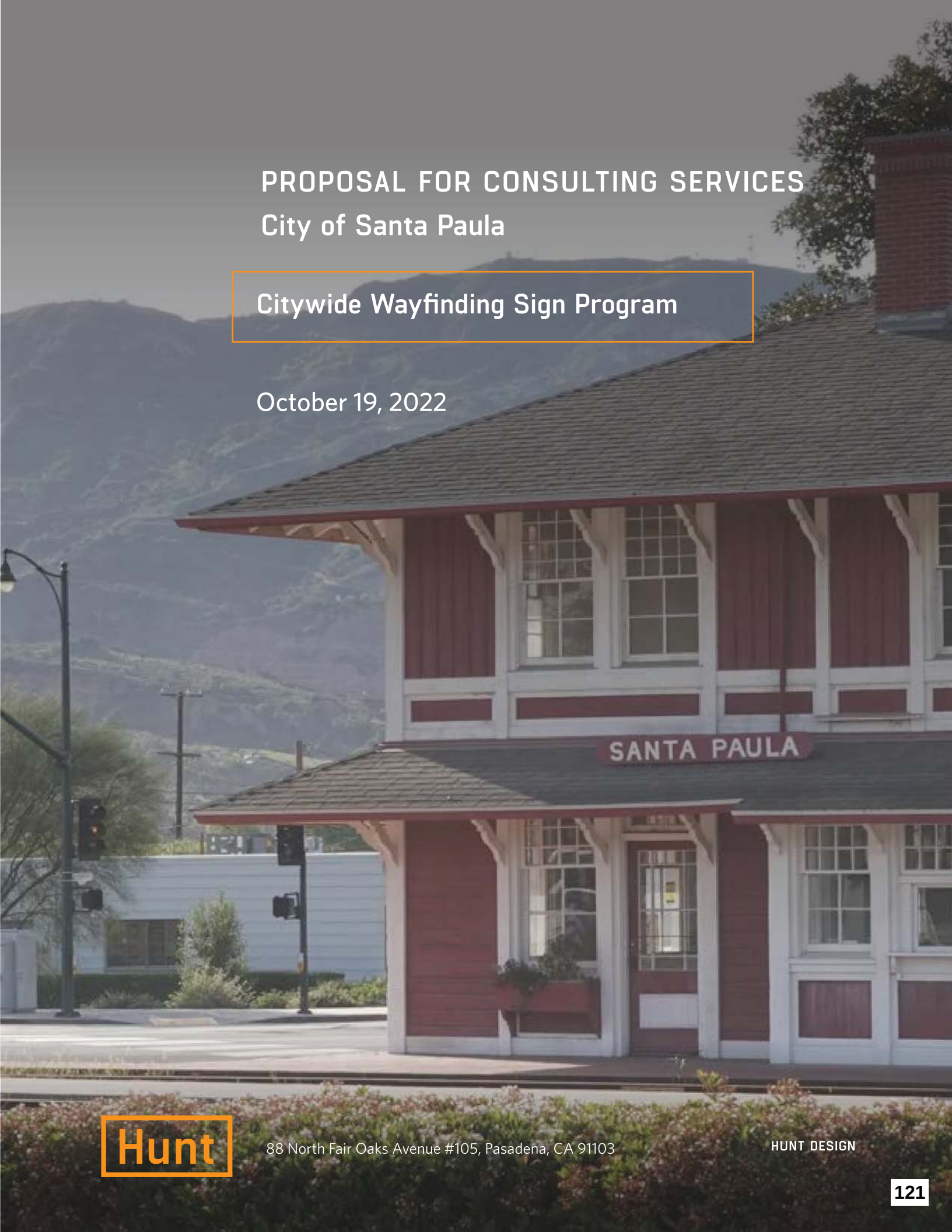
[***INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]

PROPOSAL FOR CONSULTING SERVICES

City of Santa Paula

Citywide Wayfinding Sign Program

October 19, 2022



Hunt

88 North Fair Oaks Avenue #105, Pasadena, CA 91103

HUNT DESIGN

Hunt

88 North Fair Oaks Avenue, #105
Pasadena, California 91103
626.793.7847

October 19, 2022

Community & Economic Development
970 Ventura Street
Santa Paula, CA 93060

Attention: Mr. James Mason

Subject: Consulting Services for Citywide Wayfinding Sign Program

Hunt Design is pleased to submit this proposal to plan and design a wayfinding program for the City of Santa Paula. For over forty years Hunt Design has programmed, designed, and supervised state-of-the-art signage projects for private and public clients, including over fifty city directional sign and/or gateway projects in six states. We help cities and towns welcome and direct visitors through creative signage and graphics.

Hunt Design is a California S Corporation owned and operated equally by two partners, and has been in continuous operation since 1977. Wayfinding and environmental graphics are our specialties.

The needs of Santa Paula parallel those of many of our city clients: plan, design, document and help implement a brand-driven wayfinding sign program, all with the input and participation of the City, key stakeholders and the public. And, all within the environmental, architectural and cultural context of Santa Paula. A successful wayfinding program builds on a community's unique features and destinations.

Because Hunt Design works frequently with and for city governments, we are familiar with the sometimes daunting stakeholder, public review and council approval processes. Excellent civic design and implementation requires a unique kind of consensus building and communication; among our strengths are our meeting and diplomacy skills—we work well with committees, stakeholders and the public. All of our many city sign projects have been processed, guided and ultimately approved by such groups.

We acknowledge receipt of the RFP and responses to our questions. As Principal of the firm, I am responsible for answering any questions related to this proposal and for negotiating and signing contracts on behalf of Hunt Design.

Respectfully submitted,

John Temple, Principal
john@huntdesign.com

Qualifications - Company Information

Hunt Design is a graphic design consulting firm specializing in signage and environmental graphics programs for cities, public spaces, theme parks, retail projects, entertainment centers and multi-use developments. Our services include identity development, signage master planning, concept consultation, programming, schematic design, design development, documentation and implementation supervision. Incorporated under the same name since 1990, the firm is owned and managed by two active partners and has been located in Pasadena, California since 1983.

Hunt Design is a national leader in the planning and design of environmental graphics. Our diverse clients and projects take us all over the country and around the world—we have current assignments in thirty locations throughout California and in seven states.

Hunt Design is the recipient of numerous awards and has consistently been selected for publication of outstanding projects. Hunt principals are frequently sought after for speaking engagements on signage, environmental graphics and wayfinding.

Representative Projects

Aliso Viejo, CA
Bellflower, CA
Belmont, CA
Big Bear, CA
Brea, CA
Claremont Village, CA
Covina, CA
Cupertino, CA
Downtown Burbank, CA
Downtown Los Angeles, CA
Duarte, CA
Fountain Hills, AZ
Glendale, CA
Goodyear, AZ
Hollywood, CA
Idaho Falls, ID
Juneau, AK
Laguna Hills, CA
Laguna Niguel, CA
Lakewood, CA
Long Beach, CA
Los Gatos, CA
Monterey, CA
Newport Beach, CA
Palm Springs, CA
Palo Alto, CA
Paramount, CA
Pasadena, CA
Redondo Beach, CA
Sacramento, CA
San Carlos, CA
San Gabriel, CA
San Juan Capistrano, CA
Santa Barbara, CA
Santa Cruz, CA
Torrance, CA
Treasure Island, San Francisco, CA
Walnut Creek, CA
West Sacramento, CA
Westwood Village, CA
Wichita, KS

Excellent firm. One of the best consulting firms that we have worked with regarding responsiveness, knowledge, completeness and timeliness of deliverables.

—Gus Abadjis,
San Diego Unified Port District

Methodology

Hunt Design begins its analysis of a city from the perspective of the first-time visitor. What is Santa Paula? How do I know I'm there? How is it different from other neighboring cities? What are its unique and important areas and destinations? Can I walk to places? Where should I park? What is the local history? Establishing a unique and appropriate identity and a sense of welcome and access is not easy, but a proprietary signage program can make a substantial difference. To a first-time visitor, an understandable town is a welcoming town. Each and every sign is the visual voice of the City and collectively, signs are the true interface between visitors and Santa Paula's rich and varied assets.

Free public places have many of the same needs and opportunities as paid destinations. Cities and their downtowns should have a sense of continuity, design and spirit, just as those places that have an admission fee. Major destinations should be easy to find; others should be able to be discovered; visitors should feel at ease and comfortable. Good wayfinding signage makes a city look organized, confident and inviting; it facilitates circulation and fosters longer stays and potentially stronger commercial and retail engagement.

Just as we've done for many California cities, we accept our responsibility to learn about Santa Paula, and to respond to local conditions and expectations. It will be our job to understand Santa Paula and how the circulation functions. We put ourselves in the place of visitors and tourists who are navigating Santa Paula for the first time. The wayfinding program should serve the needs of the first time or infrequent visitor. Approaching the project with no preconceptions helps put us "in the shoes" of the very audience we are trying to reach with the wayfinding design and plan.

Here are some initial observations that we've made based on a cursory exploration of the city and its Downtown. Currently, the stone clad monuments that define the Historic Downtown are well-designed but fairly subtle. A more purposeful branded logo element for the Historic Downtown might help to define the area and give it a sense of "Arrival" (with a capital "A") for visitors encountering the area for the first time. A unique branded identity for Historic Downtown could be used on more than just entry monuments. Street furniture, banners, marketing material and other ephemera could be used to help reinforce the Historic Downtown brand.

Identifying public parking is a key component to many downtown wayfinding programs, and the inclusion of parking signage in this project scope of work makes a great deal of sense. Angled parking along Main Street is convenient and visible, but other parking options are not obvious to the visitor. Enhanced public parking identification and directional information will ease visitor confusion about parking availability. This type of sign can have a dramatic impact on the guest experience of visiting the Historic Downtown.

Given that 10th Street (Highway 150) is the major access to the Downtown area, it needs prominent signage for visitors approaching from Highway 126. Since Highway 150 is under Caltrans jurisdiction, there will be limits on the types of wayfinding signage that will be allowed on this major artery. Caltrans has a category of Community Wayfinding Guide Signs that may be appropriate for 10th Street. The Downtown wayfinding will need to bridge the gap between Caltrans signs and unique proprietary Santa Paula wayfinding signage.

Scope of Work

To clarify the scope of work as described in the RFP and addendum, we restate our understanding of the scope in our own words based on substantial experience with similar assignments. Each of the sign elements listed below may have a place within the overall City wayfinding, as well as the separate Old Town Santa Paula and TOD Packing House District packages. Determination of which elements are appropriate for each condition will resolved during planning and design phases.

Scope areas and elements for design, study and recommendation

- City entry signage
- Vehicular directional signs
- Downtown pedestrian directory signs
- Downtown public parking directional signs
- Public service reader board

Scope of Services

Task 1 – Survey, Assessment and Schematic Design

1.1 Conduct a kick-off meeting with Santa Paula Sign Program Committee to help clarify the goals of the program, identify likely issues and challenges.
1.2 Review and develop a working knowledge of Santa Paula; its circulation, community history, culture, arts, commerce and architectural elements.
1.3 Conduct a review, assessment and inventory of existing wayfinding signage throughout the City. Analyze vehicular and foot traffic to understand how people move around the City. Provide recommendations for use of existing poles (where applicable).
1.4 Identify primary circulation routes and decision points leading to public amenities and parking, for drivers, pedestrians and cyclists.
1.5 Review Santa Paula branding and use in environmental graphic applications.
1.6 Review requirements of all authorities holding jurisdiction, including federal, state and local, to determine basis-of-design for all wayfinding signage.
1.7 With input from Sign Program Committee, create list of attractions and destinations for inclusion on wayfinding signs. Develop hierarchy of destination list and criteria for inclusion on vehicular signs, and pedestrian directories.
1.8 Develop preliminary sign location plan to identify key signage locations and quantities for new signage program and identify existing signage locations for removal.
1.9 Develop preliminary schematic design concepts to express the wayfinding strategy. Explore visual form for each of the five sign types. Included will be studies of size, scale, typeface, color, branding, material, sequence, and relationship to architecture, landscape and streetscape elements. Consider historic, contextual and environmental qualities in design process. Develop up to three signage system concept options.
1.10 Prepare preliminary cost estimate using in-house estimator and 3rd-party industry sources.
1.11 Present the schematic design options and the preliminary sign location map to Sign Program Committee.

Work Products: Sign survey and inventory; Preliminary destination list for City and Districts; Branding evaluation; Preliminary signage design concepts.
Timeline: Anticipated duration of Task 1 is 4 to 5 weeks from NTP.

Task 2 – Program Design and Development

2.1 Refine best of conceptual designs into recommended design direction based on input from Sign Program Committee.
2.2 Refine criteria for and continue to develop list of likely wayfinding destinations—drawing from cultural, historic, recreational and even commercial places.

2.3 Present the Developed Design and sign program refinements at up to two (2) meetings.
2.4 Refine preliminary cost estimate. Prepare statement of Probable Cost for fabrication, installation and maintenance.
2.5 Based on input and refinement from the Sign Program Committee and Stakeholder Groups, revise sign type design and locations and prepare final draft of Santa Paula wayfinding program.
2.6 Prepare final presentation showing design intent and present to City Council for approval of design and overall program.

Work Products: Developed plan and design recommendations; Presentation to Council.
Timeline: Anticipated duration of Task 2 is 6 to 8 weeks from completion of Task 1.

Task 3 – Bid Documents

3.1 Upon approval by City Council, Hunt will prepare design-intent drawings and specifications of the signage and graphics elements to 75% level for review.
- 75% Sign location plans
- 75% Design Intent drawings (elevations, necessary sections, construction & installation details, and copy layouts)
- 75% Specifications
- 75% Signage matrix with sign wording for all signage and graphics elements

3.2 Hunt will incorporate City's comments and prepare fully developed design-intent drawings and specifications of the signage and graphics elements to 100% level to solicit formal bids.
- 100% Sign location plans
- 100% Design Intent drawings (elevations, necessary sections, construction & installation details, and copy layouts)
- 100% Specifications
- 100% Signage matrix with sign wording for all signage and graphics elements

Work Products: 75% Bid Documents and 100% Bid Documents.
Timeline: Anticipated duration of Task 3 is 6 to 8 weeks from completion of Task 2.

Task 4 – Construction and Support Services

4.1 Assist in review bids from sign contractors for adherence to scope. Review suggested alternates.
4.2 Review RFIs, shop drawings, color and materials samples, mock-ups and other submittals provided by the sign contractor.
4.3 Assist in administration and inspection for installation of key typical signage elements.
4.4 Conduct sites visit to inspect signage installation. Two site visits assumed.
4.5 Prepare "punch list" of items requiring post installation attention by sign contractor.

Work Products: RFIs responses; Submittal review; Inspection reports; Punch list.
Timeline: To be determined based on sign contractor schedule.

Notes to scope:

As allowed for in the City's response to Hunt Design's question, Hunt is proposing that any structural design and calculations be excluded from the design scope of services and that those services be provided by the sign contractor prior to pulling permits. Having a sign contractor provide structural engineering is the process by which nearly all of Hunt's projects are produced and installed. Similarly, any electrical engineering or coordination associated with the gateway sign elements should be performed by the sign contractor during their shop drawing and permitting process.

Qualifications - Hunt Design Team

John Temple, Principal/Project Manager
John has been an integral part of Hunt Design for nearly 30 years, joining Hunt after heading up the graphics department at an international architectural firm. As a principal, and Project Manager, John directs many of the firm's most significant projects, including those in the areas of urban streetscape, airports, higher education and health care. A graduate of Art Center College of Design and Claremont McKenna College, he has been a key player in the firm's recent wayfinding assignments for the Cities of Glendale, Bellflower, West Sacramento, Torrance and the planned development of Treasure Island in San Francisco. Named partner and co-owner of Hunt Design in 2003, he is a natural leader and participates actively in firm management.

Kevin Taylor, Senior Designer
Kevin received his bachelor's degree in architecture from the University of Minnesota but quickly pivoted his professional interest towards graphic design. His natural talent as a designer shows in the work he does for exhibits and environmental graphic design projects of all kinds. Prior to joining Hunt Design, some of his past work includes The Hoop Hall Experience, Nokia exhibits, The Port Discovery Children's Museum exhibits, the Experience Music Project in Seattle and America I Am. For six years as a full-time employee of Hunt Design, Kevin served as lead designer on some of our most successful city wayfinding and branding projects including Hollywood, Napa, Los Gatos, and Bellmont. In Kevin's current role as an independent contractor to Hunt Design, he has served as a Senior Designer for project such as the City of Bellflower, Marassi Water World, West Sacramento and the Greater Zion Visitor Center. *Kevin is known for his keen sense of design and his ability to create unique and affective designs for our clients.*

Bret Yourstone, Designer
Hunt is lucky to be able to attract some of the most talented young designers from around the country. We were excited to have Bret start his design career with us after studying at the University of California, Davis with a unique focus on environmental graphic design. His practical experience in pop up exhibits and city wayfinding projects as an undergrad has allowed him to jump in and play a significant role in a number of projects in the office. He is helping to develop signage and guidelines for the Hayward Area Recreation and Parks District, as well as wayfinding for the Presidio in San Francisco and the Cities of San Marino, San Carlos, Napa, Santa Cruz and Torrance. *Bret is known for his passion for environmental graphic design and his cooperative approach to finding design solutions.*

Steve Hernandez, Technical Designer
Having joined Hunt Design in 1990, as a draftsman, Steve has contributed to and worked on over one hundred signage projects. His experience and knowledge of the sign industry has led to Steve's expanded role as sign programmer for many of Hunt Design's clients. Steve's deliberate and thoughtful planning for wayfinding assignments shows in the work he has performed for the Cities of Bellflower, Cupertino, Duarte, Glendale, Idaho Falls, Monterey, Palo Alto, Paramount, Redondo Beach, San Carlos, San Marino, Santa Barbara, Santa Cruz, Santa Monica, and Walnut Creek. *Steve is known for beautifully detailed design and complex problem solving.*

HUNT PROJECT TEAM

John Temple, *Principal*
Project Manager
john@huntdesign.com

"I have worked directly with John Temple on several high profile public projects with a diverse group of stakeholders. John was a strong advocate for quality and creativity in the design and implementation of signage and way finding for these projects, and his even keeled temperament and professionalism made sure that the end result was highly functional and visually stunning."

—Windom Kimsey FAIA, President + CEO TSK Architects

Kevin Taylor
Senior Designer

Bret Yourstone
Designer

Steve Hernandez
Technical Designer

References

Bellflower, CA - Wayfinding for Downtown
2020 - 2021
Key Hunt Design Staff: John Temple, Kevin Taylor, Steve Hernandez
Client Reference: (Project Manager)Annika Miyashiro-Ruiz, Marketing Specialist
562.804.1424 ext 2249 / amiyashiro@bellflower.org

Focused wayfinding system, including vehicular and pedestrian signage for Downtown Bellflower. Signage elements incorporate City branding and reinforce city's distinct blue color. Separate public parking signage directs to Downtown lots and newly built parking structure. Specific business destinations are incorporated in a pedestrian map to orient visitors.
Hunt budget: $60,000

Torrance, CA - Citywide Wayfinding Design
2019 – 2022
Key Hunt Design Staff: John Temple, Chris Loomis, Bret Yourstone
Client Reference: Fran Fulton, Economic Development Manager – Office of the City Manager
310.618.2875 Direct / FFulton@TorranceCA.gov

Hunt designed citywide gateways, and vehicular and pedestrian wayfinding program. The design features an image of the iconic and historic Irving Gill bridge, a gateway to the City. Hunt's design effort will join forces with the City's GIS and planning effort, currently underway, to provide appropriate signage locations and messaging based on traffic counts and City survey research.
Hunt budget: $39,000

Santa Clara Valley Water District - Signage Master Plan
2019 – 2021
Key Hunt Design Staff: John Temple; Bret Yourstone: Dinnis Lee
Client Reference: Jimin Lee, Public Information Representative, Office of Communications
(408) 630-2815/ johlee@valleywater.org

Signage Master Plan for the public water management district that provides stewardship over the water resources for an area that encompasses all of Santa Clara County's 1,300 square miles and serves two million residents.
Hunt budget: $90,000

Fee Proposal

In return for the above services Hunt Design is to be paid fixed fees by project task as follows:

Task 1 – Survey, Assessment and Schematic Design	$	13,850
Task 2 – Program Design and Development	$	18,450
Task 3 – Bid Documents	$	14,700
Task 4 – Construction and Support Services	$	6,650
Subtotal	$	53,650
Estimated Expenses	$	2,500
TOTAL	$	56,150

Notes to the fees:

1. Hunt Design's fees are based on standard hourly rates:
   Principal $175, Senior Designer $145, Designer $130, Drafting/ Technical $ 110.
2. Includes up to two (2) in-person meetings and four (4) virtual meetings from Task 1 initiation through the end of Task 3.
3. Includes one (1) in-person City Council meeting at the end of Task 2
4. Includes two (2) field surveys during Task 4
5. In addition to the above fees, Hunt Design is to be reimbursed for standard expenses incurred in connection with this project at cost. Such expenses include: travel, prints, computer imagery, mileage and other normal reproduction charges.

Excluded:

- Structural engineering and calculation details
- Electrical engineering and details
- Dynamic message signs
- Coordination or meetings with Caltrans
- Multiple printed sets of the final documentation.

Timeline:

- Duration of Task 1 is 4 to 5 weeks from NTP
- Duration of Task 2 is 6 to 8 weeks from completion of Task 1
- Duration of Task 3 is 6 to 8 weeks from completion of Task 2
- Duration of Task 4 to be determined based on sign contractor schedule

RELATED PROJECTS

Hunt

CITY OF IDAHO FALLS BRANDING & WAYFINDING

IDAHO

Complete city rebrand for the City of Idaho Falls.

- Graphic standards manual including City logo, multiple logos for each department, print collateral and city vehicle wraps
- Applied city logo to waterfall entrance monument, and across an all-new city-wide signage and wayfinding system
- Applied the brand to the city Zoo and park system

Hunt

PASADENA WAYFINDING

PASADENA, CALIFORNIA

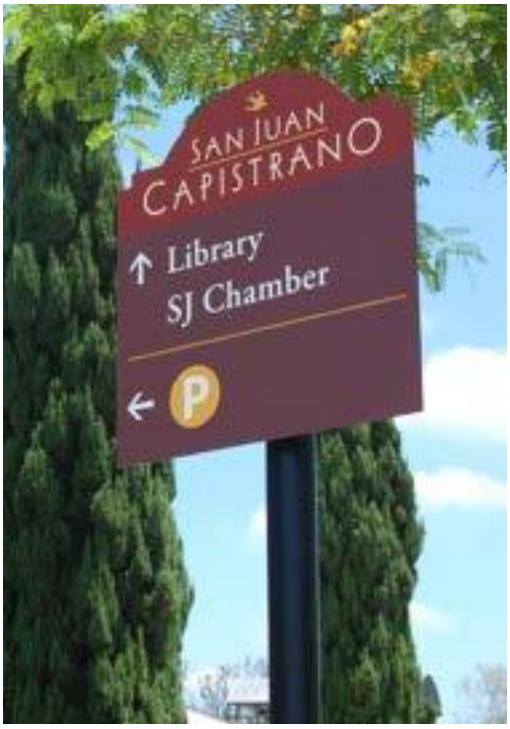
Directional sign system for the City of Pasadena, a four district city
- helps visitors find civic landmarks, public transportation and cultural destinations
- unique color system to differentiate the four districts
- includes both vehicular and pedestrian signage

Hunt

SANTA BARBARA WAYFINDING

SANTA BARBARA, CALIFORNIA

Directional sign system for the coastal City of Santa Barbara.
- helps visitors find civic landmarks, public transportation and cultural destinations
- unique color system to differentiate the citiwide signage from the waterfront and the historic El Pueblo Viejo area
- includes both vehicular and pedestrian signage



San Juan Capistrano

Hunt

SAN JUAN CAPISTRANO WAYFINDING

SAN JUAN CAPISTRANO, CALIFORNIA

Directional sign system for a historic downtown
- design themes based on local architecture
- enhanced map directory
- reflects a unique visual identity

Hunt

WESTWOOD VILLAGE WAYFINDING

LOS ANGELES, CALIFORNIA

Integrated signage project for lively area of Los Angeles
- developed with the local business improvement district
- extensive stakeholder participation
- authorized by Los Angeles Department of Transportation

Hunt

CITY OF BELLFLOWER, CALIFORNIA

- Vehicular and pedestrian signage for Downtown Bellflower
- Signage elements incorporate City branding
- Parking signage directs to Downtown lots
- Specific business destination categories are incorporated in pedestrian map

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: AUTHORIZATION TO SUBMIT A TRANSPORTATION CAPITAL APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM

Date: June 21, 2023

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Resolution No. 7465 authorizing the City of Santa Paula's participation in the USDOT Safe Streets and Roads for All (SS4A) program.

BACKGROUND:

The Safe Streets and Roads for All (SS4A) program is a newer federal program provided through the Infrastructure Investment and Jobs Act / Bipartisan Infrastructure Law (IIJA/BIL) and is broadly described as a federal discretionary funding program for Vision Zero-type transportation safety projects.

The program awards grants on a competitive basis to localities nationwide (states are not eligible applicants under SS4A). Any local government may apply, but localities are limited to one application (and potential award) per submission cycle. Submissions go directly to USDOT and are not filtered through state departments of transportation. There are four submission cycles left with the next round of submissions due July 10, 2023.

The program provides $1 billion in funding annually for the next four years, beginning in FY 2022. Approximately 40% of project funding in FY 2022 went to localities requesting funds to create safety “Action Plans” that identify capital or operating projects for implementation. Remaining funds went to “Implementation” awards funding up to 80% of capital or operating funds for a project in localities that have already completed associated planning.

Since SS4A is an annual grant program with at least three more planned award cycles after July 10, the City of Santa Paula plans to maximize opportunities for funding throughout the lifespan of the program, however, the first step is applying for an Action Plan (Plan) grant.

Approval is required to submit applications for most external transportation funding programs.

In particular, applications to the SS4A program require a resolution of support from the relevant governing body.

ANALYSIS:

The attached resolution (Exhibit A) authorizes and directs that an application be submitted to the United States Department of Transportation (USDOT) for the SS4A program. Staff proposes applying to this program and seeking $280,000 in funding for a Plan grant which would allow the City to obtain the necessary dollars to work with a contracted entity to develop the Plan.

As part of the SS4A program, local agencies are required to develop a Plan, also known as a "Vision Zero" Plan, to reduce or eliminate roadway fatalities and serious injuries by implementing projects and strategies shaped by data before they can request implementation funds. The Plan would allow staff to understand the trends of accident locations, conditions, and other safety factors that result in serious injury and/or death on our roads in the City, including Route 126 and traveled roadways in city limits connected to K-12 schools.

Once completed, the City would then be qualified to seek up to $10 million in funding for implementation costs associated with the last three cycles of SS4A.

Implementation funds could pay for items such as:

- Construction or renovation of pedestrian crosswalks and signals
- Sidewalk repairs
- Upgraded markings
- ADA accessibility enhancements
- Speed feedback signs
- Bus bulb-outs/in-lane transit stops
- Leading pedestrian intervals
- Pedestrian hybrid beacons
- Bike routes along select corridors
- Strengthening connections to transit
- Traffic signal upgrades
- Speed management strategies

If awarded Plan funds, staff would conduct an RFP to hire a consultant to work with staff to create a Plan which would allow the City to apply for future SS4A cycles.

STRATEGIC PLAN:

Approval of this item moves the City closer to completing City Council’s two-year Strategic Plan, Section C. Infrastructure, Transportation & Mobility, Objective #1, "Improve and maintain pedestrian systems through a Sidewalk Maintenance Plan, which includes expanded efforts on annual sidewalk maintenance, repair, and ADA improvements as well as supporting the goal of maintaining and developing the City's infrastructure to be safe, sustainable, innovative, and cost-efficient.

FISCAL IMPACTS:

Should staff be successful in obtaining SS4A Action Plan grant funding, a 20% local match

($56,000) will be covered through in-kind match contributions via staff salaries and wages, grant tracking and monitoring, services related to engagement with community members, organization stakeholders, businesses and industries in the community and indirect charges. Although it is not anticipated, should our in-kind services portion not be sufficient to cover the entire $56,000, staff will return to Council with a request for additional funds.

OPTIONS:

City Council has the following options available:

1. Do not adopt Resolution No. 7465. As a result, staff will not be able to submit an award worthy SS4A grant application request and will forgo the ability to seek future rounds of SS4A implementation funds.

ATTACHMENTS:

Reso No. 7465 - SS4A.pdf

RESOLUTION NO. 7465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, SUPPORTING A VISION ZERO ACTION PLAN IN THE CITY, AND ADOPTING A GOAL TO REDUCE TRAFFIC RELATED FATALITIES AND SERIOUS INJURIES.

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

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

A. Tragically, at least one person is killed in traffic-related accidents every year in Santa Paula; and

B. Minority and low-income communities face a disproportionate risk of serious injuries and fatalities in connection with traffic-related accidents; and

C. 83% of Santa Paula's population is identified as an underserved community, as classified by the Equitable Transportation Community (ETC) Explorer; and

D. The entirety of Santa Paula city limits are classified as Historically Disadvantaged Community and/or Persistent Poverty Census Tract; and

E. Fatalities and serious injuries caused by traffic-related accidents are devastating and a serious public safety issue that necessitates public action; and

F. The City of Santa Paula recognizes that traffic-related fatalities and serious injuries are preventable and not inevitable, and commits to working collaboratively with a diverse group of stakeholders in the City to continue to identify and implement evidence-based projects and programs that reduce the potential for serious traffic-related injuries and fatalities in our community.

G. The Safe Streets and Roads for All (SS4A) program is a program provided through the Infrastructure Investment and Jobs Act / Bipartisan Infrastructure Law (IIJA/BIL) and is broadly described as a federal discretionary funding program for Vision Zero-type transportation safety projects.

H. It is desire of City Council to apply to the SS4A program for funding to reduce traffic-related fatalities and injuries in the City.

SECTION 2. The above recitals are true, correct, and are hereby adopted as the findings, purpose, and intent of the City Council.

SECTION 3. The City of Santa Paula supports the development of a Vision Zero Action Plan, a holistic and evidence-based plan that is aimed at ensuring the safe, adequate, and equitable accommodation of all users of all roadways in the City, including Route 126 and traveled roadways in city limits connected to K-12 schools.

SECTION 4. The City of Santa Paula pledges to the goal of "Vision Zero," which commits to working towards the goal of zero deaths in the City by the year of 2030.

SECTION 5. Based on the foregoing, City Council authorizes and directs that an application be submitted to the United States Department of Transportation (USDOT) for the SS4A program.

SECTION 6. This Resolution shall be immediately effective upon its adoption.

APPROVED AND ADOPTED by the Santa Paula City Council on this 21st day of June, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo
Interim City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer
City Manager

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: REQUEST FOR QUALIFICATIONS FOR CITYWIDE STREET MAINTENANCE SERVICES

Date: June 21, 2023

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Citywide Street Maintenance Services.

BACKGROUND:

On May 2, 2023, staff presented to the City Council a 5-Year Pavement Management Plan (PMP) within a 20-year forecast. The PMP is used as a roadmap for the development of the City's Capital Improvement Program (CIP) that includes ongoing pavement repair, resurfacing, and rehabilitation of the City's streets.

The plan calls for extensive citywide street maintenance every 4 to 5 years to extend the service life of certain existing roads. Streets selected for treatment between 2024 and 2026 are dependent on actual progress in the 2023-2024 program. These updated plans will address the upcoming fiscal years, with a baseline reflecting the previously developed Five-Year PMP. This list will be subject to yearly review and revisions based on observations of the actual condition of the street, analysis of its rate of deterioration, selection of other streets in the area, market conditions, cash flow strategies, and other factors.

In addition to maintaining street pavement in the public right-of-way, maintenance of City right-of-way and associated facilities is required on a routine basis. This would include City owned parking lots, repair of sidewalks, and to repair/replace curb ramps. The plan currently projects the maintenance and repair of five (5) City owned parking lots and associated disabled accessible parking and accessible paths of travel. These proposed locations include four (4) parks and the City Hall Campus parking lots.

The PMP is essential for ensuring City roads that are in good condition remain in that condition for a much longer time. If done regularly, the PMP will reduce the amount of costly pavement rehabilitation and reconstruction work in the future, as well as mitigating hazards associated with damaged or uplifted sidewalks, missing curb ramps and other necessary work within the City's right of way.

ANALYSIS:

The City needs specialized contractors to perform pavement improvement work in order to accomplish the goals of the PMP in a timely manner. By pre-qualifying contractors to be utilized on an on-call basis, the delays associated with a traditional Request for Bids (RFB) process is eliminated on the front end of each project. Rather, staff has access to a pre-qualified group of contractors available to efficiently respond to the needs of the City.

Every project assigned to a contractor will still require a separate written scope of work and contract. Dependent upon the overall value of the contract approval by either the Department Head, City Manager or the City Council.

The contractors will be evaluated based on their qualifications, experience, and unit prices. Staff is looking to contact with multiple contractors to provide options related to specific capability and availability. By having multiple contractors retained with maintenance agreements, the City will be able to carry out all aspects of the Street Maintenance Program in an efficient and effective manner that provides flexibility to staff and cost efficiency to the City.

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:

At this time, there are no fiscal impacts. Subsequent to completing the RFQ process, Staff will prepare a staff report addressing findings and recommendations and present it to the City Council for consideration and approval. The report will include a fiscal impact analysis and make recommendations for award of a Citywide Street Maintenance Services contract. The funding for the services will be from various funding sources in the approved FY23/24 & FY24/25 Capital Improvement Program (CIP).

OPTIONS:

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

1. Do not authorize Staff to publish an RFQ for Citywide Street Maintenance Services. Doing so could potentially delay critical street maintenance work that is essential for executing the current PMP, as well as limiting Staff ability to effectively respond to regular repair requests for street features within City right of way.

ATTACHMENTS:

EXHIBIT A - Request for Qualifications for Street Maintenance Services.pdf

EXHIBIT A

Request for Qualifications for Street Maintenance Services

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL CITYWIDE STREET MAINTENANCE SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. TBD, TBD, 2023, at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Citywide Street Maintenance Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

Minimum Qualifications

- Contractor shall possess a State of California Class A Contractor License
- Contractor and all subcontractors shall be registered on an annual basis with the California Department of Industrial Relations (DIR).
- Contractor must be available 24-hours a day, 7 days a week, and be able to respond to the job site within 2-hours from city notice for an emergency call out.
- Contractor shall obtain all required insurance policies and bonds listed in the RFQ and contract docs.

Evaluation Criteria

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

Award of Contract

City will, in its discretion, select such firms as it determines are in the best interest of the City for a panel from which proposals for projects typically of $1,000,000 or less will be solicited, utilizing the evaluation criteria provided in the Request for Qualifications document. Such firms will be required to enter into a contract pursuant to this SOQ under which a firm whose proposal for a particular project will perform such project as a separate work order. The City reserves the right to reject any and all SOQs or to waive any irregularities or informalities in any SOQs should it deem this necessary for the public good, and also the SOQ of any Vendor who has been delinquent or unfaithful in any former contract with the City and to take all SOQs under advisement for a period of ninety (90) days. No firm responding to this SOQ may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

DRAFT

Submission

One (1) original, three (3) hard copies, and one searchable pdf on USB drive of the proposal shall be submitted to the following address:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Company	Address
Name (Print)	Signature
Company Phone No.	Title

DRAFT

City of Santa Paula

REQUEST FOR STATEMENT OF QUALIFICATION

FOR

ON-CALL STREET MAINTENANCE SERVICES

TBD, 2023

Requests for clarification are due by 4:00 P.M. on TBD, TBD, 2023, and shall be submitted in writing to Tatiana Arnaout at engineer@spcity.org.

Proposals are due at the City Clerk's office by 3:00 P.M. TBD, TBD, 2023, at:

City of Santa Paula
City Clerk's Office
970 E. Ventura Street
Santa Paula, CA 93060

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Introduction

The City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Street Maintenance Services ("Services") to perform the services as listed herein. The City reserves the right to prequalify any number of contractors. Due to the as-needed nature of the work, no work is guaranteed regardless of the selection. The scope of work will vary and will be requested on a work order basis as the need arises.

The City of Santa Paula is a General Law City, and as such, some projects and services will be subject to competitive proposals from the selected short list of consultants throughout the term of this RFQ. The City of Santa Paula, at its own discretion and in compliance with the funding source(s) requirement(s), will either select consultants from the short list or publish a project-specific RFB open to all.

Nothing in this RFQ requires the City to select a sole source contractor for any project and services or guarantees a certain amount of work to any contractors in the short-list.

City Background

The City is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. The City is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, the City is referred to as the "Citrus Capital of the World."

The City was incorporated on April 22, 1902, as a general law city. The City Council is made up of five members, elected at-large, serving four-year terms. The Mayor is selected for a one-year term from among the members of the City Council. The City operates under a council-manager form of government. The City Council appoints the City Manager, City Attorney, City Clerk and City Treasurer.

The City covers an area of 5.4 square miles and has an estimated population of 29,267, as of April 1, 2020, based on estimates from the United States Census Bureau. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City delivers municipal services through six departments- Administration (City Council, City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, and Mobile Home Rent Review), Community and Economic Development (Economic Development, Planning, Building and Safety), Parks and Recreation (Community Center, Recreation, Parks, Senior Services, Cable Television, Buildings and Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Police, and Public Works (Streets, Water, Wastewater, Solid Waste, Transit and Engineering). Wastewater, Transit and Solid Waste services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District.

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Scope of Work

The City is seeking SOQs from qualified contractors, licensed in the State of California, for a three-year contract to on-call street repair and construction services to augment the maintenance work the City performs. Selected contractors will be placed on a panel for which proposals for projects of $1,000,000 or less will be solicited, which if accepted will be reduced to a separate Work Order for each project to be performed under the master contract awarded to each selected firm as a result of this RFQ.

The work to be done includes but is not limited to furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to perform and satisfactorily complete improvements on streets on an as needed basis at various locations throughout the City.

The Work to be done hereunder consists of constructing improvements on city-owned streets and parking lots. The Work generally includes resurfacing of asphalt concrete pavement; reconstruction of asphalt and Portland cement concrete pavement, curb & gutters, cross gutters, ADA ramps, curbs, gutters, and sidewalks; installation of micro-surfacing, slurry seal, crushed miscellaneous base; excavation; grading; and concrete and bituminous surface removal. The Work may also include furnishing and placing earth fill; adjusting or reconstructing manhole frames; reconstructing curb drains; reconstructing storm drain connector pipes; traffic striping and marking; traffic signal conduit; street light conduit; and landscaping and irrigation.

The Contractor shall be able to furnish and perform dewatering of trenches as necessary, as a part of the City is located in a high ground water table, and excavation in those areas will encounter water that must be dewatered.

The Contractor shall be required to complete and submit daily work summaries for each day worked. The summaries shall include at a minimum, date, time, weather, job location, work performed broken down in detail, itemized materials used including quantities, itemized personnel including job title and hours quantity worked, itemized vehicles and equipment used including hours worked, and pictures of the work completed. Invoicing shall reference the daily work summary associated with the requested fees, itemized and broken down in detail.

All construction shall comply with the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Additionally, construction items involving signals, lighting, electrical systems, pavement striping, markings, and markers shall comply with the Caltrans Standard Plans and Specifications.

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The work includes any necessary survey services and traffic control, as required, to complete all work.

The Contractor shall provide recent experience in successfully providing similar services within high profile arterial streets and in densely developed multi-unit residential neighborhoods.

The Contractor shall professionally manage the work on at a job site, as well as make sure notifications or information is sent out to the public in a timely manner; promptly addressing concerns of the business and residential community; and monitoring construction mitigations to ensure noise, debris, and traffic disruptions are kept at a tolerable level.

This Agreement specifies performance of services by a contractor on an “as needed” or “on-call” basis. Under the terms of this Agreement, the City, in its sole discretion, will determine both the extent and nature of each scope of work or callout it requires the contractor to perform or complete, and the specific terms and conditions under which it requires the contractor to perform or complete the scope or project. Nothing contained herein, however, shall be construed by the contractor as promise or guarantee of any minimum amount of Work or compensation hereunder. The City may solicit proposals from Contractor in its discretion and may accept or reject such proposals in its discretion. In the event a proposal is accepted, it shall be reduced to a task order for such project not to exceed the amount as approved by Council, in which case such Work Order shall be a contract entered into pursuant to the terms of this Agreement. The City anticipates most Work Orders will be $1,000,000 or less, however City Council can approve a Work Order in excess of that amount. Any Work Order in excess of $60,000 will require Council approval.

The City will identify a work scope for the Contractor to perform and will issue to the Contractor a Work Order request containing a detailed scope of work for the specific callout. The terms and specifications of this RFQ document shall apply to all Work Order requests. The Contractor will review each Work Order request and provide a detailed cost proposal in response to each Work Order request. The City Engineer will review the submission with the contractor and if acceptable, approve the Work Order in writing or via e-mail. However, in situations of emergencies such as sink holes, the contractor shall receive the Work Order request from the City containing instructions to immediately respond and perform the repair work necessary, and Contractor shall mobilize to the job site within the required 2-hour window to perform the work. Such Work Orders will contain this specific instruction. For such emergency Work Orders, Contractor shall prepare an after the fact invoice for City review based on time and materials expended per the daily work summary and the submitted rates.

The contractor must be available 24-hours a day, 7 days a week, and be able to respond on site within 2-hours for an emergency call out. It shall be the Contractor's responsibility to respond on site within 2 hours in an emergency from the time the call is placed by the City Engineer or designated representative of the City Engineer, with sufficient labor and

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equipment to begin work. The contractor shall provide the City with a primary and backup designated representative's phone number or dispatch number and a backup phone number that the City can reach at any time. The City will contact the contractor's designated representative or backup representative by phone to request such work. Work from a daytime call out may extend into nighttime hours. Any night work will be scheduled at least 48-hours in advance. When receiving an emergency work request from the City, the contractor shall confirm within 30 minutes of the call whether he accepts or declines the work request. For non-emergency requests the confirmation time is 4 hours. A "Declined Request" is defined as the occurrence of one of the following:

- Contractor cannot be reached at either of the designated phone numbers
- Contractor does not confirm acceptance or decline of the work request within 30 minutes for an emergency call out or 4 hours for a non-emergency call out
- Contractor declines the work request within the designated time

After three (3) Declined Requests the City reserves the right to terminate this Agreement for nonperformance. If the Contractor accepts the work request and subsequently fails to respond on site within the designated time for emergency or non-emergency work, it shall be considered a No-Show. After two (2) No-Shows, the City reserves the right to terminate this Agreement for non-performance.

Inspection of the Site

Each respondent is responsible for fully acquainting themselves with all conditions, instructions, and requirements of this RFQ, that the respondent conducted such additional site investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City's objectives and requirements as outlined in this RFQ, and that respondent has reviewed and inspected all materials submitted in response to this RFQ.

Once the award(s) have been made, a failure to read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for respondent(s) to request additional compensation.

Standard Specifications and Standard Plans

All work shall comply with the Standard Specifications and Plans of the City Department of Public Works, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, the California Building Code, Electric Code, and Plumbing Code, the ADA, the Standard Specifications and Plans of Caltrans, and the Standard Specifications and Plans of the City of Santa Paula Department of Public Works.

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Requests for Clarification/Questions Regarding this RFQ

Respondents must satisfy themselves by personally examining the work site, Standard Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No respondent shall at any time, after submission of a SOQ, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFQ documents shall be called to the attention of the City by submission of a written request for clarification or question.

The deadline for submittal of Requests for Clarification/Questions TBD, 2023 at 4:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

Communication or solicitation with other City Officials or Employees regarding any aspect of this RFQ is expressly prohibited and may result in disqualification.

Anyone submitting a SOQ or is on a SOQ team shall not contact any City employee or City Council members regarding any aspect of this RFQ unless in the manner described above.

From the time the City has released this RFQ and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFQ, may be the basis for a submittal being disqualified from consideration.

Public Records and Right to Submitted SOQs

All SOQs, inquiries, responses, or correspondence related to or in reference to this request for qualifications, and all documentation submitted by a respondent will become the property of the City when received.

The City is subject to applicable law regarding disclosure of public records. Respondents must clearly identify any information they regard as proprietary in the SOQ. Any such information should be marked “Proprietary” or “Confidential.” Information that is proprietary within the meaning of California law will be withheld from any public records requests, and by so marking a record the respondent agrees to the furthest extent permitted by law indemnify, defend with counsel appointed by City, and hold the City and its City Council, City Council members, officers, agents, employees harmless from any claim, action, or other loss that arises out of, relates to, or is incident to City’s nondisclosure of such record in connection with a request for disclosure pursuant to applicable law governing the disclosure of public records. All other information is subject to disclosure.

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Legal Responsibilities of Contractor

Any contractor submitting a SOQ shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq., of the Labor Code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him.

The City will deduct a 5-percent retention from all progress payments. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit SOQs in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title, and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Format for the SOQs

The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFQ and any subsequent formal agreements. All responses provided should be as detailed as possible, to provide the SOQ evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. The City shall not be liable for any pre-contractual expenses incurred by any respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFQ. Submit an SOQ containing the following:

1. **Overview of the Company:** The company that will take the lead in providing the requested services shall be described in this section.

    1.1 Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract.

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1.2 Describe the company's experience with similar design projects. Previous experience on designing similar scope is highly desirable.
1.3 Describe how your company plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project.
1.4 Describe why the City should select your company over other SOQs that may be submitted?

2. **Project Manager:** The respondent shall designate a qualified individual who will be the primary contact and will serve as the project manager.

   Instead of providing a resume, describe the project manager's background, focusing on why you chose this person to be the project manager of the project. Cite specific examples of projects where this individual has done similar work, or lead a team to deliver similar work, as requested in the scope of work. Describe when were those projects were done. List any certificates, licenses, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

3. **Project Team:** Identify the members of your project team, including the construction foreman. If your response is to provide all services by a single person, just state as such and go to the next section.

   3.1 Provide the name of each team member (including the project manager) and all tasks assigned to each team member. If the team member is from a subcontracted firm, provide the name of the company that this person works, so we can identify what work is being subcontracted out if any. At least 50% of the scope of work shall be performed by the contractor. If any portion of the work will be subcontracted, provide a list of those subs with identification of tasks assigned, company name, local office address, contract person for company, phone number and email of contact person, and reason why choosing this company to do those tasks.
   3.2 Instead of providing a resume for each person, describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using this person for those tasks. Cite specific examples of projects where this individual has done similar work or lead a team to deliver similar work to the tasks assigned.
   3.3 List any certificates, licenses, training, or special equipment training that the team members have that may be relevant towards completing the scope of work.

4. **Reference Projects.** Instead of providing just a long list of names of past jobs your company has worked on, select five projects of similar scope that took place in the Southern California area, that show your ability to complete this RFQ's scope of work. Similar work for other public agencies is preferred. For each project provide a reference person and phone number of the client, who can confirm your work experience on that project.

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Each reference project must include the following information:

- Agency or name of company you provided services to
- Name of the contact person who can verify the work you have done
- Telephone number and/or email of the contact person
- Name of project
- Location of project
- Date(s) (month/year to month/year) you provided services to them
- Description of the work done and the role of your company on the project
- Reason why this reference project demonstrates your team's ability to complete the scope of work in this RFQ
- A sample plan sheet is not required but desirable
- A photo is not required but desirable

5. **Scope of Work.** Summarize your approach to providing the scope of work.
   - Describe your procedure to respond to an emergency call out from the City. Include information on staffing and resources to cover availability 24-hours a day, 7 days a week, and ability to respond on-site within 2-hours for an emergency call-out.
   - Describe your procedures for concrete and asphalt pavement removal and replacement.
   - Describe your procedure for establishing survey control.
   - Describe your procedure for testing materials to meet specific requirements.
   - Describe your procedure for protection of existing facilities such as utilities (overhead and underground), trees, and other appurtenances found in City right-of-way.
   - Describe your procedures to ensure all personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site.
   - Describe your procedures for providing traffic control while performing all phases of work to ensure public safety and convenience.
   - Describe your procedures to document pre-existing conditions for a project location.
   - Describe your procedures for Storm Water Pollution Prevention.
   - Describe other services, if any, you can provide and would like to be a part of your SOQ.

6. **Rate Schedule.** This solicitation is not a bid, therefore there are no bid items for you to fill out. The SOQ shall instead provide a rate schedule of hourly rates separated out by personnel job title and equipment type that your company would use to provide the scope of work described in this RFQ. The hourly rate shall include within its fee, all costs for labor, equipment, vehicles, travel, overhead, reimbursables, sales tax, use tax, or any other cost item that your company would incur to provide the scope of work. Rate schedule should include proposed mark-up on all materials to be used for work. Subcontracted work shall also be included in the fees schedule and if you

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charge a markup for the subcontracted work, that shall be clearly identified in your schedule of fees.

Each respondent shall also submit the completed Designation of Subcontractors, Suppliers, and Vendors Form included in the attachments designating any subcontractors that the bidder intends to use to complete the scope of work. Each respondent shall also submit the completed Registration with the California Department of Industrial Relations Form, respondent's Violation of Law/Safety Questionnaire Form, Non-Collusion Declaration Form, Certification of Non-Discrimination by Contractors Form, and Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form, included in the Attachments.

Contract Requirements

The selected contractor shall be required to enter into contract with the City to provide the scope of work. When services are required, the City will choose the contractors best suited for the tasks from the short list and award via separate contract with the City reflecting the terms and conditions of the SOQ in addition to the City's standard construction services agreement requirements. The short list will be valid for a period of three (3) years from the date of the original selection. A copy of the standard contract, including all requirements of the contract, is attached to this RFQ.

Selection Criteria

The criteria for evaluating the submitted SOQs will take the following items into consideration:

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

The SOQs will be reviewed by City staff members. The committee will evaluate each submitted SOQ and score them according to the criteria above. An average of the scores will be used to rank the SOQs. Depending on the number of SOQs submitted, the top tier of respondents may be asked to come in for an interview. The City reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

Right to Reject Any or All SOQs

The City reserves the right to reject any or all SOQs, to waive technicalities or formalities, and to accept any SOQ deemed to be in the best interest of the City. Where two or more

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firms are deemed equal, the City reserves the right to make the award to one of the two firms.

Withdrawl of SOQS

Prior to the SOQ submittal deadline, a SOQ may be withdrawn by the respondent only by using the Agency's electronic system. No respondent may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

Irregular SOQS

Unauthorized conditions, limitations, or provisions attached to an SOQ will render it irregular and may cause its rejection. The completed SOQ forms shall be without interlineations, alterations, or erasures. Alternative SOQs will not be considered unless specifically requested. No oral, faxed, emailed, or telephonic SOQ will be considered.

Disqualification of Respondents

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondents is interested in more than one SOQ for the work contemplated will cause the rejection of all SOQs in which such respondent is interested. If there is reason for believing that collusion exists among the respondent, all SOQs will be rejected and none of the participants in such collusion will be considered in future SOQs.

Submission of SOQs

One (1) original, three (3) hard copies, and one searchable pdf file on USB drive of the SOQ shall be submitted at the address set forth below, no later than 3:00 P.M. TBD, TBD, 2023:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

A SOQ may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

A SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

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The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

Tentative Schedule

The following proposed project schedule is provided for reference only.

- Release RFQ: TBD, 2023
- Deadline for receiving questions: TBD, 2023
- SOQ package due by: TBD at 3:00 pm
- Contractors Notified/Selection (short list): TBD
- Council Review and Consideration: TBD

Attachments

Attachment 1 - Standard Agreement Template
Attachment 2 – Designation of Subcontractors, Suppliers, and Vendors Form
Attachment 3 – Registration with the California Department of Industrial Relations Form
Attachment 4 – Bidder's Violation of Law/Safety Questionnaire Form
Attachment 5 – Non-Collusion Declaration Form
Attachment 6 – Certification of Non-Discrimination by Contractors Form
Attachment 7 – Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws

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Attachment 1

Standard Agreement Template

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Attachment 2

Designation of Subcontractors, Suppliers, and Vendors Form

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DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

Respondent proposes to subcontract certain portions of the work, which are in excess of one-half of 1 percent (0.5%) of the total amount bid as follows:

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

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Attachment 3

Registration with The California Department of Industrial Relations Form

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REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

> **In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.**

Prime Contractor Name: _____

Telephone: (_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

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Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

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Attachment 4

Respondent's Violation of Law/Safety Questionnaire Form

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BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the respondent shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the respondent who has a proprietary interest in the respondent ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

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Note: This questionnaire constitutes a part of the SOQ, and a signature portion of the SOQ shall constitute signature of this questionnaire.

Attachment 5

Non-Collusion Declaration Form

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NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
(Signature)

_____
(Print Name)

_____
(Title)

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Attachment 6

Certification of Non-Discrimination by Contractors Form

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CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940.**

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

_____

_____

_____

_____

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Attachment 7

Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form

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STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business and Professions Code § 7028.1]
[Public Contract Code §20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business and Professions Code §7028.15

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now §20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than 6 months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and

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finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code §20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No. _____ Class: _____ Expiration Date: _____

Date _____ Signature _____

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: REQUEST FOR QUALIFICATIONS FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

Date: June 21, 2023

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Citywide Traffic Signal Maintenance Services.

BACKGROUND:

The City of Santa Paula has 17 signalized intersections in town. Each intersection consists of a system of traffic signal poles, lights, controller cabinets and vehicle detection systems. Of these 17 intersections, 4 are maintained by Caltrans, and 13 are maintained by the City. The City-maintained intersections include:

- Faulkner Rd. and Peck Rd.
- 8th St. and Harvard Blvd.
- Peck Rd. and Harvard Blvd / Main St.
- 12th St. and Harvard Blvd.
- Steckel Dr. and Harvard Blvd.
- Mill St. and Main St.
- Craig Dr. and Harvard Blvd.
- 12th St. and Main St.
- Palm Ave. and Harvard Blvd.
- Palm Ave. and Main St.
- Olive St. and Harvard Blvd
- 8th St. and Main St.
- Hallock Dr. and Telegraph Rd.

The nature of traffic signal operation and maintenance requires specialized knowledge of traffic operations, signal timing, vehicle detection, and train pre-emption with the ability to make adjustments according to traffic volumes and changes in traffic patterns at various times of the year.

Routine maintenance may include adjustment of signal timing, replacement of signal controller components, back-up batteries, pedestrian push buttons, traffic lights, street lights, and vehicle detection loops. More significant repairs may be required following vehicle collisions

with traffic signal poles, controllers and mast arms, which can be costly and time-consuming to contract maintenance budgets. Generally, the repair or replacement of traffic signal components is a specialized trade requiring trained staff to perform. The City does not have signal technicians or repair personnel on staff with these qualifications and must contract with a qualified company for such services.

ANALYSIS:

The City needs specialized contractors to perform traffic signal preventive, emergency and non-emergency maintenance work that exceeds staff's ability to perform the work. The primary purpose of the contract is for the contractor to assist the City with carrying on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the traffic signal equipment. By pre-qualifying contractors to be utilized on an on-call basis, the delays associated with a traditional Request for Bids (RFB) process is eliminated on the front end of each project. Rather, staff has access to a pre-qualified group of contractors available to efficiently respond to the needs of the City.

Every project assigned to a contractor will still require a separate written scope of work and contract. Dependent upon the overall value of the contract, approval by either the Department Head, City Manager or the City Council is required. Projects to be completed by the contractor are categorized as follows:

Scheduled Maintenance Work (primary purpose)

The scope of work and schedule shall be mutually agreed to between City staff and the contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Non-Scheduled Urgent Repair Work (as-needed)

The contractor must be on the site within two hours of the notification and begin work immediately to address the following events:

- Any signal controller malfunction
- Burned out red or green ball or arrow display
- Burned out or malfunctioning Pedestrian Walk Signal Indications

The contractors will be evaluated based on their qualifications, experience, and unit prices.

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:

At this time, there are no fiscal impacts. Subsequent to completing the RFQ process, Staff will prepare a staff report addressing findings and recommendations, including the recommended qualified contractor list and present it to the City Council for consideration and approval. The report will also include a fiscal impact analysis and make recommendations for award of a Traffic Signal Maintenance Services contract. The funding for the services will be from various funding sources in the approved FY23/24 & FY24/25 Operating Budget.

OPTIONS:

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

1. Do not authorize Staff to publish a RFQ for Traffic Signal Maintenance Services. Doing so would delay critical traffic signal maintenance work that cannot be performed with internal staff.

ATTACHMENTS:

Exhibit A - Request for Qualifications for Traffic Signal Maintenance Services.pdf

EXHIBIT A

Request for Qualifications for Traffic Signal Maintenance Services

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL TRAFFIC SIGNAL REPAIR SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. TBD, at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Traffic Signal Repair Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

Minimum Qualifications

- Contractor shall possess a State of California Class A Contractor License
- Contractor and all subcontractors shall be registered on an annual basis with the California Department of Industrial Relations (DIR).
- Contractor must be available 24-hours a day, 7 days a week, and be able to respond to the job site within 2-hours from city notice for an emergency call out.
- Contractor shall obtain all required insurance policies and bonds listed in the RFQ and contract docs.

Evaluation Criteria

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

Award of Contract

City will, in its discretion, select such firms as it determines are in the best interest of the City for a panel from which proposals for projects of $60,000 or less will be solicited, utilizing the evaluation criteria provided in the Request for Qualifications document. Such firms will be required to enter into a contract pursuant to this SOQ under which a firm whose proposal for a particular project will perform such project as a separate work order. The City reserves the right to reject any and all SOQs or to waive any irregularities or informalities in any SOQs should it deem this necessary for the public good, and also the SOQ of any Vendor who has been delinquent or unfaithful in any former contract with the City and to take all SOQs under advisement for a period of ninety (90) days. No firm responding to this SOQ may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

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Submission

One (1) original, three (3) hard copies, and one searchable pdf on USB drive of the proposal shall be submitted to the following address:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Company	Address
Name (Print)	Signature
Company Phone No.	Title

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City of Santa Paula

REQUEST FOR STATEMENT OF QUALIFICATION

FOR

ON-CALL TRAFFIC SIGNAL REPAIR SERVICES

TBD, 2023

Requests for clarification are due by 4:00 P.M. on TBD, TBD, and shall be submitted in writing to Tatiana Arnaout at engineer@spcity.org.

Proposals are due at the City Clerk's office by 3:00 P.M. TBD, TBD, at:

City of Santa Paula
City Clerk's Office
970 E. Ventura Street
Santa Paula, CA 93060

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Introduction

The City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Traffic Signal Repair Services ("Services") to perform the services as listed herein. The City reserves the right to prequalify any number of contractors. Due to the as-needed nature of the work, no work is guaranteed regardless of the selection. The scope of work will vary and will be requested on a work order basis as the need arises.

The City of Santa Paula is a General Law City, and as such, some projects and services will be subject to competitive proposals from the selected short list of consultants throughout the term of this RFQ. The City of Santa Paula, at its own discretion and in compliance with the funding source(s) requirement(s), will either select consultants from the short list or publish a project-specific RFB open to all.

Nothing in this RFQ requires the City to select a sole source contractor for any project and services or guarantees a certain amount of work to any contractors in the short-list.

City Background

The City is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. The City is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, the City is referred to as the "Citrus Capital of the World."

The City was incorporated on April 22, 1902, as a general law city. The City Council is made up of five members, elected at-large, serving four-year terms. The Mayor is selected for a one-year term from among the members of the City Council. The City operates under a council-manager form of government. The City Council appoints the City Manager, City Attorney, City Clerk and City Treasurer.

The City covers an area of 5.4 square miles and has an estimated population of 29,267, as of April 1, 2020, based on estimates from the United States Census Bureau. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City delivers municipal services through six departments-Administration (City Council, City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, and Mobile Home Rent Review), Community and Economic Development (Economic Development, Planning, Building and Safety), Parks and Recreation (Community Center, Recreation, Parks, Senior Services, Cable Television, Buildings and Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Police, and Public Works (Streets, Water, Wastewater, Solid Waste, Transit and Engineering). Wastewater, Transit and Solid Waste services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District.

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Scope of Work

The City is seeking SOQs from qualified contractors, licensed in the State of California, for a three-year contract to provide 24-hour 7 days a week on-call traffic signal repair services to augment the maintenance work the City performs. Selected contractors will be placed on a panel for which proposals for projects of $60,000 or less will be solicited, which if accepted will be reduced to a separate Work Order for each project to be performed under the master contract awarded to each selected firm as a result of this RFQ.

The work to be done would consist of routine maintenance which may include adjustment of signal timing, replacement of signal controller components, back-up batteries, pedestrian push buttons, traffic lights, street lights, and vehicle detection loops. More significant repairs may be required following vehicle collisions with traffic signal poles, controllers and mast arms. Typical call outs would be such as the discovery of a signal light that is out and is in need of being replaced. The Contractor shall provide all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signal equipment, flashing beacons, and driver speed feedback signs in compliance with current City/Caltrans standards and specifications.

The Contractor shall be required to complete and submit daily work summaries for each day worked. The summaries shall include at a minimum, date, time, weather, job location, work performed broken down in detail, itemized materials used including quantities, itemized personnel including job title and hours quantity worked, itemized vehicles and equipment used including hours worked, and pictures of the work completed. Invoicing shall reference the daily work summary associated with the requested fees, itemized and broken down in detail.

All construction shall comply with the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Additionally, construction items involving signals, lighting, electrical systems, pavement striping, markings, and markers shall comply with the Caltrans Standard Plans and Specifications.

The work includes any necessary survey services and traffic control, as required, to complete all work.

The Contractor shall provide recent experience in successfully providing similar services within high profile arterial streets and in densely developed multi-unit residential neighborhoods.

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The Contractor shall professionally manage the work on at a job site, as well as make sure notifications or information is sent out to the public in a timely manner; promptly addressing concerns of the business and residential community; and monitoring construction mitigations to ensure noise, debris, and traffic disruptions are kept at a tolerable level.

This Agreement specifies performance of services by a contractor on an “as needed” or “on-call” basis. Under the terms of this Agreement, the City, in its sole discretion, will determine both the extent and nature of each scope of work or callout it requires the contractor to perform or complete, and the specific terms and conditions under which it requires the contractor to perform or complete the scope or project. Nothing contained herein, however, shall be construed by the contractor as promise or guarantee of any minimum amount of Work or compensation hereunder. The City may solicit proposals from Contractor in its discretion and may accept or reject such proposals in its discretion. In the event a proposal is accepted, it shall be reduced to a task order for such project not to exceed $60,000, in which case such Work Order shall be a contract entered into pursuant to the terms of this Agreement.

The City will identify a work scope for the Contractor to perform and will issue to the Contractor a Work Order request containing a detailed scope of work for the specific callout. The terms and specifications of this RFQ document shall apply to all Work Order requests. The Contractor will review each Work Order request and provide a detailed cost proposal in response to each Work Order request. The City Engineer will review the submission with the contractor and if acceptable, approve the Work Order in writing or via e-mail. However, in situations of pole knock-down emergencies, the contractor shall receive the Work Order request from the City containing instructions to immediately respond and perform the repair work necessary, and Contractor shall mobilize to the job site within the required 2-hour window to perform the work. Such Work Orders will contain this specific instruction. For such emergency Work Orders, Contractor shall prepare an after the fact invoice for City review based on time and materials expended per the daily work summary and the submitted rates.

The contractor must be available 24-hours a day, 7 days a week, and be able to respond on site within 2-hours for an emergency call out. It shall be the Contractor's responsibility to respond on site within 2 hours in an emergency from the time the call is placed by the City Engineer or designated representative of the City Engineer, with sufficient labor and equipment to begin work. The contractor shall provide the City with a primary and backup designated representative’s phone number or dispatch number and a backup phone number that the City can reach at any time. The City will contact the contractor’s designated representative or backup representative by phone to request such work. Work from a daytime call out may extend into nighttime hours. Any night work will be scheduled at least 48-hours in advance. When receiving an emergency work request from the City, the contractor shall confirm within 30 minutes of the call whether he accepts or declines the work request. For non-emergency requests the confirmation time is 4 hours. A "Declined Request" is defined as the occurrence of one of the following:

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- Contractor cannot be reached at either of the designated phone numbers
- Contractor does not confirm acceptance or decline of the work request within 30 minutes for an emergency call out or 4 hours for a non-emergency call out
- Contractor declines the work request within the designated time

After three (3) Declined Requests the City reserves the right to terminate this Agreement for nonperformance. If the Contractor accepts the work request and subsequently fails to respond on site within the designated time for emergency or non-emergency work, it shall be considered a No-Show. After two (2) No-Shows, the City reserves the right to terminate this Agreement for non-performance.

Inspection of the Site

Each respondent is responsible for fully acquainting themselves with all conditions, instructions, and requirements of this RFQ, that the respondent conducted such additional site investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City's objectives and requirements as outlined in this RFQ, and that respondent has reviewed and inspected all materials submitted in response to this RFQ.

Once the award(s) have been made, a failure to read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for respondent(s) to request additional compensation.

Standard Specifications and Standard Plans

All work shall comply with the Standard Specifications and Plans of the City Department of Public Works, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, the California Building Code, Electric Code, and Plumbing Code, the ADA, the Standard Specifications and Plans of Caltrans, and the Standard Specifications and Plans of the City of Santa Paula Department of Public Works.

Requests for Clarification/Questions Regarding this RFQ

Respondents must satisfy themselves by personally examining the work site, Standard Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No respondent shall at any time, after submission of a SOQ, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFQ documents shall be called to the attention of the City by submission of a written request for clarification or question.

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The deadline for submittal of Requests for Clarification/Questions TBD at 4:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

Communication or solicitation with other City Officials or Employees regarding any aspect of this RFQ is expressly prohibited and may result in disqualification.

Anyone submitting a SOQ or is on a SOQ team shall not contact any City employee or City Council members regarding any aspect of this RFQ unless in the manner described above.

From the time the City has released this RFQ and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFQ, may be the basis for a submittal being disqualified from consideration.

Public Records and Right to Submitted SOQs

All SOQs, inquiries, responses, or correspondence related to or in reference to this request for qualifications, and all documentation submitted by a respondent will become the property of the City when received.

The City is subject to applicable law regarding disclosure of public records. Respondents must clearly identify any information they regard as proprietary in the SOQ. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests, and by so marking a record the respondent agrees to the furthest extent permitted by law indemnify, defend with counsel appointed by City, and hold the City and its City Council, City Council members, officers, agents, employees harmless from any claim, action, or other loss that arises out of, relates to, or is incident to City's nondisclosure of such record in connection with a request for disclosure pursuant to applicable law governing the disclosure of public records. All other information is subject to disclosure.

Legal Responsibilities of Contractor

Any contractor submitting a SOQ shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq., of the Labor Code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him.

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The City will deduct a 5-percent retention from all progress payments. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit SOQs in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title, and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Format for the SOQs

The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFQ and any subsequent formal agreements. All responses provided should be as detailed as possible, to provide the SOQ evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. The City shall not be liable for any pre-contractual expenses incurred by any respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFQ. Submit an SOQ containing the following:

1. **Overview of the Company:** The company that will take the lead in providing the requested services shall be described in this section.

    1.1 Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract.
    1.2 Describe the company's experience with similar design projects. Previous experience on designing similar scope is highly desirable.
    1.3 Describe how your company plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project.
    1.4 Describe why the City should select your company over other SOQs that may be submitted?

2. **Project Manager:** The respondent shall designate a qualified individual who will be the primary contact and will serve as the project manager.

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Instead of providing a resume, describe the project manager's background, focusing on why you chose this person to be the project manager of the project. Cite specific examples of projects where this individual has done similar work, or lead a team to deliver similar work, as requested in the scope of work. Describe when were those projects were done. List any certificates, licenses, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

3. **Project Team:** Identify the members of your project team, including the construction foreman. If your response is to provide all services by a single person, just state as such and go to the next section.

   3.1 Provide the name of each team member (including the project manager) and all tasks assigned to each team member. If the team member is from a subcontracted firm, provide the name of the company that this person works, so we can identify what work is being subcontracted out if any. At least 50% of the scope of work shall be performed by the contractor. If any portion of the work will be subcontracted, provide a list of those subs with identification of tasks assigned, company name, local office address, contract person for company, phone number and email of contact person, and reason why choosing this company to do those tasks.

   3.2 Instead of providing a resume for each person, describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using this person for those tasks. Cite specific examples of projects where this individual has done similar work or lead a team to deliver similar work to the tasks assigned.

   3.3 List any certificates, licenses, training, or special equipment training that the team members have that may be relevant towards completing the scope of work.

4. **Reference Projects.** Instead of providing just a long list of names of past jobs your company has worked on, select five projects of similar scope that took place in the Southern California area, that show your ability to complete this RFQ's scope of work. Similar work for other public agencies is preferred. For each project provide a reference person and phone number of the client, who can confirm your work experience on that project.

   Each reference project must include the following information:
   - Agency or name of company you provided services to
   - Name of the contact person who can verify the work you have done
   - Telephone number and/or email of the contact person
   - Name of project
   - Location of project
   - Date(s) (month/year to month/year) you provided services to them
   - Description of the work done and the role of your company on the project
   - Reason why this reference project demonstrates your team's ability to complete

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the scope of work in this RFQ
- A sample plan sheet is not required but desirable
- A photo is not required but desirable

5. **Scope of Work.** Summarize your approach to providing the scope of work.
   - Describe your procedure to respond to an emergency call out from the City. Include information on staffing and resources to cover availability 24-hours a day, 7 days a week, and ability to respond on-site within 2-hours for an emergency call-out.
   - Describe your procedure to respond to install new signal lights at major arterials.
   - Describe your procedure to provide regular field preventative maintenance, installation, and repair of controller assemblies/cabinets.
   - Describe your procedure to respond to knockdowns and emergencies.
   - Describe your procedure to maintain copies of the Preventative Maintenance Checklist Forms.
   - Describe your procedure to test and maintain Battery Back-Up Systems.
   - Describe your procedures to ensure all personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site.
   - Describe your procedures for providing traffic control while performing all phases of work to ensure public safety and convenience.
   - Describe other services, if any, you can provide and would like to be a part of your SOQ.

6. **Rate Schedule.** This solicitation is not a bid, therefore there are no bid items for you to fill out. The SOQ shall instead provide a rate schedule of hourly rates separated out by personnel job title and equipment type that your company would use to provide the scope of work described in this RFQ. The hourly rate shall include within its fee, all costs for labor, equipment, vehicles, travel, overhead, reimbursables, sales tax, use tax, or any other cost item that your company would incur to provide the scope of work. Rate schedule should include proposed mark-up on all materials to be used for work. Subcontracted work shall also be included in the fees schedule and if you charge a markup for the subcontracted work, that shall be clearly identified in your schedule of fees.

Each respondent shall also submit the completed Designation of Subcontractors, Suppliers, and Vendors Form included in the attachments designating any subcontractors that the bidder intends to use to complete the scope of work. Each respondent shall also submit the completed Registration with the California Department of Industrial Relations Form, respondent's Violation of Law/Safety Questionnaire Form, Non-Collusion Declaration Form, Certification of Non-Discrimination by Contractors Form, and Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form, included in the Attachments.

<u>Contract Requirements</u>

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The selected contractor shall be required to enter into contract with the City to provide the scope of work. When services are required, the City will choose the contractors best suited for the tasks from the short list and award via separate contract with the City reflecting the terms and conditions of the SOQ in addition to the City's standard construction services agreement requirements. The short list will be valid for a period of three (3) years from the date of the original selection. A copy of the standard contract, including all requirements of the contract, is attached to this RFQ.

Selection Criteria

The criteria for evaluating the submitted SOQs will take the following items into consideration:

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

The SOQs will be reviewed by City staff members. The committee will evaluate each submitted SOQ and score them according to the criteria above. An average of the scores will be used to rank the SOQs. Depending on the number of SOQs submitted, the top tier of respondents may be asked to come in for an interview. The City reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

Right to Reject Any or All SOQs

The City reserves the right to reject any or all SOQs, to waive technicalities or formalities, and to accept any SOQ deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

Withdrawl of SOQS

Prior to the SOQ submittal deadline, a SOQ may be withdrawn by the respondent only by using the Agency's electronic system. No respondent may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

Irregular SOQS

Unauthorized conditions, limitations, or provisions attached to an SOQ will render it irregular and may cause its rejection. The completed SOQ forms shall be without interlineations, alterations, or erasures. Alternative SOQs will not be considered unless specifically requested. No oral, faxed, emailed, or telephonic SOQ will be considered.

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Disqualification of Respondents

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondents is interested in more than one SOQ for the work contemplated will cause the rejection of all SOQs in which such respondent is interested. If there is reason for believing that collusion exists among the respondent, all SOQs will be rejected and none of the participants in such collusion will be considered in future SOQs.

Submission of SOQs

One (1) original, three (3) hard copies, and one searchable pdf file on USB drive of the SOQ shall be submitted at the address set forth below, no later than 3:00 P.M. TBD, TBD, 2023:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

A SOQ may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

A SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

Tentative Schedule

The following proposed project schedule is provided for reference only.

- Release RFQ: TBD
- Deadline for receiving questions: TBD
- SOQ package due by: TBD at 3:00 P.M.
- Contractors Notified/Selection (short list): TBD
- Council Review and Consideration: TBD

Attachments

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Attachment 1 - Standard Agreement Template
Attachment 2 – Designation of Subcontractors, Suppliers, and Vendors Form
Attachment 3 – Registration with the California Department of Industrial Relations Form
Attachment 4 – Bidder's Violation of Law/Safety Questionnaire Form
Attachment 5 – Non-Collusion Declaration Form
Attachment 6 – Certification of Non-Discrimination by Contractors Form
Attachment 7 – Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws

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Attachment 1

Standard Agreement Template

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Attachment 2

Designation of Subcontractors, Suppliers, and Vendors Form

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DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

Respondent proposes to subcontract certain portions of the work, which are in excess of one-half of 1 percent (0.5%) of the total amount bid as follows:

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

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Attachment 3

Registration with The California Department of Industrial Relations Form

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REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Prime Contractor Name: _____

Telephone: (_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

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Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

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Attachment 4

Respondent's Violation of Law/Safety Questionnaire Form

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BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the respondent shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the respondent who has a proprietary interest in the respondent ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

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Note: This questionnaire constitutes a part of the SOQ, and a signature portion of the SOQ shall constitute signature of this questionnaire.

Attachment 5

Non-Collusion Declaration Form

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NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
(Signature)

_____
(Print Name)

_____
(Title)

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Attachment 6

Certification of Non-Discrimination by Contractors Form

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CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940.**

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

_____

_____

_____

_____

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Attachment 7

Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form

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STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business and Professions Code § 7028.1]
[Public Contract Code §20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business and Professions Code §7028.15

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now §20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than 6 months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and

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finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code §20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No. _____ Class: _____ Expiration Date: _____

Date _____ Signature _____

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: REQUEST FOR QUALIFICATIONS FOR CITYWIDE UTILITY REPAIR AND MAINTENANCE SERVICES

Date: June 21, 2023

Agenda Item: 10.H

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Citywide Utility Repair and Maintenance Services substantially in the form attached to this report as Exhibit A.

BACKGROUND:

The City of Santa Paula serves water to approximately 30,700 residents through 96 miles of pipe ranging in size from 2” to 24”. There are 8,590 service connections throughout four pressure zones. The water system consists of five groundwater wells, nine storage tanks, ten booster pumps, and two water treatment facilities. Some of the oldest water mains still in use were installed in 1917; a large portion of the water system was installed in the 1920’s through the 1960’s. Due to the age of the water system infrastructure, water main breaks and leaks are common and can happen at all hours of the day, any day of the week.

The City also maintains the wastewater collection system which consists of more than 6,600 sewer accounts, approximately 60 miles of collection lines, with pipeline diameters from 6 to 24 inches, 0.5 miles of force mains, 1,190 manholes and two lift stations. The collection lines in the City have been constructed over a number of years since the wastewater system first began in the 1930’s. Due to the age of the water system infrastructure, water main breaks and leaks are common and can happen at all hours of the day, any day of the week.

The majority of underground storm drain conduits in the city are made from reinforced concrete and consist of either circular pipe (RCP) or rectangular boxes (RCB). Other materials used include corrugated steel pipe (CMP, CMPA or CSP), small amounts of poly vinyl chloride (PVC), and redwood box (RDWD). Much of the City’s stormwater collections system have reached the limits of their service life and require increasing frequency of repair and replacement to address continued stormwater conveyance and mitigate hazards related to pipe failure, including sinkholes and other damage to City roadway and pavement infrastructure.

ANALYSIS:

The City needs specialized contractors to perform utility repair and maintenance work that exceeds staff's ability and capacity to address internally. By pre-qualifying contractors to be utilized on an on-call basis, the delays associated with a traditional Request for Bids (RFB) process is eliminated on the front end of each project. Rather, staff has access to a pre-qualified group of contractors available to efficiently respond to the needs of the City.

Every project assigned to a contractor will still require a separate written scope of work and contract. Dependent upon the overall value of the contract, approval by either the City Manager or the City Council will be needed. Representative projects typically consist of larger diameter pipelines (e.g., greater than 12" diameter), pipelines located in congested thoroughfares, and deeper installations requiring protective shoring. The recommended contractors will be utilized to address: 1) Relocation work requested by the City of Santa Paula, 2) As needed repair/relocation maintenance work, and 3) Unexpected emergency repair work.

The contractors will be evaluated based on their qualifications, experience, and unit prices. Staff is looking to contract with several contractors. By having several contractors on maintenance agreements, the City will be able to carry out all aspects of repairing and maintaining the water, wastewater and stormwater systems effectively.

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:

At this time, there are no fiscal impacts. Subsequent to completing the RFQ process, Staff will prepare a staff report addressing findings and recommendations, including the recommended qualified contractor list and present it to the City Council for consideration and approval. The report will also include a fiscal impact analysis and make recommendations for award of Citywide Utility Repair and Maintenance Services contracts. The funding for the services will be from various funding sources of the approved FY23/24 & FY24/25 Capital Improvement Program (CIP) and applicable Operating Budgets.

OPTIONS:

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

1. Do not authorize Staff to publish a RFQ for Citywide Utility Repair and Maintenance Services. Doing so would delay critical utility repair and maintenance work that cannot be performed by internal staff.

ATTACHMENTS:

Exhibit A - Request for Qualifications for Citywide Utility Repair and Maintenance Services.pdf

EXHIBIT A

Request for Qualifications for Citywide Utility Repair and Maintenance Services

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL UTILITY REPAIR AND CONSTRUCTION SERVICES PANEL

PROPOSALS ARE DUE: Not later than 3:00 P.M. TBD, at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Utility Repair and Construction Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

Minimum Qualifications

- Contractor shall possess a State of California Class A Contractor License
- Contractor and all subcontractors shall be registered on an annual basis with the California Department of Industrial Relations (DIR).
- Contractor must be available 24-hours a day, 7 days a week, and be able to respond to the job site within 2-hours from city notice for an emergency call out.
- Contractor shall obtain all required insurance policies and bonds listed in the RFQ and contract docs.

Evaluation Criteria

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

Award of Contract

City will, in its discretion, select such firms as it determines are in the best interest of the City for a panel from which proposals for projects of $60,000 or less will be solicited, utilizing the evaluation criteria provided in the Request for Qualifications document. Such firms will be required to enter into a contract pursuant to this SOQ under which a firm whose proposal for a particular project will perform such project as a separate work order. The City reserves the right to reject any and all SOQs or to waive any irregularities or informalities in any SOQs should it deem this necessary for the public good, and also the SOQ of any Vendor who has been delinquent or unfaithful in any former contract with the City and to take all SOQs under advisement for a period of ninety (90) days. No firm responding to this SOQ may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

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Submission

One (1) original, three (3) hard copies, and one searchable pdf on USB drive of the proposal shall be submitted to the following address:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Company	Address
Name (Print)	Signature
Company Phone No.	Title

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City of Santa Paula

REQUEST FOR STATEMENT OF QUALIFICATION

FOR

ON-CALL UTILITY REPAIR AND CONSTRUCTION SERVICES PANEL

TBD, 2023

Requests for clarification are due by 4:00 P.M. on TBD, TBD, and shall be submitted in writing to Tatiana Arnaout at engineer@spcity.org.

Proposals are due at the City Clerk's office by 3:00 P.M. TBD, TBD, at:

City of Santa Paula
City Clerk's Office
970 E. Ventura Street
Santa Paula, CA 93060

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Introduction

The City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Utility Repair and Construction Services ("Services") to perform the services as listed herein. The City reserves the right to prequalify any number of contractors. Due to the as-needed nature of the work, no work is guaranteed regardless of the selection. The scope of work will vary and will be requested on a work order basis as the need arises.

The City of Santa Paula is a General Law City, and as such, some projects and services will be subject to competitive proposals from the selected short list of consultants throughout the term of this RFQ. The City of Santa Paula, at its own discretion and in compliance with the funding source(s) requirement(s), will either select consultants from the short list or publish a project-specific RFB open to all.

Nothing in this RFQ requires the City to select a sole source contractor for any project and services or guarantees a certain amount of work to any contractors in the short-list.

City Background

The City is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. The City is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, the City is referred to as the "Citrus Capital of the World."

The City was incorporated on April 22, 1902, as a general law city. The City Council is made up of five members, elected at-large, serving four-year terms. The Mayor is selected for a one-year term from among the members of the City Council. The City operates under a council-manager form of government. The City Council appoints the City Manager, City Attorney, City Clerk and City Treasurer.

The City covers an area of 5.4 square miles and has an estimated population of 29,267, as of April 1, 2020, based on estimates from the United States Census Bureau. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City delivers municipal services through six departments-Administration (City Council, City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, and Mobile Home Rent Review), Community and Economic Development (Economic Development, Planning, Building and Safety), Parks and Recreation (Community Center, Recreation, Parks, Senior Services, Cable Television, Buildings and Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Police, and Public Works (Streets, Water, Wastewater, Solid Waste, Transit and Engineering). Wastewater, Transit and Solid Waste services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District.

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Scope of Work

The City is seeking SOQs from qualified contractors, licensed in the State of California, for a three-year contract to provide 24-hour 7 days a week on-call water, sewer and stormwater repair and construction services to augment the maintenance work the City performs. Selected contractors will be placed on a panel for which proposals for projects of $60,000 or less will be solicited, which if accepted will be reduced to a separate Work Order for each project to be performed under the master contract awarded to each selected firm as a result of this RFQ.

The work to be done would consist of furnishing/installing all materials, equipment, tools, labor, vehicles, and incidentals as required to provide on-call water, sewer and stormwater repair and construction services for active (live) water, sewer or stormwater pipelines, manholes, inlets, valves, pumps, and appurtenances. Typical call outs would be such as the discovery of a broken pipe segment that needs to be dug up and replaced. The Contractor shall be proficient and able to perform sawcutting, excavation, shoring and bracing, pipe and appurtenance repair and installation, manhole repair and modification, pipe bedding installation, slurry backfilling, roadway base installation, roadway ac and pcc installation including dowels as necessary for pcc, and any striping/markings/markers or loop repair as necessary.

The Contractor shall be able to furnish and perform dewatering of trenches as necessary, as a part of the City is located in a high ground water table, and excavation in those areas will encounter water that must be dewatered.

The Contractor shall also be able to furnish and perform CCTV inspections, including providing summary report documentation and digital video recording documentation.

The Contractor shall also be able to furnish and perform sewer bypassing as necessary to complete the repair and construction work.

The Contractor shall be required to complete and submit daily work summaries for each day worked. The summaries shall include at a minimum, date, time, weather, job location, work performed broken down in detail, itemized materials used including quantities, itemized personnel including job title and hours quantity worked, itemized vehicles and equipment used including hours worked, and pictures of the work completed. Invoicing shall reference the daily work summary associated with the requested fees, itemized and broken down in detail.

All construction shall comply with the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Additionally, construction items involving signals, lighting, electrical systems,

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pavement striping, markings, and markers shall comply with the Caltrans Standard Plans and Specifications.

The work includes any necessary survey services and traffic control, as required, to complete all work.

The Contractor shall provide recent experience in successfully providing similar services within high profile arterial streets and in densely developed multi-unit residential neighborhoods.

The Contractor shall professionally manage the work on at a job site, as well as make sure notifications or information is sent out to the public in a timely manner; promptly addressing concerns of the business and residential community; and monitoring construction mitigations to ensure noise, debris, and traffic disruptions are kept at a tolerable level.

This Agreement specifies performance of services by a contractor on an “as needed” or “on-call” basis. Under the terms of this Agreement, the City, in its sole discretion, will determine both the extent and nature of each scope of work or callout it requires the contractor to perform or complete, and the specific terms and conditions under which it requires the contractor to perform or complete the scope or project. Nothing contained herein, however, shall be construed by the contractor as promise or guarantee of any minimum amount of Work or compensation hereunder. The City may solicit proposals from Contractor in its discretion and may accept or reject such proposals in its discretion. In the event a proposal is accepted, it shall be reduced to a task order for such project not to exceed $60,000, in which case such Work Order shall be a contract entered into pursuant to the terms of this Agreement.

The City will identify a work scope for the Contractor to perform and will issue to the Contractor a Work Order request containing a detailed scope of work for the specific callout. The terms and specifications of this RFQ document shall apply to all Work Order requests. The Contractor will review each Work Order request and provide a detailed cost proposal in response to each Work Order request. The City Engineer will review the submission with the contractor and if acceptable, approve the Work Order in writing or via e-mail. However, in situations of sewer emergencies, the contractor shall receive the Work Order request from the City containing instructions to immediately respond and perform the repair work necessary, and Contractor shall mobilize to the job site within the required 2-hour window to perform the work. Such Work Orders will contain this specific instruction. For such emergency Work Orders, Contractor shall prepare an after the fact invoice for City review based on time and materials expended per the daily work summary and the submitted rates.

The contractor must be available 24-hours a day, 7 days a week, and be able to respond on site within 2-hours for an emergency call out. It shall be the Contractor's responsibility to respond on site within 2 hours in an emergency from the time the call is placed by the City Engineer or designated representative of the City Engineer, with sufficient labor and

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equipment to begin work. The contractor shall provide the City with a primary and backup designated representative's phone number or dispatch number and a backup phone number that the City can reach at any time. The City will contact the contractor's designated representative or backup representative by phone to request such work. Work from a daytime call out may extend into nighttime hours. Any night work will be scheduled at least 48-hours in advance. When receiving an emergency work request from the City, the contractor shall confirm within 30 minutes of the call whether he accepts or declines the work request. For non-emergency requests the confirmation time is 4 hours. A "Declined Request" is defined as the occurrence of one of the following:

- Contractor cannot be reached at either of the designated phone numbers
- Contractor does not confirm acceptance or decline of the work request within 30 minutes for an emergency call out or 4 hours for a non-emergency call out
- Contractor declines the work request within the designated time

After three (3) Declined Requests the City reserves the right to terminate this Agreement for nonperformance. If the Contractor accepts the work request and subsequently fails to respond on site within the designated time for emergency or non-emergency work, it shall be considered a No-Show. After two (2) No-Shows, the City reserves the right to terminate this Agreement for non-performance.

Inspection of the Site

Each respondent is responsible for fully acquainting themselves with all conditions, instructions, and requirements of this RFQ, that the respondent conducted such additional site investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City's objectives and requirements as outlined in this RFQ, and that respondent has reviewed and inspected all materials submitted in response to this RFQ.

Once the award(s) have been made, a failure to read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for respondent(s) to request additional compensation.

Standard Specifications and Standard Plans

All work shall comply with the Standard Specifications and Plans of the City Department of Public Works, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, the California Building Code, Electric Code, and Plumbing Code, the ADA, the Standard Specifications and Plans of Caltrans, and the Standard Specifications and Plans of the City of Santa Paula Department of Public Works.

Requests for Clarification/Questions Regarding this RFQ

Respondents must satisfy themselves by personally examining the work site, Standard

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Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No respondent shall at any time, after submission of a SOQ, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFQ documents shall be called to the attention of the City by submission of a written request for clarification or question.

The deadline for submittal of Requests for Clarification/Questions TBD at 4:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

Communication or solicitation with other City Officials or Employees regarding any aspect of this RFQ is expressly prohibited and may result in disqualification.

Anyone submitting a SOQ or is on a SOQ team shall not contact any City employee or City Council members regarding any aspect of this RFQ unless in the manner described above.

From the time the City has released this RFQ and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFQ, may be the basis for a submittal being disqualified from consideration.

Public Records and Right to Submitted SOQs

All SOQs, inquiries, responses, or correspondence related to or in reference to this request for qualifications, and all documentation submitted by a respondent will become the property of the City when received.

The City is subject to applicable law regarding disclosure of public records. Respondents must clearly identify any information they regard as proprietary in the SOQ. Any such information should be marked “Proprietary” or “Confidential.” Information that is proprietary within the meaning of California law will be withheld from any public records requests, and by so marking a record the respondent agrees to the furthest extent permitted by law indemnify, defend with counsel appointed by City, and hold the City and its City Council, City Council members, officers, agents, employees harmless from any claim, action, or other loss that arises out of, relates to, or is incident to City’s nondisclosure of such record in connection with a request for disclosure pursuant to applicable law governing the disclosure of public records. All other information is subject to disclosure.

Legal Responsibilities of Contractor

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Any contractor submitting a SOQ shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq., of the Labor Code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him.

The City will deduct a 5-percent retention from all progress payments. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit SOQs in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title, and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Format for the SOQs

The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFQ and any subsequent formal agreements. All responses provided should be as detailed as possible, to provide the SOQ evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. The City shall not be liable for any pre-contractual expenses incurred by any respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFQ. Submit an SOQ containing the following:

1. **Overview of the Company:** The company that will take the lead in providing the requested services shall be described in this section.

    1.1 Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract.

    1.2 Describe the company's experience with similar design projects. Previous

experience on designing similar scope is highly desirable.

1.3 Describe how your company plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project.

1.4 Describe why the City should select your company over other SOQs that may be submitted?

2. **Project Manager:** The respondent shall designate a qualified individual who will be the primary contact and will serve as the project manager.

   Instead of providing a resume, describe the project manager's background, focusing on why you chose this person to be the project manager of the project. Cite specific examples of projects where this individual has done similar work, or lead a team to deliver similar work, as requested in the scope of work. Describe when were those projects were done. List any certificates, licenses, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

3. **Project Team:** Identify the members of your project team, including the construction foreman. If your response is to provide all services by a single person, just state as such and go to the next section.

   3.1 Provide the name of each team member (including the project manager) and all tasks assigned to each team member. If the team member is from a subcontracted firm, provide the name of the company that this person works, so we can identify what work is being subcontracted out if any. At least 50% of the scope of work shall be performed by the contractor. If any portion of the work will be subcontracted, provide a list of those subs with identification of tasks assigned, company name, local office address, contract person for company, phone number and email of contact person, and reason why choosing this company to do those tasks.

   3.2 Instead of providing a resume for each person, describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using this person for those tasks. Cite specific examples of projects where this individual has done similar work or lead a team to deliver similar work to the tasks assigned.

   3.3 List any certificates, licenses, training, or special equipment training that the team members have that may be relevant towards completing the scope of work.

4. **Reference Projects.** Instead of providing just a long list of names of past jobs your company has worked on, select five projects of similar scope that took place in the Southern California area, that show your ability to complete this RFQ's scope of work. Similar work for other public agencies is preferred. For each project provide a reference person and phone number of the client, who can confirm your work experience on that project.

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Each reference project must include the following information:

- Agency or name of company you provided services to
- Name of the contact person who can verify the work you have done
- Telephone number and/or email of the contact person
- Name of project
- Location of project
- Date(s) (month/year to month/year) you provided services to them
- Description of the work done and the role of your company on the project
- Reason why this reference project demonstrates your team's ability to complete the scope of work in this RFQ
- A sample plan sheet is not required but desirable
- A photo is not required but desirable

5. **Scope of Work.** Summarize your approach to providing the scope of work.
    - Describe your procedure to respond to an emergency call out from the City. Include information on staffing and resources to cover availability 24-hours a day, 7 days a week, and ability to respond on-site within 2-hours for an emergency call-out.
    - Describe your procedure to respond to install excavated point repairs of live water and sewer pipelines from 2-inches up to 48-inches in diameter and up to 25 feet deep.
    - Describe your procedure to provide bypass pumping while working on a sewer repair.
    - Describe your procedure for concrete and asphalt pavement removal and replacement.
    - Describe your procedure for trench shoring up to 25 feet deep.
    - Describe your procedure for rodding and jetting a blocked sewer line.
    - Describe your procedure to replace a segment of water or sewer pipe that is greater than 10 feet deep in the ground. Include the size of crew, equipment, and materials you would bring to the site of the repair.
    - Describe your procedure to provide non-emergency services, such as video inspection, CIPP lining, manhole adjustments and/or repair, root trimming, root ball removal.
    - Describe your procedures to ensure all personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site.
    - Describe your procedures to ensure all personnel implement confined space entry procedures in accordance with all relevant laws and regulations.
    - Describe your procedures for providing traffic control while performing all phases of work to ensure public safety and convenience.
    - Describe your procedures for preventing and addressing any sewer overflow instances that may occur while performing all work.
    - Describe other services, if any, you can provide and would like to be a part of your SOQ.

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6. **Rate Schedule.** This solicitation is not a bid, therefore there are no bid items for you to fill out. The SOQ shall instead provide a rate schedule of hourly rates separated out by personnel job title and equipment type that your company would use to provide the scope of work described in this RFQ. The hourly rate shall include within its fee, all costs for labor, equipment, vehicles, travel, overhead, reimbursables, sales tax, use tax, or any other cost item that your company would incur to provide the scope of work. Rate schedule should include proposed mark-up on all materials to be used for work. Subcontracted work shall also be included in the fees schedule and if you charge a markup for the subcontracted work, that shall be clearly identified in your schedule of fees.

Each respondent shall also submit the completed Designation of Subcontractors, Suppliers, and Vendors Form included in the attachments designating any subcontractors that the bidder intends to use to complete the scope of work. Each respondent shall also submit the completed Registration with the California Department of Industrial Relations Form, respondent's Violation of Law/Safety Questionnaire Form, Non-Collusion Declaration Form, Certification of Non-Discrimination by Contractors Form, and Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form, included in the Attachments.

Contract Requirements

The selected contractor shall be required to enter into contract with the City to provide the scope of work. When services are required, the City will choose the contractors best suited for the tasks from the short list and award via separate contract with the City reflecting the terms and conditions of the SOQ in addition to the City's standard construction services agreement requirements. The short list will be valid for a period of three (3) years from the date of the original selection. A copy of the standard contract, including all requirements of the contract, is attached to this RFQ.

Selection Criteria

The criteria for evaluating the submitted SOQs will take the following items into consideration:

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

The SOQs will be reviewed by City staff members. The committee will evaluate each submitted SOQ and score them according to the criteria above. An average of the scores will be used to rank the SOQs. Depending on the number of SOQs submitted, the top tier of respondents may be asked to come in for an interview. The City reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once

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negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

Right to Reject Any or All SOQs

The City reserves the right to reject any or all SOQs, to waive technicalities or formalities, and to accept any SOQ deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

Withdrawl of SOQS

Prior to the SOQ submittal deadline, a SOQ may be withdrawn by the respondent only by using the Agency's electronic system. No respondent may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

Irregular SOQS

Unauthorized conditions, limitations, or provisions attached to an SOQ will render it irregular and may cause its rejection. The completed SOQ forms shall be without interlineations, alterations, or erasures. Alternative SOQs will not be considered unless specifically requested. No oral, faxed, emailed, or telephonic SOQ will be considered.

Disqualification of Respondents

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondents is interested in more than one SOQ for the work contemplated will cause the rejection of all SOQs in which such respondent is interested. If there is reason for believing that collusion exists among the respondent, all SOQs will be rejected and none of the participants in such collusion will be considered in future SOQs.

Submission of SOQs

One (1) original, three (3) hard copies, and one searchable pdf file on USB drive of the SOQ shall be submitted at the address set forth below, no later than 3:00 P.M. TBD, TBD, 2023:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

A SOQ may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

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A SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

Tentative Schedule

The following proposed project schedule is provided for reference only.

- Release RFQ: TBD
- Deadline for receiving questions: TBD
- SOQ package due by: TBD at 3:00 P.M.
- Contractors Notified/Selection (short list): TBD
- Council Review and Consideration: TBD

Attachments

Attachment 1 - Standard Agreement Template
Attachment 2 – Designation of Subcontractors, Suppliers, and Vendors Form
Attachment 3 – Registration with the California Department of Industrial Relations Form
Attachment 4 – Bidder's Violation of Law/Safety Questionnaire Form
Attachment 5 – Non-Collusion Declaration Form
Attachment 6 – Certification of Non-Discrimination by Contractors Form
Attachment 7 – Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws

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Attachment 1

Standard Agreement Template

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Attachment 2

Designation of Subcontractors, Suppliers, and Vendors Form

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DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

Respondent proposes to subcontract certain portions of the work, which are in excess of one-half of 1 percent (0.5%) of the total amount bid as follows:

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

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Attachment 3

Registration with The California Department of Industrial Relations Form

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REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Prime Contractor Name: _____

Telephone: (_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

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Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

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Attachment 4

Respondent's Violation of Law/Safety Questionnaire Form

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BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the respondent shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the respondent who has a proprietary interest in the respondent ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

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Note: This questionnaire constitutes a part of the SOQ, and a signature portion of the SOQ shall constitute signature of this questionnaire.

Attachment 5

Non-Collusion Declaration Form

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NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
(Signature)

_____
(Print Name)

_____
(Title)

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Attachment 6

Certification of Non-Discrimination by Contractors Form

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CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940.**

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

_____

_____

_____

_____

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Attachment 7

Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form

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STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business and Professions Code § 7028.1]
[Public Contract Code §20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business and Professions Code §7028.15

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now §20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than 6 months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and

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finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code §20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No. _____ Class: _____ Expiration Date: _____

Date _____ Signature _____

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: REQUEST FOR QUALIFICATIONS FOR WATER SYSTEM SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) MAINTENANCE SERVICES

Date: June 21, 2023

Agenda Item: 10.I

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Water System Supervisory Control & Data Acquisition (SCADA) Maintenance Services substantially in the form attached to this report as Exhibit A.

BACKGROUND:

The City serves water to approximately 30,700 residents through 96 miles of pipe ranging in size from 2" to 24". There are 8,590 service connections throughout four pressure zones. The water system consists of five groundwater wells, nine storage tanks, ten booster pumps, and two water treatment facilities; all these facilities are integrated into the Water Production Supervisory Control and Data Acquisition (SCADA) system. The SCADA server-based system with Programmable Logic Controllers (PLC) is used for process control and monitoring. This software that is in use is Ignition which provides real time graphical representations of the water production, treatment, and storage systems and operations by communicating to the PLCs via radio telemetry. The SCADA system allows staff to monitor and operate the water system from a central location as well as remotely via web browser.

ANALYSIS:

The City needs specialized contractors to provide on call and/or emergency SCADA Integration, Instrumentation, and PLC Programming services work that exceeds staff's ability and capacity to address internally. By pre-qualifying contractors to be utilized on an on-call basis, the delays associated with a traditional Request for Bids (RFB) process is eliminated on the front end of each project. Rather, staff has access to a pre-qualified group of contractors available to efficiently respond to the needs of the City.

Every project assigned to a consultant will still require a separate written scope of work and contract. Dependent upon the overall value of the contract, approval by either the Department Head, City Manager or the City Council will be required. Representative projects typically consist of providing software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. The recommended

consultants will be utilized to address: 1) As needed repair/relocation maintenance work and, 2) unexpected emergency repair work.

The consultants will be evaluated based on their qualifications, experience, and unit prices.

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:

At this time, there are no fiscal impacts. Subsequent to completing the RFQ process, Staff will prepare a staff report addressing findings and recommendations, including the recommended qualified contractor list and present it to the City Council for consideration and approval. The report will also include a fiscal impact analysis and make recommendations for award of a Water System SCADA Maintenance Services contract. The funding for these services will be from the approved FY23/24 & FY24/25 Water Budget.

OPTIONS:

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

1. Do not authorize Staff to publish a Request for Qualifications for Water System SCADA Maintenance Services. Doing so would delay critical SCADA repair and maintenance work that cannot consistently and effectively be performed with internal staff.

ATTACHMENTS:

EXHIBIT A â€“ RFQ for Water System SCADA Maintenance Services.pdf

EXHIBIT A

Request for Qualifications for Water System SCADA Maintenance Services

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) MAINTENANCE SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. TBD, at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Paula (City) is inviting qualified consultants to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Water System SCADA Maintenance Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

Minimum Qualifications

- Consultant and all subcontractors shall be registered on an annual basis with the California Department of Industrial Relations (DIR).
- Consultant must be available 24-hours a day, 7 days a week, and be able to respond to the job site within 2-hours from city notice for an emergency call out.
- Consultant shall obtain all required insurance policies and bonds listed in the RFQ and contract docs.

Evaluation Criteria

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

Award of Contract

City will, in its discretion, select such firms as it determines are in the best interest of the City for a panel from which proposals for projects of $60,000 or less will be solicited, utilizing the evaluation criteria provided in the Request for Qualifications document. Such firms will be required to enter into a contract pursuant to this SOQ under which a firm whose proposal for a particular project will perform such project as a separate work order. The City reserves the right to reject any and all SOQs or to waive any irregularities or informalities in any SOQs should it deem this necessary for the public good, and also the SOQ of any Vendor who has been delinquent or unfaithful in any former contract with the City and to take all SOQs under advisement for a period of ninety (90) days. No firm responding to this SOQ may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

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Submission

One (1) original, three (3) hard copies, and one searchable pdf on USB drive of the proposal shall be submitted to the following address:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Company	Address
Name (Print)	Signature
Company Phone No.	Title

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City of Santa Paula

REQUEST FOR STATEMENT OF QUALIFICATION

FOR

ON-CALL WATER SYSTEM SCADA MAINTENANCE SERVICES

TBD, 2023

Requests for clarification are due by 4:00 P.M. on TBD, TBD, and shall be submitted in writing to Tatiana Arnaout at engineer@spcity.org.

Proposals are due at the City Clerk's office by 3:00 P.M. TBD, TBD, at:

City of Santa Paula
City Clerk's Office
970 E. Ventura Street
Santa Paula, CA 93060

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Introduction

The City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Water System SCADA Maintenance Services ("Services") to perform the services as listed herein. The City reserves the right to prequalify any number of contractors. Due to the as-needed nature of the work, no work is guaranteed regardless of the selection. The scope of work will vary and will be requested on a work order basis as the need arises.

The City of Santa Paula is a General Law City, and as such, some projects and services will be subject to competitive proposals from the selected short list of consultants throughout the term of this RFQ. The City of Santa Paula, at its own discretion and in compliance with the funding source(s) requirement(s), will either select consultants from the short list or publish a project-specific RFB open to all.

Nothing in this RFQ requires the City to select a sole source contractor for any project and services or guarantees a certain amount of work to any contractors in the short-list.

City Background

The City is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. The City is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, the City is referred to as the "Citrus Capital of the World."

The City was incorporated on April 22, 1902, as a general law city. The City Council is made up of five members, elected at-large, serving four-year terms. The Mayor is selected for a one-year term from among the members of the City Council. The City operates under a council-manager form of government. The City Council appoints the City Manager, City Attorney, City Clerk and City Treasurer.

The City covers an area of 5.4 square miles and has an estimated population of 29,267, as of April 1, 2020, based on estimates from the United States Census Bureau. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City delivers municipal services through six departments- Administration (City Council, City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, and Mobile Home Rent Review), Community and Economic Development (Economic Development, Planning, Building and Safety), Parks and Recreation (Community Center, Recreation, Parks, Senior Services, Cable Television, Buildings and Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Police, and Public Works (Streets, Water, Wastewater, Solid Waste, Transit and Engineering). Wastewater, Transit and Solid Waste services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District.

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Scope of Work

The City is seeking SOQs from qualified consultants for a three-year contract to provide 24-hour 7 days a week on-call Water System SCADA Maintenance services to augment the maintenance work the City performs. Selected consultants will be placed on a panel for which proposals for projects of $60,000 or less will be solicited, which if accepted will be reduced to a separate Work Order for each project to be performed under the master contract awarded to each selected firm as a result of this RFQ.

SCADA SYSTEM SUPPORT

Consultant shall provide on call and/or emergency SCADA Integration, Instrumentation, PLC Programming services, develop SCADA Architecture, develop Security platform, Flow Meter Calibration Certification, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, and water distribution SCADA systems.

On an on-call and/or emergency basis, Consultant shall provide software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. The Consultant shall be available year-round and available on a 24- hour/7-day basis. For emergency services, a 30-minute maximum call back response time with a 2-hour maximum on-site response is required. For on call services, services shall be scheduled to occur within five (5) calendar days. Consultant shall provide best management practices in protecting the SCADA system when using non-City computers or peripherals.

Consultant shall upgrade the SCADA systems to the most current version as well as test, troubleshoot and optimize the systems to ensure full interoperability and security.

SCADA INTEGRATION SERVICES

Consultant will provide Supervisory Control and Data Acquisition (SCADA) integration services, including troubleshooting, programming, report generation, report writing, support, and modifications for water treatment plant and water blending stations on an on call and/or emergency basis.

Services shall include, but are not limited to:

System-Wide

- Calibrate/replace controls and instrumentation, sensors and switches (pressure, flow, level and temperature)

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- Calibrate/refurbish/replace chemical (pH, conductivity, chlorine, ammonia and chloramines) analyzers
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Work with City Information Systems Department and Verizon to isolate and remove sources of SCADA network dropouts
- Analyze power monitor data for real-time efficiency and time-of-use (TOU) evaluation
- Calibrate water system instrumentation
- Evaluate and repair communication network – coordinate with Cell provider and City Information Systems regarding upgrading network switches
- Help evaluate and maintain remote access devices for SCADA operations
- Maintain software installed on (SCADA) server for local and state reporting
- Evaluate opportunities to extend City's fiber backbone to remote sites (blending stations, flow monitoring, pressure monitoring, etc.

<u>Other potential services</u>

- Evaluate and repair communication network – coordinate with Cell provider and City Information Systems regarding upgrading network switches
- Integrate wells with PLC control for automated use
- Isolate reverse osmosis (RO) skids Flex Input/Output (I/O) from SCADA local area network (LAN)
- Solve ControlNet module lockups
- Refurbish/replace flow control valves
- Upgrade PLC
- Calibrate water system instrumentation
- Develop communication
- Clean up analog and digital control wiring
- Develop loop system for radio communication

The Consultant shall be required to complete and submit daily work summaries for each day worked. The summaries shall include at a minimum, date, time, weather, job location, work performed broken down in detail, itemized materials used including quantities, itemized personnel including job title and hours quantity worked, itemized vehicles and equipment used including hours worked, and pictures of the work completed. Invoicing shall reference the daily work summary associated with the requested fees, itemized and broken down in detail.

The Consultant shall provide recent experience in successfully providing similar services within municipal water systems.

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The Consultant shall professionally manage the work on at a job site, as well as make sure notifications or information is sent out to the public in a timely manner; promptly addressing concerns of the business and residential community; and monitoring construction mitigations to ensure noise, debris, and traffic disruptions are kept at a tolerable level.

This Agreement specifies performance of services by a contractor on an “as needed” or “on-call” basis. Under the terms of this Agreement, the City, in its sole discretion, will determine both the extent and nature of each scope of work or callout it requires the consultant to perform or complete, and the specific terms and conditions under which it requires the contractor to perform or complete the scope or project. Nothing contained herein, however, shall be construed by the contractor as promise or guarantee of any minimum amount of Work or compensation hereunder. The City may solicit proposals from Consultant in its discretion and may accept or reject such proposals in its discretion. In the event a proposal is accepted, it shall be reduced to a task order for such project not to exceed $60,000, in which case such Work Order shall be a contract entered into pursuant to the terms of this Agreement.

The City will identify a work scope for the Consultant to perform and will issue to the Consultant a Work Order request containing a detailed scope of work for the specific callout. The terms and specifications of this RFQ document shall apply to all Work Order requests. The Consultant will review each Work Order request and provide a detailed cost proposal in response to each Work Order request. The City Engineer will review the submission with the consultant and if acceptable, approve the Work Order in writing or via e-mail. However, in situations of sewer emergencies, the consultant shall receive the Work Order request from the City containing instructions to immediately respond and perform the repair work necessary, and Consultant shall mobilize to the job site within the required 2-hour window to perform the work. Such Work Orders will contain this specific instruction. For such emergency Work Orders, Consultant shall prepare an after the fact invoice for City review based on time and materials expended per the daily work summary and the submitted rates.

The consultant must be available 24-hours a day, 7 days a week, and be able to respond on site within 2-hours for an emergency call out. It shall be the Consultant's responsibility to respond on site within 2 hours in an emergency from the time the call is placed by the City Engineer or designated representative of the City Engineer, with sufficient labor and equipment to begin work. The consultant shall provide the City with a primary and backup designated representative’s phone number or dispatch number and a backup phone number that the City can reach at any time. The City will contact the consultant’s designated representative or backup representative by phone to request such work. Work from a daytime call out may extend into nighttime hours. Any night work will be scheduled at least 48-hours in advance. When receiving an emergency work request from the City, the consultant shall confirm within 30 minutes of the call whether he accepts or declines the work request. For non-emergency requests the confirmation time is 4 hours. A "Declined Request" is defined as the occurrence of one of the following:

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- Consultant cannot be reached at either of the designated phone numbers
- Consultant does not confirm acceptance or decline of the work request within 30 minutes for an emergency call out or 4 hours for a non-emergency call out
- Consultant declines the work request within the designated time

After three (3) Declined Requests the City reserves the right to terminate this Agreement for nonperformance. If the Consultant accepts the work request and subsequently fails to respond on site within the designated time for emergency or non-emergency work, it shall be considered a No-Show. After two (2) No-Shows, the City reserves the right to terminate this Agreement for non-performance.

Inspection of the Site

Each respondent is responsible for fully acquainting themselves with all conditions, instructions, and requirements of this RFQ, that the respondent conducted such additional site investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City's objectives and requirements as outlined in this RFQ, and that respondent has reviewed and inspected all materials submitted in response to this RFQ.

Once the award(s) have been made, a failure to read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for respondent(s) to request additional compensation.

Standard Specifications and Standard Plans

All work shall comply with the Standard Specifications and Plans of the City Department of Public Works, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, the California Building Code, Electric Code, and Plumbing Code, the ADA, the Standard Specifications and Plans of Caltrans, and the Standard Specifications and Plans of the City of Santa Paula Department of Public Works.

Requests for Clarification/Questions Regarding this RFQ

Respondents must satisfy themselves by personally examining the work site, Standard Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No respondent shall at any time, after submission of a SOQ, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFQ documents shall be called to the attention of the City by submission of a written request for clarification or question.

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The deadline for submittal of Requests for Clarification/Questions TBD at 4:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

Communication or solicitation with other City Officials or Employees regarding any aspect of this RFQ is expressly prohibited and may result in disqualification.

Anyone submitting a SOQ or is on a SOQ team shall not contact any City employee or City Council members regarding any aspect of this RFQ unless in the manner described above.

From the time the City has released this RFQ and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFQ, may be the basis for a submittal being disqualified from consideration.

Public Records and Right to Submitted SOQs

All SOQs, inquiries, responses, or correspondence related to or in reference to this request for qualifications, and all documentation submitted by a respondent will become the property of the City when received.

The City is subject to applicable law regarding disclosure of public records. Respondents must clearly identify any information they regard as proprietary in the SOQ. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests, and by so marking a record the respondent agrees to the furthest extent permitted by law indemnify, defend with counsel appointed by City, and hold the City and its City Council, City Council members, officers, agents, employees harmless from any claim, action, or other loss that arises out of, relates to, or is incident to City's nondisclosure of such record in connection with a request for disclosure pursuant to applicable law governing the disclosure of public records. All other information is subject to disclosure.

Legal Responsibilities of Consultant

Any consultant submitting a SOQ shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq., of the Labor Code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Consultant or any such subconsultant under him.

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The City will deduct a 5-percent retention from all progress payments. The Consultant may substitute an escrow holder surety of equal value to the retention. The Consultant shall be beneficial owner of the surety and shall receive any interest thereon.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit SOQs in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Consultant, or subconsultant, offers and agrees to assign to the awarding body all rights, title, and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Consultant, without further acknowledgement by the parties.

Format for the SOQs

The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFQ and any subsequent formal agreements. All responses provided should be as detailed as possible, to provide the SOQ evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. The City shall not be liable for any pre-contractual expenses incurred by any respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFQ. Submit an SOQ containing the following:

1. **Overview of the Company:** The company that will take the lead in providing the requested services shall be described in this section.

    1.1 Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract.
    1.2 Describe the company's experience with similar design projects. Previous experience on designing similar scope is highly desirable.
    1.3 Describe how your company plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project.
    1.4 Describe why the City should select your company over other SOQs that may be submitted?

2. **Project Manager:** The respondent shall designate a qualified individual who will be the primary contact and will serve as the project manager.

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Instead of providing a resume, describe the project manager's background, focusing on why you chose this person to be the project manager of the project. Cite specific examples of projects where this individual has done similar work, or lead a team to deliver similar work, as requested in the scope of work. Describe when were those projects were done. List any certificates, licenses, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

3. **Project Team:** Identify the members of your project team, including the construction foreman. If your response is to provide all services by a single person, just state as such and go to the next section.

   3.1 Provide the name of each team member (including the project manager) and all tasks assigned to each team member. If the team member is from a subcontracted firm, provide the name of the company that this person works, so we can identify what work is being subcontracted out if any. At least 50% of the scope of work shall be performed by the consultant. If any portion of the work will be subcontracted, provide a list of those subs with identification of tasks assigned, company name, local office address, contract person for company, phone number and email of contact person, and reason why choosing this company to do those tasks.

   3.2 Instead of providing a resume for each person, describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using this person for those tasks. Cite specific examples of projects where this individual has done similar work or lead a team to deliver similar work to the tasks assigned.

   3.3 List any certificates, licenses, training, or special equipment training that the team members have that may be relevant towards completing the scope of work.

4. **Reference Projects.** Instead of providing just a long list of names of past jobs your company has worked on, select five projects of similar scope that took place in the Southern California area, that show your ability to complete this RFQ's scope of work. Similar work for other public agencies is preferred. For each project provide a reference person and phone number of the client, who can confirm your work experience on that project.

   Each reference project must include the following information:
   - Agency or name of company you provided services to
   - Name of the contact person who can verify the work you have done
   - Telephone number and/or email of the contact person
   - Name of project
   - Location of project
   - Date(s) (month/year to month/year) you provided services to them
   - Description of the work done and the role of your company on the project
   - Reason why this reference project demonstrates your team's ability to complete

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the scope of work in this RFQ
- A sample plan sheet is not required but desirable
- A photo is not required but desirable

5. **Scope of Work.** Summarize your approach to providing the scope of work.
   - Describe your procedure to respond to an emergency call out from the City. Include information on staffing and resources to cover availability 24-hours a day, 7 days a week, and ability to respond on-site within 2-hours for an emergency call-out.
   - Describe your procedure to respond to install excavated point repairs of live water and sewer pipelines from 2-inches up to 48-inches in diameter and up to 25 feet deep.
   - Describe your procedure to provide bypass pumping while working on a sewer repair.
   - Describe your procedure for concrete and asphalt pavement removal and replacement.
   - Describe your procedure for trench shoring up to 25 feet deep.
   - Describe your procedure for rodding and jetting a blocked sewer line.
   - Describe your procedure to replace a segment of water or sewer pipe that is greater than 10 feet deep in the ground. Include the size of crew, equipment, and materials you would bring to the site of the repair.
   - Describe your procedure to provide non-emergency services, such as video inspection, CIPP lining, manhole adjustments and/or repair, root trimming, root ball removal.
   - Describe your procedures to ensure all personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site.
   - Describe your procedures to ensure all personnel implement confined space entry procedures in accordance with all relevant laws and regulations.
   - Describe your procedures for providing traffic control while performing all phases of work to ensure public safety and convenience.
   - Describe your procedures for preventing and addressing any sewer overflow instances that may occur while performing all work.
   - Describe other services, if any, you can provide and would like to be a part of your SOQ.

6. **Rate Schedule.** This solicitation is not a bid, therefore there are no bid items for you to fill out. The SOQ shall instead provide a rate schedule of hourly rates separated out by personnel job title and equipment type that your company would use to provide the scope of work described in this RFQ. The hourly rate shall include within its fee, all costs for labor, equipment, vehicles, travel, overhead, reimbursables, sales tax, use tax, or any other cost item that your company would incur to provide the scope of work. Rate schedule should include proposed mark-up on all materials to be used for work. Subcontracted work shall also be included in the fees schedule and if you charge a markup for the subcontracted work, that shall be clearly identified in your schedule of fees.

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Each respondent shall also submit the completed Designation of Subcontractors, Suppliers, and Vendors Form included in the attachments designating any subcontractors that the bidder intends to use to complete the scope of work. Each respondent shall also submit the completed Registration with the California Department of Industrial Relations Form, respondent's Violation of Law/Safety Questionnaire Form, Non-Collusion Declaration Form, Certification of Non-Discrimination by Contractors Form, and Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form, included in the Attachments.

Contract Requirements

The selected consultant shall be required to enter into contract with the City to provide the scope of work. When services are required, the City will choose the consultants best suited for the tasks from the short list and award via separate contract with the City reflecting the terms and conditions of the SOQ in addition to the City's standard construction services agreement requirements. The short list will be valid for a period of three (3) years from the date of the original selection. A copy of the standard contract, including all requirements of the contract, is attached to this RFQ.

Selection Criteria

The criteria for evaluating the submitted SOQs will take the following items into consideration:

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

The SOQs will be reviewed by City staff members. The committee will evaluate each submitted SOQ and score them according to the criteria above. An average of the scores will be used to rank the SOQs. Depending on the number of SOQs submitted, the top tier of respondents may be asked to come in for an interview. The City reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

Right to Reject Any or All SOQs

The City reserves the right to reject any or all SOQs, to waive technicalities or formalities, and to accept any SOQ deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

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Withdrawl of SOQS

Prior to the SOQ submittal deadline, a SOQ may be withdrawn by the respondent only by using the Agency's electronic system. No respondent may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

Irregular SOQS

Unauthorized conditions, limitations, or provisions attached to an SOQ will render it irregular and may cause its rejection. The completed SOQ forms shall be without interlineations, alterations, or erasures. Alternative SOQs will not be considered unless specifically requested. No oral, faxed, emailed, or telephonic SOQ will be considered.

Disqualification of Respondents

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondents is interested in more than one SOQ for the work contemplated will cause the rejection of all SOQs in which such respondent is interested. If there is reason for believing that collusion exists among the respondent, all SOQs will be rejected and none of the participants in such collusion will be considered in future SOQs.

Submission of SOQs

One (1) original, three (3) hard copies, and one searchable pdf file on USB drive of the SOQ shall be submitted at the address set forth below, no later than 3:00 P.M. TBD, TBD, 2023:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

A SOQ may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

A SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

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Tentative Schedule

The following proposed project schedule is provided for reference only.

- Release RFQ: TBD
- Deadline for receiving questions: TBD
- SOQ package due by: TBD at 3:00 P.M.
- Consultants Notified/Selection (short list): TBD
- Council Review and Consideration: TBD

Attachments

Attachment 1 - Standard Agreement Template
Attachment 2 – Designation of Subcontractors, Suppliers, and Vendors Form
Attachment 3 – Registration with the California Department of Industrial Relations Form
Attachment 4 – Bidder's Violation of Law/Safety Questionnaire Form
Attachment 5 – Non-Collusion Declaration Form
Attachment 6 – Certification of Non-Discrimination by Contractors Form
Attachment 7 – Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws

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Attachment 1

Standard Agreement Template

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Attachment 2

Designation of Subcontractors, Suppliers, and Vendors Form

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DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

Respondent proposes to subcontract certain portions of the work, which are in excess of one-half of 1 percent (0.5%) of the total amount bid as follows:

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

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Attachment 3

Registration with The California Department of Industrial Relations Form

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REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Prime Contractor Name: _____

Telephone: (_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

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Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

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Attachment 4

Respondent's Violation of Law/Safety Questionnaire Form

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BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the respondent shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the respondent who has a proprietary interest in the respondent ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

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Note: This questionnaire constitutes a part of the SOQ, and a signature portion of the SOQ shall constitute signature of this questionnaire.

Attachment 5

Non-Collusion Declaration Form

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NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
(Signature)

_____
(Print Name)

_____
(Title)

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Attachment 6

Certification of Non-Discrimination by Contractors Form

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CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940.**

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

_____

_____

_____

_____

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Attachment 7

Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form

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STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business and Professions Code § 7028.1]
[Public Contract Code §20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business and Professions Code §7028.15

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now §20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than 6 months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and

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finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code §20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No. _____ Class: _____ Expiration Date: _____

Date _____ Signature _____

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: REQUEST FOR QUALIFICATIONS FOR WASTEWATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) MAINTENANCE SERVICES

Date: June 21, 2023

Agenda Item: 10.J

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to publish a Request for Qualifications for Wastewater System Supervisory Control & Data Acquisition (SCADA) Maintenance Services.

BACKGROUND:

The Water Recycling Facility (WRF) has been in operation continuously since 2010 and is designed to treat wastewater flows of up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD. SCADA systems are used at the WRF to support real-time monitoring, display process controls, send alarms and notifications, support data logging and analysis and provide remote access and control. SCADA enables the WRF to run optimized processes saving the City operator time and money through efficiency.

Wastewater is transported to the WRF through the City's wastewater collection system, which includes collection pipelines, several lift stations, and related infrastructure.

ANALYSIS:

The City needs specialized contractors to provide on call and/or emergency SCADA Integration, Instrumentation, and PLC Programming services work that exceeds staff's ability and capacity to address internally. By pre-qualifying consultants to be utilized on an on-call basis, the three months traditionally used in soliciting consultants through a specific Request for Proposals (RFQ/P) process is eliminated on the front end of each project.

Every project assigned to a consultant will still require a separate written scope of work and contract. Dependent upon the overall value of the contract approval by either the Department Head, City Manager or the City Council. Representative projects typically consist of providing software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. The recommended consultants will be utilized to address: 1) Relocation work requested by the City of Santa Paula, 2) As needed repair/relocation maintenance work, and 3) Unexpected emergency repair work. The

consultants will be evaluated based on their qualifications, experience, and unit prices.

In addition to the pre-qualification, a $50,000 on-call contract will be awarded to a qualified contractor for emergency and on-call services at the WRF.

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:

At this time, there are no fiscal impacts. Subsequent to the RFQ process, Staff will prepare a staff report and provide findings and recommendations and present it to the City Council for consideration and approval. The report will include a fiscal impact analysis and make recommendations for award of a SCADA Maintenance Services contract. The funding for the services will be from the approved FY23/24 & FY24/25 Wastewater Operating Budgets.

OPTIONS:

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

1. Do not authorize Staff to publish a RFQ for SCADA Maintenance Services. Doing so would delay critical SCADA repair and maintenance work that cannot always be performed with internal staff.

ATTACHMENTS:

EXHIBIT A â€“ RFQ for Water System SCADA Maintenance Services.pdf

EXHIBIT A

Request for Qualifications for Water System SCADA Maintenance Services

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) MAINTENANCE SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. TBD, at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Paula (City) is inviting qualified consultants to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Water System SCADA Maintenance Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

Minimum Qualifications

- Consultant and all subcontractors shall be registered on an annual basis with the California Department of Industrial Relations (DIR).
- Consultant must be available 24-hours a day, 7 days a week, and be able to respond to the job site within 2-hours from city notice for an emergency call out.
- Consultant shall obtain all required insurance policies and bonds listed in the RFQ and contract docs.

Evaluation Criteria

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

Award of Contract

City will, in its discretion, select such firms as it determines are in the best interest of the City for a panel from which proposals for projects of $60,000 or less will be solicited, utilizing the evaluation criteria provided in the Request for Qualifications document. Such firms will be required to enter into a contract pursuant to this SOQ under which a firm whose proposal for a particular project will perform such project as a separate work order. The City reserves the right to reject any and all SOQs or to waive any irregularities or informalities in any SOQs should it deem this necessary for the public good, and also the SOQ of any Vendor who has been delinquent or unfaithful in any former contract with the City and to take all SOQs under advisement for a period of ninety (90) days. No firm responding to this SOQ may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

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Submission

One (1) original, three (3) hard copies, and one searchable pdf on USB drive of the proposal shall be submitted to the following address:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Company	Address
Name (Print)	Signature
Company Phone No.	Title

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City of Santa Paula

REQUEST FOR STATEMENT OF QUALIFICATION

FOR

ON-CALL WATER SYSTEM SCADA MAINTENANCE SERVICES

TBD, 2023

Requests for clarification are due by 4:00 P.M. on TBD, TBD, and shall be submitted in writing to Tatiana Arnaout at engineer@spcity.org.

Proposals are due at the City Clerk's office by 3:00 P.M. TBD, TBD, at:

City of Santa Paula
City Clerk's Office
970 E. Ventura Street
Santa Paula, CA 93060

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Introduction

The City of Santa Paula (City) is inviting qualified contractors to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Water System SCADA Maintenance Services ("Services") to perform the services as listed herein. The City reserves the right to prequalify any number of contractors. Due to the as-needed nature of the work, no work is guaranteed regardless of the selection. The scope of work will vary and will be requested on a work order basis as the need arises.

The City of Santa Paula is a General Law City, and as such, some projects and services will be subject to competitive proposals from the selected short list of consultants throughout the term of this RFQ. The City of Santa Paula, at its own discretion and in compliance with the funding source(s) requirement(s), will either select consultants from the short list or publish a project-specific RFB open to all.

Nothing in this RFQ requires the City to select a sole source contractor for any project and services or guarantees a certain amount of work to any contractors in the short-list.

City Background

The City is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. The City is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, the City is referred to as the "Citrus Capital of the World."

The City was incorporated on April 22, 1902, as a general law city. The City Council is made up of five members, elected at-large, serving four-year terms. The Mayor is selected for a one-year term from among the members of the City Council. The City operates under a council-manager form of government. The City Council appoints the City Manager, City Attorney, City Clerk and City Treasurer.

The City covers an area of 5.4 square miles and has an estimated population of 29,267, as of April 1, 2020, based on estimates from the United States Census Bureau. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City delivers municipal services through six departments-Administration (City Council, City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, and Mobile Home Rent Review), Community and Economic Development (Economic Development, Planning, Building and Safety), Parks and Recreation (Community Center, Recreation, Parks, Senior Services, Cable Television, Buildings and Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Police, and Public Works (Streets, Water, Wastewater, Solid Waste, Transit and Engineering). Wastewater, Transit and Solid Waste services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District.

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Scope of Work

The City is seeking SOQs from qualified consultants for a three-year contract to provide 24-hour 7 days a week on-call Water System SCADA Maintenance services to augment the maintenance work the City performs. Selected consultants will be placed on a panel for which proposals for projects of $60,000 or less will be solicited, which if accepted will be reduced to a separate Work Order for each project to be performed under the master contract awarded to each selected firm as a result of this RFQ.

SCADA SYSTEM SUPPORT

Consultant shall provide on call and/or emergency SCADA Integration, Instrumentation, PLC Programming services, develop SCADA Architecture, develop Security platform, Flow Meter Calibration Certification, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, and water distribution SCADA systems.

On an on-call and/or emergency basis, Consultant shall provide software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. The Consultant shall be available year-round and available on a 24- hour/7-day basis. For emergency services, a 30-minute maximum call back response time with a 2-hour maximum on-site response is required. For on call services, services shall be scheduled to occur within five (5) calendar days. Consultant shall provide best management practices in protecting the SCADA system when using non-City computers or peripherals.

Consultant shall upgrade the SCADA systems to the most current version as well as test, troubleshoot and optimize the systems to ensure full interoperability and security.

SCADA INTEGRATION SERVICES

Consultant will provide Supervisory Control and Data Acquisition (SCADA) integration services, including troubleshooting, programming, report generation, report writing, support, and modifications for water treatment plant and water blending stations on an on call and/or emergency basis.

Services shall include, but are not limited to:

System-Wide

- Calibrate/replace controls and instrumentation, sensors and switches (pressure, flow, level and temperature)

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- Calibrate/refurbish/replace chemical (pH, conductivity, chlorine, ammonia and chloramines) analyzers
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Work with City Information Systems Department and Verizon to isolate and remove sources of SCADA network dropouts
- Analyze power monitor data for real-time efficiency and time-of-use (TOU) evaluation
- Calibrate water system instrumentation
- Evaluate and repair communication network – coordinate with Cell provider and City Information Systems regarding upgrading network switches
- Help evaluate and maintain remote access devices for SCADA operations
- Maintain software installed on (SCADA) server for local and state reporting
- Evaluate opportunities to extend City's fiber backbone to remote sites (blending stations, flow monitoring, pressure monitoring, etc.

<u>Other potential services</u>

- Evaluate and repair communication network – coordinate with Cell provider and City Information Systems regarding upgrading network switches
- Integrate wells with PLC control for automated use
- Isolate reverse osmosis (RO) skids Flex Input/Output (I/O) from SCADA local area network (LAN)
- Solve ControlNet module lockups
- Refurbish/replace flow control valves
- Upgrade PLC
- Calibrate water system instrumentation
- Develop communication
- Clean up analog and digital control wiring
- Develop loop system for radio communication

The Consultant shall be required to complete and submit daily work summaries for each day worked. The summaries shall include at a minimum, date, time, weather, job location, work performed broken down in detail, itemized materials used including quantities, itemized personnel including job title and hours quantity worked, itemized vehicles and equipment used including hours worked, and pictures of the work completed. Invoicing shall reference the daily work summary associated with the requested fees, itemized and broken down in detail.

The Consultant shall provide recent experience in successfully providing similar services within municipal water systems.

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The Consultant shall professionally manage the work on at a job site, as well as make sure notifications or information is sent out to the public in a timely manner; promptly addressing concerns of the business and residential community; and monitoring construction mitigations to ensure noise, debris, and traffic disruptions are kept at a tolerable level.

This Agreement specifies performance of services by a contractor on an “as needed” or “on-call” basis. Under the terms of this Agreement, the City, in its sole discretion, will determine both the extent and nature of each scope of work or callout it requires the consultant to perform or complete, and the specific terms and conditions under which it requires the contractor to perform or complete the scope or project. Nothing contained herein, however, shall be construed by the contractor as promise or guarantee of any minimum amount of Work or compensation hereunder. The City may solicit proposals from Consultant in its discretion and may accept or reject such proposals in its discretion. In the event a proposal is accepted, it shall be reduced to a task order for such project not to exceed $60,000, in which case such Work Order shall be a contract entered into pursuant to the terms of this Agreement.

The City will identify a work scope for the Consultant to perform and will issue to the Consultant a Work Order request containing a detailed scope of work for the specific callout. The terms and specifications of this RFQ document shall apply to all Work Order requests. The Consultant will review each Work Order request and provide a detailed cost proposal in response to each Work Order request. The City Engineer will review the submission with the consultant and if acceptable, approve the Work Order in writing or via e-mail. However, in situations of sewer emergencies, the consultant shall receive the Work Order request from the City containing instructions to immediately respond and perform the repair work necessary, and Consultant shall mobilize to the job site within the required 2-hour window to perform the work. Such Work Orders will contain this specific instruction. For such emergency Work Orders, Consultant shall prepare an after the fact invoice for City review based on time and materials expended per the daily work summary and the submitted rates.

The consultant must be available 24-hours a day, 7 days a week, and be able to respond on site within 2-hours for an emergency call out. It shall be the Consultant's responsibility to respond on site within 2 hours in an emergency from the time the call is placed by the City Engineer or designated representative of the City Engineer, with sufficient labor and equipment to begin work. The consultant shall provide the City with a primary and backup designated representative’s phone number or dispatch number and a backup phone number that the City can reach at any time. The City will contact the consultant’s designated representative or backup representative by phone to request such work. Work from a daytime call out may extend into nighttime hours. Any night work will be scheduled at least 48-hours in advance. When receiving an emergency work request from the City, the consultant shall confirm within 30 minutes of the call whether he accepts or declines the work request. For non-emergency requests the confirmation time is 4 hours. A "Declined Request" is defined as the occurrence of one of the following:

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- Consultant cannot be reached at either of the designated phone numbers
- Consultant does not confirm acceptance or decline of the work request within 30 minutes for an emergency call out or 4 hours for a non-emergency call out
- Consultant declines the work request within the designated time

After three (3) Declined Requests the City reserves the right to terminate this Agreement for nonperformance. If the Consultant accepts the work request and subsequently fails to respond on site within the designated time for emergency or non-emergency work, it shall be considered a No-Show. After two (2) No-Shows, the City reserves the right to terminate this Agreement for non-performance.

Inspection of the Site

Each respondent is responsible for fully acquainting themselves with all conditions, instructions, and requirements of this RFQ, that the respondent conducted such additional site investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City's objectives and requirements as outlined in this RFQ, and that respondent has reviewed and inspected all materials submitted in response to this RFQ.

Once the award(s) have been made, a failure to read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for respondent(s) to request additional compensation.

Standard Specifications and Standard Plans

All work shall comply with the Standard Specifications and Plans of the City Department of Public Works, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, the California Building Code, Electric Code, and Plumbing Code, the ADA, the Standard Specifications and Plans of Caltrans, and the Standard Specifications and Plans of the City of Santa Paula Department of Public Works.

Requests for Clarification/Questions Regarding this RFQ

Respondents must satisfy themselves by personally examining the work site, Standard Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No respondent shall at any time, after submission of a SOQ, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFQ documents shall be called to the attention of the City by submission of a written request for clarification or question.

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The deadline for submittal of Requests for Clarification/Questions TBD at 4:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

Communication or solicitation with other City Officials or Employees regarding any aspect of this RFQ is expressly prohibited and may result in disqualification.

Anyone submitting a SOQ or is on a SOQ team shall not contact any City employee or City Council members regarding any aspect of this RFQ unless in the manner described above.

From the time the City has released this RFQ and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFQ, may be the basis for a submittal being disqualified from consideration.

Public Records and Right to Submitted SOQs

All SOQs, inquiries, responses, or correspondence related to or in reference to this request for qualifications, and all documentation submitted by a respondent will become the property of the City when received.

The City is subject to applicable law regarding disclosure of public records. Respondents must clearly identify any information they regard as proprietary in the SOQ. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests, and by so marking a record the respondent agrees to the furthest extent permitted by law indemnify, defend with counsel appointed by City, and hold the City and its City Council, City Council members, officers, agents, employees harmless from any claim, action, or other loss that arises out of, relates to, or is incident to City's nondisclosure of such record in connection with a request for disclosure pursuant to applicable law governing the disclosure of public records. All other information is subject to disclosure.

Legal Responsibilities of Consultant

Any consultant submitting a SOQ shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq., of the Labor Code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Consultant or any such subconsultant under him.

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The City will deduct a 5-percent retention from all progress payments. The Consultant may substitute an escrow holder surety of equal value to the retention. The Consultant shall be beneficial owner of the surety and shall receive any interest thereon.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit SOQs in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Consultant, or subconsultant, offers and agrees to assign to the awarding body all rights, title, and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Consultant, without further acknowledgement by the parties.

Format for the SOQs

The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFQ and any subsequent formal agreements. All responses provided should be as detailed as possible, to provide the SOQ evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. The City shall not be liable for any pre-contractual expenses incurred by any respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFQ. Submit an SOQ containing the following:

1. **Overview of the Company:** The company that will take the lead in providing the requested services shall be described in this section.

    1.1 Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract.
    1.2 Describe the company's experience with similar design projects. Previous experience on designing similar scope is highly desirable.
    1.3 Describe how your company plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project.
    1.4 Describe why the City should select your company over other SOQs that may be submitted?

2. **Project Manager:** The respondent shall designate a qualified individual who will be the primary contact and will serve as the project manager.

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Instead of providing a resume, describe the project manager's background, focusing on why you chose this person to be the project manager of the project. Cite specific examples of projects where this individual has done similar work, or lead a team to deliver similar work, as requested in the scope of work. Describe when were those projects were done. List any certificates, licenses, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

3. **Project Team:** Identify the members of your project team, including the construction foreman. If your response is to provide all services by a single person, just state as such and go to the next section.

   3.1 Provide the name of each team member (including the project manager) and all tasks assigned to each team member. If the team member is from a subcontracted firm, provide the name of the company that this person works, so we can identify what work is being subcontracted out if any. At least 50% of the scope of work shall be performed by the consultant. If any portion of the work will be subcontracted, provide a list of those subs with identification of tasks assigned, company name, local office address, contract person for company, phone number and email of contact person, and reason why choosing this company to do those tasks.

   3.2 Instead of providing a resume for each person, describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using this person for those tasks. Cite specific examples of projects where this individual has done similar work or lead a team to deliver similar work to the tasks assigned.

   3.3 List any certificates, licenses, training, or special equipment training that the team members have that may be relevant towards completing the scope of work.

4. **Reference Projects.** Instead of providing just a long list of names of past jobs your company has worked on, select five projects of similar scope that took place in the Southern California area, that show your ability to complete this RFQ's scope of work. Similar work for other public agencies is preferred. For each project provide a reference person and phone number of the client, who can confirm your work experience on that project.

   Each reference project must include the following information:
   - Agency or name of company you provided services to
   - Name of the contact person who can verify the work you have done
   - Telephone number and/or email of the contact person
   - Name of project
   - Location of project
   - Date(s) (month/year to month/year) you provided services to them
   - Description of the work done and the role of your company on the project
   - Reason why this reference project demonstrates your team's ability to complete

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the scope of work in this RFQ
- A sample plan sheet is not required but desirable
- A photo is not required but desirable

5. **Scope of Work.** Summarize your approach to providing the scope of work.
   - Describe your procedure to respond to an emergency call out from the City. Include information on staffing and resources to cover availability 24-hours a day, 7 days a week, and ability to respond on-site within 2-hours for an emergency call-out.
   - Describe your procedure to respond to install excavated point repairs of live water and sewer pipelines from 2-inches up to 48-inches in diameter and up to 25 feet deep.
   - Describe your procedure to provide bypass pumping while working on a sewer repair.
   - Describe your procedure for concrete and asphalt pavement removal and replacement.
   - Describe your procedure for trench shoring up to 25 feet deep.
   - Describe your procedure for rodding and jetting a blocked sewer line.
   - Describe your procedure to replace a segment of water or sewer pipe that is greater than 10 feet deep in the ground. Include the size of crew, equipment, and materials you would bring to the site of the repair.
   - Describe your procedure to provide non-emergency services, such as video inspection, CIPP lining, manhole adjustments and/or repair, root trimming, root ball removal.
   - Describe your procedures to ensure all personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site.
   - Describe your procedures to ensure all personnel implement confined space entry procedures in accordance with all relevant laws and regulations.
   - Describe your procedures for providing traffic control while performing all phases of work to ensure public safety and convenience.
   - Describe your procedures for preventing and addressing any sewer overflow instances that may occur while performing all work.
   - Describe other services, if any, you can provide and would like to be a part of your SOQ.

6. **Rate Schedule.** This solicitation is not a bid, therefore there are no bid items for you to fill out. The SOQ shall instead provide a rate schedule of hourly rates separated out by personnel job title and equipment type that your company would use to provide the scope of work described in this RFQ. The hourly rate shall include within its fee, all costs for labor, equipment, vehicles, travel, overhead, reimbursables, sales tax, use tax, or any other cost item that your company would incur to provide the scope of work. Rate schedule should include proposed mark-up on all materials to be used for work. Subcontracted work shall also be included in the fees schedule and if you charge a markup for the subcontracted work, that shall be clearly identified in your schedule of fees.

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Each respondent shall also submit the completed Designation of Subcontractors, Suppliers, and Vendors Form included in the attachments designating any subcontractors that the bidder intends to use to complete the scope of work. Each respondent shall also submit the completed Registration with the California Department of Industrial Relations Form, respondent's Violation of Law/Safety Questionnaire Form, Non-Collusion Declaration Form, Certification of Non-Discrimination by Contractors Form, and Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form, included in the Attachments.

Contract Requirements

The selected consultant shall be required to enter into contract with the City to provide the scope of work. When services are required, the City will choose the consultants best suited for the tasks from the short list and award via separate contract with the City reflecting the terms and conditions of the SOQ in addition to the City's standard construction services agreement requirements. The short list will be valid for a period of three (3) years from the date of the original selection. A copy of the standard contract, including all requirements of the contract, is attached to this RFQ.

Selection Criteria

The criteria for evaluating the submitted SOQs will take the following items into consideration:

50% Qualifications/expertise of company/team & similar prior project experience/ references
50% Rate Schedule

The SOQs will be reviewed by City staff members. The committee will evaluate each submitted SOQ and score them according to the criteria above. An average of the scores will be used to rank the SOQs. Depending on the number of SOQs submitted, the top tier of respondents may be asked to come in for an interview. The City reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

Right to Reject Any or All SOQs

The City reserves the right to reject any or all SOQs, to waive technicalities or formalities, and to accept any SOQ deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

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Withdrawl of SOQS

Prior to the SOQ submittal deadline, a SOQ may be withdrawn by the respondent only by using the Agency's electronic system. No respondent may withdraw its SOQ for a period of ninety (90) days after the deadline for submission of SOQs.

Irregular SOQS

Unauthorized conditions, limitations, or provisions attached to an SOQ will render it irregular and may cause its rejection. The completed SOQ forms shall be without interlineations, alterations, or erasures. Alternative SOQs will not be considered unless specifically requested. No oral, faxed, emailed, or telephonic SOQ will be considered.

Disqualification of Respondents

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondents is interested in more than one SOQ for the work contemplated will cause the rejection of all SOQs in which such respondent is interested. If there is reason for believing that collusion exists among the respondent, all SOQs will be rejected and none of the participants in such collusion will be considered in future SOQs.

Submission of SOQs

One (1) original, three (3) hard copies, and one searchable pdf file on USB drive of the SOQ shall be submitted at the address set forth below, no later than 3:00 P.M. TBD, TBD, 2023:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

A SOQ may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

A SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

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Tentative Schedule

The following proposed project schedule is provided for reference only.

- Release RFQ: TBD
- Deadline for receiving questions: TBD
- SOQ package due by: TBD at 3:00 P.M.
- Consultants Notified/Selection (short list): TBD
- Council Review and Consideration: TBD

Attachments

Attachment 1 - Standard Agreement Template
Attachment 2 – Designation of Subcontractors, Suppliers, and Vendors Form
Attachment 3 – Registration with the California Department of Industrial Relations Form
Attachment 4 – Bidder's Violation of Law/Safety Questionnaire Form
Attachment 5 – Non-Collusion Declaration Form
Attachment 6 – Certification of Non-Discrimination by Contractors Form
Attachment 7 – Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws

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Attachment 1

Standard Agreement Template

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Attachment 2

Designation of Subcontractors, Suppliers, and Vendors Form

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DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

Respondent proposes to subcontract certain portions of the work, which are in excess of one-half of 1 percent (0.5%) of the total amount bid as follows:

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Name: _____ Telephone: (____)_____

Address: _____

Responsibility: _____

California Contractor License #: _____

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

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Attachment 3

Registration with The California Department of Industrial Relations Form

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REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Prime Contractor Name: _____

Telephone: (_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

Subcontractor Name: _____

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Telephone:

(_____)_____

Address:

_____

DIR Registration Number:_____

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Attachment 4

Respondent's Violation of Law/Safety Questionnaire Form

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BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the respondent shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the respondent who has a proprietary interest in the respondent ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

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Note: This questionnaire constitutes a part of the SOQ, and a signature portion of the SOQ shall constitute signature of this questionnaire.

Attachment 5

Non-Collusion Declaration Form

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NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
(Signature)

_____
(Print Name)

_____
(Title)

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Attachment 6

Certification of Non-Discrimination by Contractors Form

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CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940.**

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

_____

_____

_____

_____

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Attachment 7

Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws Form

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STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business and Professions Code § 7028.1]
[Public Contract Code §20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business and Professions Code §7028.15

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now §20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than 6 months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and

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finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code §20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No. _____ Class: _____ Expiration Date: _____

Date _____ Signature _____

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT FOR VALLEY EXPRESS TRANSIT SERVICE AGREEMENT

Date: June 21, 2023

Agenda Item: 10.K

RECOMMENDATION:

Staff recommends that the City Council approve and authorize the City Manager to execute the First Amended and Restated Cooperative Agreement for Valley Express Transit Service.

BACKGROUND:

In May 2014, the City of Santa Paula, the City of Fillmore, Ventura County, and Ventura County Transportation Commission ("VCTC") entered into a Cooperative Agreement for Valley Express Transit Service ("2014 Agreement") whereby VCTC agreed to administer transit service on behalf of the City of Santa Paula, the City of Fillmore, Ventura County ("Agencies") through a third-party contractor, MV Transportation. The 2014 Agreement was structured to terminate when VCTC's agreement with MV Transportation terminated. Following an RFP process, VCTC selected MV Transportation to administer transit services. VCTC's new agreement with MV Transportation expires in June 2027 unless otherwise extended pursuant to three 1-year options to extend.

The purpose of the proposed First Amended and Restated Cooperative Agreement (hereinafter "Cooperative Agreement") is to continue cooperatively providing transit service administered by VCTC through MV Transportation and update the terms and conditions of the parties' relationship to facilitate the continued provision of transit service. The proposed Cooperative Agreement is attached as Exhibit A.

ANALYSIS:

City staff and legal counsel have been working with the member agencies' staff and legal counsel to negotiate the Cooperative Agreement.

The Cooperative Agreement was approved by VCTC on June 2, 2023. Heritage Valley Policy Advisory Committee (HVPAC) approved the Cooperative Agreement on June 7, 2023.

Fillmore and Ventura County are reviewing the Cooperative Agreement for approval this month.

The Cooperative Agreement includes the following updates to the 2014 Agreement:

- The name of the service provided is called Valley Express Transit Service (VETS) and was previously known as Heritage Valley Transit Service.
- The Transit Committee is now called and referred to as the Heritage Valley Policy Advisory Committee (HVPAC).
- The Technical Committee is now called and referred to as the Heritage Valley Technical Advisory Committee (HVTAC).
- The City's cost for the VETS service will be $43,333 for FY 2023-2024 and will escalate 3% each fiscal year ("Annual Cost Share"). The City will not be liable for its Annual Cost Share beyond June 30, 2027 (i.e. the expiration date of MV Transportation's contract) should it withdraw before the Cooperative Agreement expires.
- When an agency withdraws, the Annual Cost Share formula must be revised to equitably reapportion the withdrawing agency's contribution to the remaining agencies. This was not explicitly addressed in the 2014 Agreement.
- VCTC will conduct on-board passenger surveys biennially rather than annually.
- The Term of the agreement is clarified by stating that it concludes at the later of (1) the end of the Transit Operator contract term or (2) any extension of the term VCTC enters into with the Transit Operator. VCTC's contract with MV Transportation, the current Transit Operator, is set to expire on June 30, 2027 and includes three 1-year options to extend.
- A mutual indemnification provision has been added.
- Attachment A – Route and Service Description
    - Service will begin on weekdays at 5:45 a.m. rather than 6:00 a.m. and end at 7:45 p.m. rather than 8:00 p.m.
    - Service will begin on weekends at 8:00 a.m., but will end at 6:00 p.m. rather than 5:30 p.m.
    - Regular fares will be $2.00 for all passengers; previously $0.85 for seniors, disable, Medicare card holders; $1.75 for all others.
    - Dial-A Ride service times and intervals:
    - Dial-A Ride fares are adjusted as follows:
- Attachment B - Performance Reporting
    - In addition to reporting on revenues, recovery ration, operating costs, administration costs, ridership, vehicle service miles, passengers per vehicle service mile, and total miles, reports will include vehicle service hours, total operating cost per vehicle service hour, passengers per vehicle service hour and total hours.

The remaining terms of the Cooperative Agreement (which do not significantly differ from the 2014 Agreement) are summarized as follows:

- Heritage Valley Policy Advisory Committee (HVPAC) Role
    - The HVPAC reviews the Heritage Valley Transit Services budget, determines if any capital expenditures are required, reviews the contract for operation of the service, and discusses methods of expanding or adjusting the service to respond to the transit needs of the region.
    - The HVPAC is composed of the Ventura County Transportation Commission (VCTC) Executive Director, VCTC Commissioners from the Cities of Fillmore and Santa Paula (currently, Councilmember Crosswhite), and the County Supervisor whose district represents the Cities of Fillmore and Santa Paula.

    - The HVPAC meets as needed.
- Heritage Valley Technical Advisory Committee (HVTAC) Role
    - The HVTAC advises the Heritage Valley Policy Advisory Committee (HVPAC) on operational elements of the services including routes, schedules, adjustments to the performance standards in the Heritage Valley Transit Plan, the annual budget, the annual report, and other service details.
    - The HVTAC is composed of staff representatives from VCTC, the Cities of Fillmore and Santa Paula, and the County, and a member of the contract Transit Operator providing the service. MV Transportation is the current Transit Operator.
    - The HVTAC meets as needed.
- Administration
    - VCTC will administer the VETS program and be responsible for grant funding, National Transit Database Data Collection, submitting FTA Quarterly Reports, use revenues to defray operating costs, making payments to MV Transportation, collecting local shares and fare box revenues for deposit into a revenue account, coordinating transit services, community outreach, customer relations, conducting on-board passenger surveys, handle accounting, arrange for audits, prepare future RFPs for transit operators.
- Agency withdrawal
    - A member agency can withdraw from the agreement and services with notice to all Parties no later than January 1st before the beginning of the next fiscal year. Withdrawal will be effective on July 1st of the new fiscal year.
    - Withdrawal of two agencies terminates the Cooperative Agreement.
- Miscellaneous provisions regarding changes to the agreement, notices, governing law, and construction.
- Attachment A - Route and Service Description
    - Fixed Route Fares
        - Regular fares will be $1.25; for seniors, disabled, and Medicare card holders the fare will be $0.60.
    - Santa Paula Fixed Route service hours
        - Monday through Friday, 6:00 a.m. to 8:00 p.m. and Saturday and Sunday from 8:00 a.m. to 5:30 p.m.

As noted above, because the term of the Cooperative Agreement aligns with the Transit Operator contract term, it will remain in effect through at least June 30, 2027, unless the City withdraws earlier.

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:

The Service is to be funded to the maximum extent practicable with federal transit funds, as approved by the VCTC and the Federal Transit Administration (FTA) with a local match as required by Federal Law. The required local match will be paid by the Agencies at least

annually, not later than September 1, based on funding shares per jurisdiction as follows:

Agency	Funding
County	33.4%
Santa Paula	33.3%
Fillmore	33.3%
Total	100%

The anticipated annual contribution amount by the City is as follows:

FY 23/24	$43,333
FY 24/25	$44,633
FY 25/26	$45,972
FY 26/27	$47,351

The proposed two year budget does not include a local match from either General Fund or Measure T. Staff will return to Council in the first quarter review of FY 2023/24.

OPTIONS:

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

1. Do not authorize the City Manager to execute the First Amended and Restated Cooperative Agreement for Valley Express Transit Service. Doing so would prevent the City from cooperatively providing transit service to its residents and visitors as administered by VCTC through MV Transportation.

ATTACHMENTS:

Exhibit A - First Amended and Restated Cooperative Agreement Valley Express Transit Service.pdf
USE FOR EXHIBIT A --> 2023 VE Coop Agreement Final-c1 (6.12.23).docx

EXHIBIT A

First Amended and Restated Cooperative Agreement Valley Express Transit Service

FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT
VALLEY EXPRESS TRANSIT SERVICE

This First Amended and Restated Cooperative Agreement ("Agreement") is effective as of the 2nd day of March, 2023 ("Effective Date") by and between the City of Fillmore ("Fillmore"), a municipal corporation and general law city, the City of Santa Paula ("Santa Paula"), a municipal corporation and general law city, the County of Ventura ("County"), a subdivision of the state of California, and the Ventura County Transportation Commission ("VCTC"), a county transportation commission organized pursuant to Public Utilities Code § 130000, *et seq*., each of which is a Party and collectively Parties. Fillmore, Santa Paula, and the County are collectively referred to herein from time to time as the "Agencies" or singularly as an "Agency."

RECITALS

WHEREAS, on or about May 20, 2014, the Parties entered into a Cooperative Agreement pursuant to which VCTC agreed to administer transit service on behalf of the Agencies through a third-party contractor ("Cooperative Agreement"); and

WHEREAS, in furtherance of the Cooperative Agreement, after a competitive process, VCTC entered into a transit services agreement with MV Transportation, Inc. ("MV Transportation") to act as the Transit Operator which was to expire on March 1, 2023; and

WHEREAS, pursuant to Section 7 of the Cooperative Agreement, the Cooperative Agreement was to terminate upon the expiration of the prior transit services agreement with MV Transportation, on March 1, 2023; and

WHEREAS, VCTC issued a Request for Proposals ("RFP"), in coordination with the Agencies and in accordance with procedures set forth in Section 6 of the Cooperative Agreement, for a new Transit Operator on July 25, 2022 and pursuant to that RFP, again selected MV Transportation , and entered into a new contract with MV Transportation on the first day of January 2023, which expires on June 30, 2027, unless otherwise extended pursuant to three 1-year options to extend; and

WHEREAS, the Parties wish to continue cooperatively providing transit service administered by VCTC through a third-party contractor and desire to enter into this new Agreement to update the terms and conditions of the Parties' relationship to facilitate the continued provision of transit service as described herein; and.

WHEREAS, capitalized terms in this Agreement shall have the same meanings ascribed to them in the Cooperative Agreement unless otherwise defined herein.

NOW THEREFORE, the Parties agree that the foregoing Recitals are true and correct and the Parties further agree as follows:

Section 1: Purpose

The purpose of this Agreement is for the Agencies to continue cooperatively providing transit service within the service area outlined in Attachment A, attached hereto and incorporated herein, and for VCTC to continue administering such service.

Section 2: Name

The name of the service provided pursuant to this Agreement is the Valley Express Transit Service (VETS). VCTC will oversee and cause the services and operation set forth in Attachment A (the "Services") to be performed by a third-party contractor ("Transit Operator").

Section 3: Heritage Valley Policy Advisory Committee (HVPAC)

HVPAC will continue to be responsible for overseeing the operations of the VETS. Each Party will select one (1) person to act as a regular member of HVPAC ("Member"). VCTC's Member must be its Executive Director or his or her designee. Each Agency's Member must be a VCTC Commissioner and a member of that Agency's governing body. Each Party will also designate an alternate, who will serve as Member with full voting privileges in the absence of the regular Member. VCTC's alternate may be designated by its Executive Director. Santa Paula's and Fillmore's alternates must be their respective city managers. The County's alternate must be another Supervisor or its Public Works Agency Director. For all Agencies, if the primary and alternate Members are not available, the Agency's governing body must appoint a person to serve as Member. Except as otherwise provided in this Agreement, each Agency's Member will have one vote. VCTC's Member will have no vote. Except as otherwise provided, votes taken by the HVPAC will be advisory only; the Agencies are not bound by HVPAC decisions.

HVPAC is charged with reviewing the Services (as defined above); reviewing the Services budget; determining if any capital expenditures are required to support the Service; reviewing the transit services agreement; discussing methods of expanding or adjusting the Service to respond to the transit needs of the regions identified by the Parties; deciding other miscellaneous Service-related matters as determined by the Parties; and meeting as needed, but not less than once every quarter. The Parties understand and agree that the HVPAC must comply with all statutory and regulatory requirements of the Ralph M. Brown Act (Gov. Code, § 54950 et seq.).

A quorum consists of two voting representatives, and the HVPAC may take no action without a quorum. The Chairperson of HVPAC must be a Member from one of the Agencies and will rotate every two years amongst the three Agency Members.

HVPAC makes recommendations involving, without limitation, the following issues regarding the Service:

- Selection of the Transit Operator;
- Fare adjustments;
- Schedule revisions resulting in a change of more than 20% in daily service hours;
- Amendments or revisions to this Agreement;
- Annual budget; and
- Updates to the Services.

HVPAC must meet each year before April 1 to review and recommend to VCTC the Annual Budget and route plan for the following year, and each year before November 1 to receive the annual report and input from the HVTAC (as defined below) with respect to meeting targets for goals, objectives, and performance measurements. HVPAC sets policy for the Service to the maximum extent possible allowed by law or regulation. When formal action by the Agencies is required, HVPAC must make a recommendation to the Agencies. When formal action of VCTC is required, HVPAC must make a recommendation to VCTC.

In the event VCTC is required to take action as the public agency directly responsible for providing the Service and VCTC does not approve the recommendation of HVPAC, then HVPAC and the VCTC

Administrative Committee, consisting of the VCTC Chair, Vice-Chair, and Immediate Past Chair, must meet and confer in an effort to resolve differences in the recommended action. In the event that a member of the Administrative Committee is also a member of HVPAC, VCTC must designate a substitute member to participate in the meet-and-confer process on behalf of VCTC.

Section 4: Heritage Valley Technical Advisory Committee (HVTAC)

HVTAC consists of staff representatives from VCTC, the cities of Fillmore and Santa Paula, and the County. A member of the staff of the Transit Operator providing the Services must serve as ex-officio member of the HVTAC.

HVTAC advises VCTC on operational elements of the Service, including routes, schedules, and adjustments to the performance standards in the March 2013 Valley Express Transit Study Final Report (or any subsequent studies and/or reports), the annual budget, the annual report, and other service details, and make recommendations to the HVPAC. Minor modifications to Services plans, routes, and schedules are delegated to HVTAC.

Section 5: Funding

The Service is to be funded to the maximum extent practicable with federal transit funds, as approved by the VCTC and the Federal Transit Administration (FTA) with a local match as required by Federal Law. The required local match will be paid by the Agencies at least annually, not later than September 1, based on funding shares per jurisdiction as follows:

Agency	Funding
County	33.4%
Santa Paula	33.3%
Fillmore	33.3%
Total	100%

Future year local contribution shares must be recommended by HVTAC and set as part of the annual budget process by VCTC. In no event may an Agency be required to contribute funds in excess of its annual Transportation Development Act Local Transportation Funds apportionment.

Section 6: Administration

VCTC will act as the administrator of the VETS. The Agencies must reimburse VCTC for administrative services in the amount $130,000 of local funds for FY 2023-2024, escalating 3% each fiscal year, shared equally in thirds by each Agency ($43,333 per Agency for FY 2023-2024). Payment must be made to VCTC not later than September 1 to cover the costs of administration for the prior 12-month period. The responsibilities of VCTC with respect to the administration of these services are as follows:

- **Grant Funding:** As Designated Recipient and Grantee, prepare, submit, and obtain approval for federal transit funding.

- **National Transit Database Data Collection:** The FTA requires that transit operators collect and report on ridership, operating data and other system characteristics. VCTC will collect this data either by the Automated Passenger Counters (APC) component of the automatic vehicle location system, or by VCTC conducting ride checks on the buses in the FTA-prescribed manner. VCTC will collect and process the data and submit the information to FTA for review.

- **FTA Quarterly Reports:** VCTC, as the Designated Recipient, is responsible for submitting quarterly financial reports to FTA. VCTC must also prepare quarterly project status reports describing the activities which occurred during the preceding quarter, all financial transactions which occurred, including fare box and other revenue (donations, advertising if desired), all expenditures and the type of funds used, staff hours expended on activities, and projected activities for the following quarter.

- **Operating Costs:** VCTC will use fare revenues, including monthly pass receipts and any passenger contributions collected from specific establishments being served, to defray operating costs. Fare revenues will be compared to actual ridership counts on vehicles to assure accurate ridership assessment.

- **Payments to the Contractor:** VCTC is responsible for processing monthly payments to the Transit Operator. This involves reviewing the Transit Operator's bills for accuracy and electronic draw down of federal funds and payment to the Transit Operator.

- **Fare Box/Local Share/Pass Sales/Deposits/Reporting:** VCTC is responsible for collecting the local shares from the Agencies, collecting fare box revenues from the Transit Operator and depositing the funds into a revenue account.

- **Bus Schedules:** VCTC is responsible for coordinating schedules for fixed route transit services. Schedules must be updated as route and fare changes occur. Schedules may also be changed for special conditions, events and holidays.

- **Community Outreach/Public Awareness:** VCTC is responsible for providing ongoing public outreach for VETS with community agencies, organizations and schools to communicate the Service available. VCTC, in cooperation with the Agencies, will develop and produce promotional materials and media buys for print, radio, and TV, within adopted budgetary constraints.

- **Contractor Relations:** VCTC will maintain an awareness of the Transit Operator's staff, equipment, maintenance practices and safety training to assess the service and route. VCTC will monitor Transit Operator performance to ensure the requirements of the contract such as hours of service, days of operation, etc., are met. VCTC will obtain certificates of insurance. VCTC will inform the Transit Operator of special programs VETS offers. VCTC will handle all Transit Operator complaints and claims.

- **Customer Relations:** VCTC will respond to customer comments and complaints in a timely manner.

- **On-Board Survey(s):** Biennially, VCTC will conduct an on-board passenger survey in a manner approved by the Agencies. VCTC will conduct one additional on-board survey, if so requested by the Agencies.

- **Accounting:** VCTC will monitor and reconcile funds in the bank accounts and prepare monthly financial statements. VCTC will reconcile receipts from the Transit Operator and pass sales. VCTC will electronically draw down federal funds to combine with the correct local match to pay bills.

- **Audits:** VCTC will have the VETS service accounting records audited by an independent Certified Public Accountancy firm as part of the VCTC annual fiscal audit.

- **RFP/Contract Preparation:** For any future RFP for transit service, VCTC will, with assistance from HVTAC, prepare an RFP to solicit the Transit Operator and negotiate the contract. Any RFP committee established by VCTC for this purpose must include at least one Member of HVPAC. VCTC may not approve the contract unless and until HVPAC has reviewed the selection of the Transit Operator and the final terms of the contract and made a recommendation to VCTC to act on the contract.

- **Meetings of the HVPAC and HVTAC:** VCTC is responsible for preparing and distributing agendas and agenda items for meetings of HVPAC and HVTAC as needed.

Section 7: Term

The term of this Agreement begins on the Effective Date after the adoption of the Agreement by all four Parties and concludes at the later of: (1) the end of the term or (2) any extension of the term of the contract VCTC enters into with a Transit Operator to provide the Services as specified in Attachment A. VCTC's contract with the existing Transit Operator is set to expire on June 30, 2027; the contract also includes three 1-year options to extend. This Agreement may be extended by the written, mutual consent of all Parties.

Section 8: Withdrawal

Any Agency may withdraw from this Agreement by providing written notice to all Parties no later than January 1st before the beginning of the next fiscal year. Withdrawal will be effective on July 1st of the new fiscal year.

Any Agency that withdraws from this Agreement will remain liable for that Agency's share of both the funding under Section 5 of this Agreement, and the costs of administration under Section 6 of this Agreement (together, "Annual Cost Share"). Notwithstanding the foregoing, the Agency will not be liable for its Annual Cost Share beyond June 30, 2027.

Upon any Agency's withdrawal, HVPAC must revise all cost-sharing formulas in place at the time of the withdrawal to equitably reduce or reapportion the withdrawing Agency's contribution, net of any cost savings for reductions in activities, administration, or services, among the remaining Agencies.

This Agreement will automatically terminate upon the withdrawal of any two Agencies.

Section 9: Evaluation of Service

VCTC must provide the Agencies with quarterly reports about operations, as shown on Attachment B (incorporated here).

Section 10: Indemnification/ Required Contract

VCTC, as the Designated Recipient, must sign and monitor the contract for Services, after approval thereof by the Agencies.

Except as otherwise provided, each Party releases every other Party from all liability to itself, its officials, officers, employees, agents, and certified volunteers, for any claims, damage, or demands for personal injury, death, or property damage, arising from or related to this Agreement. It is expressly understood and agreed that the foregoing provisions of this Section will survive termination of this Agreement.

Each Party shall indemnify, protect, defend, and hold harmless each of the other Parties and their respective officers, employees, and agents, from all liability, claims, or damages arising out of, caused by, or resulting from, the indemnifying Party's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement. It is expressly understood and agreed that the foregoing provisions of this Section will survive termination of this Agreement.

Any contract for the Services must include all of the following requirements:

- *The Transit Operator must indemnify, protect, defend and hold harmless VCTC, its officers and employees from all liability, claims, or damages arising out of, caused by, or resulting from, the Transit Operator's performance of its obligations pursuant to this Agreement and such contract;*

- *The Transit Operator must indemnify, protect, defend and hold harmless each of the Agencies, its officers, agents and employees from all liability, costs, damages or expenses, including attorney's fees, arising out of or incurred in connection with the performance of the Services;*

- *The Transit Operator, at the Transit Operator's cost, expense, and risk, must defend any and all resulting actions, suits, or other legal proceedings brought or instituted against any or all of the Agencies arising out of the contract services;*

- *The Transit Operator must pay and satisfy any resulting judgments;*

- *The Transit Operator must provide to each of the Agencies insurance policies covering the Transit Operator's activities, including general liability and automobile liability with policy limits of not less than $2 million combined single limit for general coverage and $10 million combined single limit for automobile liability coverage.*

- *The Transit Operator must maintain worker's compensation insurance with limits as required by the State of California.*

- *Contractor's insurance must be with an insurer admitted by the State of California and rated :B+VII or better in Best's Insurance Guide.*

- *Each of Transit Operator's policies must be endorsed to include VCTC and each of the Agencies as additional insureds and must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.*

- *Prior to commencement of the Services, upon request, VCTC may obtain endorsements from the Transit Operator naming VCTC and each Agency as an additional insured.*

Section 11: Beneficiaries of Agreement

This Agreement is for the sole benefit of the Parties, and no individual, organization, group, firm, or other entity may have any claim for benefits under this Agreement.

Section 12: Changes to Agreement

Any changes to this Agreement must be approved in writing by each Party's governing board or that governing board's designee.

Section 13: Counterparts

This Agreement may be executed in one or more counterparts, each of which is deemed an original and will become effective and binding upon the Parties at such time as all the Parties have signed a counterpart of this Agreement. All counterparts so executed will constitute one Agreement binding all the Parties.

Section 14: Notices or Notification

Any notice required to be given in writing under this Agreement, or other notifications, must be given to the parties at the following addresses:

FILLMORE
City Manager
City of Fillmore
250 Central Ave
Fillmore CA 93015

SANTA PAULA
City Manager
City of Santa Paula
970 Ventura Street
P.O. Box 569
Santa Paula CA 93060

COUNTY OF VENTURA
Deputy Director of Public Works
Transportation Department
County of Ventura
800 S. Victoria Avenue
Ventura, CA 93009-1620

VENTURA COUNTY TRANSPORTATION COMMISSION
Executive Director
Ventura County Transportation Commission
751 East Daily Drive
Camarillo, CA 93010

Section 15: Miscellaneous Provisions

Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for each Party are solely that Party's employees; such persons are not entitled to any other Party's pension, civil service, or other status.

Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter herein, and all prior written and oral agreements regarding the subject matter herein are superseded by this Agreement.

Assignment. No Party may assign this Agreement or any interest herein. Any such attempted assignment will be void.

Governing Law. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Ventura County.

Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

Construction. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against any Party.

Authority/Modification. Each Party represents and warrants that it has taken all necessary action to authorize the undersigned to execute this Agreement on behalf of that Party and to engage in the actions described herein.

In witness whereof, the parties hereto have executed this Agreement on the dates stated below.

CITY OF FILLMORE **APPROVED AS TO FORM**

By: _____ _____ _____
Date City Attorney Date

ATTEST:

By:_____

CITY OF SANTA PAULA **APPROVED AS TO FORM**

By_____ _____ _____
Date City Attorney Date
ATTEST:

By:_____

COUNTY OF VENTURA **APPROVED AS TO FORM**

By_____ _____ _____
Date County Counsel Date
ATTEST:

By:_____

VENTURA COUNTY
TRANSPORTATION COMMISSION **APPROVED AS TO FORM**

By_____ _____ _____
Date Counsel Date

ATTEST:

By:_____

Attachment A

ROUTE AND SERVICE DESCRIPTION

The following is a general description of the Valley Express Transit Services city fixed route and area Dial-A-Ride Systems, and may be revised and/or adjusted during the fiscal year by agreement of the Agencies.

Fillmore, Santa Paula, and Unincorporated Valley Express Dial-A Ride services

General public dial-a-ride (DAR) service will be provided to the areas of the cities of Fillmore and Santa Paula and the unincorporated communities of Piru, Bardsdale, Rancho Sespe, and other unincorporated areas surrounding the cities.

Service times and intervals:

Weekdays, 5:45 AM to 7:45 PM, Saturdays & Sundays, 8:00 AM to 6:00 PM

Trip reservations can be made up to one week in advance and service is expected to occur within one hour of a call for service.

Service Boundaries

The general service boundaries for the DAR service, which may be adjusted from time to time, are as follows:

Fillmore DAR service: Fillmore city limits, Old Telegraph Road/Grand Avenue on the west, Grand Avenue/Bridge Street on the north; the communities of Piru and Rancho Sespe Housing Development to the east and the community of Bardsdale on the south.

Santa Paula DAR service: Santa Paula City limits and adjacent unincorporated areas including the Mupu and Briggs Schools to the west.

Existing Fares:

Regular Fares: $2.00

Seniors, disabled, Medicare card holders: $2.00

Passes: Daily ride and monthly passes will also be made available at a reduced proportional rate.

Fares include one transfer to regular fixed route service or VCTC Intercity 126 regional service.

Proposed Fares Following Implementation of Fixed Route Transit

Fares for the DAR service may be raised so people will be encouraged to ride the fixed route service: (Note: As proposed in the Valley Express Transit Study). In such a case, all Dial-A-Ride fares will be set at $2.50.

Fixed Route Transit Service

Existing Fares:

Fares for the fixed route will be set lower than DAR service so people will be encouraged to ride the fixed route service: (Note: As proposed in the Valley Express Transit Study)

Regular Fares: $1.25
Seniors, disabled, Medicare card holders: $.60
Dial-A-Ride and ADA fare: General public $2.00; ADA and Seniors (65 and older) $2.00)
Phase-in of the increased fares from existing fares, or a specified term promotional discount will be evaluated and recommended by the HVPAC with input from the HVTAC.
Passes: Daily ride and monthly passes will also be made available at a reduced proportional rate.
Fares include one transfer VCTC Intercity 126 regional service.

Fillmore Fixed Route

The Fillmore route will consist of a single vehicle on a 30-minute headway on a loop through Fillmore. Timed-transfers with VCTC Intercity 126 service will occur at the Fillmore Senior Center. The general service boundaries will be south on Santa Clara, west to "D" and "C" Streets, north to 4th and 5th street and east to Mountain View. Service will also include the High School and Middle School.

Comparable ADA service to the fixed route will also be provided.

With Congestion Mitigation Air Quality (CMAQ) funds secured by VCTC on behalf of VETS, service between Fillmore and Moorpark will be implemented in 2024. As a result, the Fillmore route may be modified in conjunction with this service.

Service hours will be Monday through Friday, 6:00 AM to 7:30 PM and on Saturday and Sunday from 7:00 AM to 6:00 PM.

Santa Paula Fixed Route

A fixed route bus service will be initiated in Santa Paula. The Santa Paula route will consist of two vehicles running on 30-minute headways on a loop through Santa Paula. Service to Briggs Rd. (Elementary School) will be provided during morning and afternoon peaks (adjusted to account for early release times). On call service will also be available to the hospital. Timed transfers with the VCTC Intercity 126 service will occur at the Santa Paula Transportation Center at City Hall. The general service boundaries will be south on Harvard Blvd, west at Peck Rd., north on Santa Paula Street, and, east on State Route 150 and North 12th Street.

Comparable ADA service to the fixed route will also be provided.

Long-term expansion will consider adding the area commercial and residential areas south of Highway 126 and the East Area 1 & 2 commercial and residential Gateway development.

Service hours will be Monday through Friday, 6:00 AM to 8:00 PM and on Saturday and Sunday from 8:00 AM to 5:30 PM.

Piru Fixed Route

Fixed route transit service to Piru will be provided along Highway 126 between Fillmore and Piru including a stop at Rancho Sespe. Service will run on an hour frequency.

Service hours will be Monday through Friday, 6:00 AM to 8:00 PM and on Saturday and Sunday from 8:00 AM to 5:40 PM.

Comparable ADA service to the fixed route will also be provided.

Attachment B

PERFORMANCE REPORTING

On a quarterly basis, VCTC will calculate and provide operating statistics and performance indicators for Weekday service, Weekend service, and for All Periods combined, for monthly, quarterly, and total year-to-date periods, to include:

- Fare box Revenues
- Fare box Recovery Ratio*
- Contractor Operating Costs
- Administration Costs
- Total Adjusted Operating Costs
- Total Ridership
- Total Operating Cost per Passenger
- Vehicle Service Hours
- Total Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Total Hours
- Vehicle Service Miles
- Passengers per Vehicle Service Mile
- Total Miles

* Fare box Recovery Ratios shown will be the adjusted ratio so that all transit systems may be compared equally. For all VCTC Transit contract services, this means that operating costs equal the sum of operating and maintenance costs contained in each contract, or, conversely, contract costs minus all capital costs.

FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT
VALLEY EXPRESS TRANSIT SERVICE

This First Amended and Restated Cooperative Agreement ("Agreement") is effective as of the 2nd day of March, 2023 ("Effective Date") by and between the City of Fillmore ("Fillmore"), a municipal corporation and general law city, the City of Santa Paula ("Santa Paula"), a municipal corporation and general law city, the County of Ventura ("County"), a subdivision of the state of California, and the Ventura County Transportation Commission ("VCTC"), a county transportation commission organized pursuant to Public Utilities Code § 130000, *et seq*., each of which is a Party and collectively Parties. Fillmore, Santa Paula, and the County are collectively referred to herein from time to time as the "Agencies" or singularly as an "Agency."

RECITALS

WHEREAS, on or about May 20, 2014, the Parties entered into a Cooperative Agreement pursuant to which VCTC agreed to administer transit service on behalf of the Agencies through a third-party contractor ("Cooperative Agreement"); and

WHEREAS, in furtherance of the Cooperative Agreement, after a competitive process, VCTC entered into a transit services agreement with MV Transportation, Inc. ("MV Transportation") to act as the Transit Operator which was to expire on March 1, 2023; and

WHEREAS, pursuant to Section 7 of the Cooperative Agreement, the Cooperative Agreement was to terminate upon the expiration of the prior transit services agreement with MV Transportation, on March 1, 2023; and

WHEREAS, VCTC issued a Request for Proposals ("RFP"), in coordination with the Agencies and in accordance with procedures set forth in Section 6 of the Cooperative Agreement, for a new Transit Operator on July 25, 2022 and pursuant to that RFP, again selected MV Transportation , and entered into a new contract with MV Transportation on the first day of January 2023, which expires on June 30, 2027, unless otherwise extended pursuant to three 1-year options to extend; and

WHEREAS, the Parties wish to continue cooperatively providing transit service administered by VCTC through a third-party contractor and desire to enter into this new Agreement to update the terms and conditions of the Parties' relationship to facilitate the continued provision of transit service as described herein; and.

WHEREAS, capitalized terms in this Agreement shall have the same meanings ascribed to them in the Cooperative Agreement unless otherwise defined herein.

NOW THEREFORE, the Parties agree that the foregoing Recitals are true and correct and the Parties further agree as follows:

Section 1: Purpose

The purpose of this Agreement is for the Agencies to continue cooperatively providing transit service within the service area outlined in Attachment A, attached hereto and incorporated herein, and for VCTC to continue administering such service.

Section 2: Name

The name of the service provided pursuant to this Agreement is the Valley Express Transit Service (VETS). VCTC will oversee and cause the services and operation set forth in Attachment A (the "Services") to be performed by a third-party contractor ("Transit Operator").

Section 3: Heritage Valley Policy Advisory Committee (HVPAC)

HVPAC will continue to be responsible for overseeing the operations of the VETS. Each Party will select one (1) person to act as a regular member of HVPAC ("Member"). VCTC's Member must be its Executive Director or his or her designee. Each Agency's Member must be a VCTC Commissioner and a member of that Agency's governing body. Each Party will also designate an alternate, who will serve as Member with full voting privileges in the absence of the regular Member. VCTC's alternate may be designated by its Executive Director. Santa Paula's and Fillmore's alternates must be their respective city managers. The County's alternate must be another Supervisor or its Public Works Agency Director. For all Agencies, if the primary and alternate Members are not available, the Agency's governing body must appoint a person to serve as Member. Except as otherwise provided in this Agreement, each Agency's Member will have one vote. VCTC's Member will have no vote. Except as otherwise provided, votes taken by the HVPAC will be advisory only; the Agencies are not bound by HVPAC decisions.

HVPAC is charged with reviewing the Services (as defined above); reviewing the Services budget; determining if any capital expenditures are required to support the Service; reviewing the transit services agreement; discussing methods of expanding or adjusting the Service to respond to the transit needs of the regions identified by the Parties; deciding other miscellaneous Service-related matters as determined by the Parties; and meeting as needed, but not less than once every quarter. The Parties understand and agree that the HVPAC must comply with all statutory and regulatory requirements of the Ralph M. Brown Act (Gov. Code, § 54950 et seq.).

A quorum consists of two voting representatives, and the HVPAC may take no action without a quorum. The Chairperson of HVPAC must be a Member from one of the Agencies and will rotate every two years amongst the three Agency Members.

HVPAC makes recommendations involving, without limitation, the following issues regarding the Service:

- Selection of the Transit Operator;
- Fare adjustments;
- Schedule revisions resulting in a change of more than 20% in daily service hours;
- Amendments or revisions to this Agreement;
- Annual budget; and
- Updates to the Services.

HVPAC must meet each year before April 1 to review and recommend to VCTC the Annual Budget and route plan for the following year, and each year before November 1 to receive the annual report and input from the HVTAC (as defined below) with respect to meeting targets for goals, objectives, and performance measurements. HVPAC sets policy for the Service to the maximum extent possible allowed by law or regulation. When formal action by the Agencies is required, HVPAC must make a recommendation to the Agencies. When formal action of VCTC is required, HVPAC must make a recommendation to VCTC.

In the event VCTC is required to take action as the public agency directly responsible for providing the Service and VCTC does not approve the recommendation of HVPAC, then HVPAC and the VCTC

Administrative Committee, consisting of the VCTC Chair, Vice-Chair, and Immediate Past Chair, must meet and confer in an effort to resolve differences in the recommended action. In the event that a member of the Administrative Committee is also a member of HVPAC, VCTC must designate a substitute member to participate in the meet-and-confer process on behalf of VCTC.

Section 4: Heritage Valley Technical Advisory Committee (HVTAC)

HVTAC consists of staff representatives from VCTC, the cities of Fillmore and Santa Paula, and the County. A member of the staff of the Transit Operator providing the Services must serve as ex-officio member of the HVTAC.

HVTAC advises VCTC on operational elements of the Service, including routes, schedules, and adjustments to the performance standards in the March 2013 Valley Express Transit Study Final Report (or any subsequent studies and/or reports), the annual budget, the annual report, and other service details, and make recommendations to the HVPAC. Minor modifications to Services plans, routes, and schedules are delegated to HVTAC.

Section 5: Funding

The Service is to be funded to the maximum extent practicable with federal transit funds, as approved by the VCTC and the Federal Transit Administration (FTA) with a local match as required by Federal Law. The required local match will be paid by the Agencies at least annually, not later than September 1, based on funding shares per jurisdiction as follows:

Agency	Funding
County	33.4%
Santa Paula	33.3%
Fillmore	33.3%
Total	100%

Future year local contribution shares must be recommended by HVTAC and set as part of the annual budget process by VCTC. In no event may an Agency be required to contribute funds in excess of its annual Transportation Development Act Local Transportation Funds apportionment.

Section 6: Administration

VCTC will act as the administrator of the VETS. The Agencies must reimburse VCTC for administrative services in the amount $130,000 of local funds for FY 2023-2024, escalating 3% each fiscal year, shared equally in thirds by each Agency ($43,333 per Agency for FY 2023-2024). Payment must be made to VCTC not later than September 1 to cover the costs of administration for the prior 12-month period. The responsibilities of VCTC with respect to the administration of these services are as follows:

- **Grant Funding:** As Designated Recipient and Grantee, prepare, submit, and obtain approval for federal transit funding.

- **National Transit Database Data Collection:** The FTA requires that transit operators collect and report on ridership, operating data and other system characteristics. VCTC will collect this data either by the Automated Passenger Counters (APC) component of the automatic vehicle location system, or by VCTC conducting ride checks on the buses in the FTA-prescribed manner. VCTC will collect and process the data and submit the information to FTA for review.

- **FTA Quarterly Reports:** VCTC, as the Designated Recipient, is responsible for submitting quarterly financial reports to FTA. VCTC must also prepare quarterly project status reports describing the activities which occurred during the preceding quarter, all financial transactions which occurred, including fare box and other revenue (donations, advertising if desired), all expenditures and the type of funds used, staff hours expended on activities, and projected activities for the following quarter.

- **Operating Costs:** VCTC will use fare revenues, including monthly pass receipts and any passenger contributions collected from specific establishments being served, to defray operating costs. Fare revenues will be compared to actual ridership counts on vehicles to assure accurate ridership assessment.

- **Payments to the Contractor:** VCTC is responsible for processing monthly payments to the Transit Operator. This involves reviewing the Transit Operator's bills for accuracy and electronic draw down of federal funds and payment to the Transit Operator.

- **Fare Box/Local Share/Pass Sales/Deposits/Reporting:** VCTC is responsible for collecting the local shares from the Agencies, collecting fare box revenues from the Transit Operator and depositing the funds into a revenue account.

- **Bus Schedules:** VCTC is responsible for coordinating schedules for fixed route transit services. Schedules must be updated as route and fare changes occur. Schedules may also be changed for special conditions, events and holidays.

- **Community Outreach/Public Awareness:** VCTC is responsible for providing ongoing public outreach for VETS with community agencies, organizations and schools to communicate the Service available. VCTC, in cooperation with the Agencies, will develop and produce promotional materials and media buys for print, radio, and TV, within adopted budgetary constraints.

- **Contractor Relations:** VCTC will maintain an awareness of the Transit Operator's staff, equipment, maintenance practices and safety training to assess the service and route. VCTC will monitor Transit Operator performance to ensure the requirements of the contract such as hours of service, days of operation, etc., are met. VCTC will obtain certificates of insurance. VCTC will inform the Transit Operator of special programs VETS offers. VCTC will handle all Transit Operator complaints and claims.

- **Customer Relations:** VCTC will respond to customer comments and complaints in a timely manner.

- **On-Board Survey(s):** Biennially, VCTC will conduct an on-board passenger survey in a manner approved by the Agencies. VCTC will conduct one additional on-board survey, if so requested by the Agencies.

- **Accounting:** VCTC will monitor and reconcile funds in the bank accounts and prepare monthly financial statements. VCTC will reconcile receipts from the Transit Operator and pass sales. VCTC will electronically draw down federal funds to combine with the correct local match to pay bills.

- **Audits:** VCTC will have the VETS service accounting records audited by an independent Certified Public Accountancy firm as part of the VCTC annual fiscal audit.

- **RFP/Contract Preparation:** For any future RFP for transit service, VCTC will, with assistance from HVTAC, prepare an RFP to solicit the Transit Operator and negotiate the contract. Any RFP committee established by VCTC for this purpose must include at least one Member of HVPAC. VCTC may not approve the contract unless and until HVPAC has reviewed the selection of the Transit Operator and the final terms of the contract and made a recommendation to VCTC to act on the contract.

- **Meetings of the HVPAC and HVTAC:** VCTC is responsible for preparing and distributing agendas and agenda items for meetings of HVPAC and HVTAC as needed.

Section 7: Term

The term of this Agreement begins on the Effective Date after the adoption of the Agreement by all four Parties and concludes at the later of: (1) the end of the term or (2) any extension of the term of the contract VCTC enters into with a Transit Operator to provide the Services as specified in Attachment A. VCTC's contract with the existing Transit Operator is set to expire on June 30, 2027; the contract also includes three 1-year options to extend. This Agreement may be extended by the written, mutual consent of all Parties.

Section 8: Withdrawal

Any Agency may withdraw from this Agreement by providing written notice to all Parties no later than January 1st before the beginning of the next fiscal year. Withdrawal will be effective on July 1st of the new fiscal year.

Any Agency that withdraws from this Agreement will remain liable for that Agency's share of both the funding under Section 5 of this Agreement, and the costs of administration under Section 6 of this Agreement (together, "Annual Cost Share"). Notwithstanding the foregoing, the Agency will not be liable for its Annual Cost Share beyond June 30, 2027.

Upon any Agency's withdrawal, HVPAC must revise all cost-sharing formulas in place at the time of the withdrawal to equitably reduce or reapportion the withdrawing Agency's contribution, net of any cost savings for reductions in activities, administration, or services, among the remaining Agencies.

This Agreement will automatically terminate upon the withdrawal of any two Agencies.

Section 9: Evaluation of Service

VCTC must provide the Agencies with quarterly reports about operations, as shown on Attachment B (incorporated here).

Section 10: Indemnification/ Required Contract

VCTC, as the Designated Recipient, must sign and monitor the contract for Services, after approval thereof by the Agencies.

Except as otherwise provided, each Party releases every other Party from all liability to itself, its officials, officers, employees, agents, and certified volunteers, for any claims, damage, or demands for personal injury, death, or property damage, arising from or related to this Agreement. It is expressly understood and agreed that the foregoing provisions of this Section will survive termination of this Agreement.

Each Party shall indemnify, protect, defend, and hold harmless each of the other Parties and their respective officers, employees, and agents, from all liability, claims, or damages arising out of, caused by, or resulting from, the indemnifying Party's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement. It is expressly understood and agreed that the foregoing provisions of this Section will survive termination of this Agreement.

Any contract for the Services must include all of the following requirements:

- *The Transit Operator must indemnify, protect, defend and hold harmless VCTC, its officers and employees from all liability, claims, or damages arising out of, caused by, or resulting from, the Transit Operator's performance of its obligations pursuant to this Agreement and such contract;*

- *The Transit Operator must indemnify, protect, defend and hold harmless each of the Agencies, its officers, agents and employees from all liability, costs, damages or expenses, including attorney's fees, arising out of or incurred in connection with the performance of the Services;*

- *The Transit Operator, at the Transit Operator's cost, expense, and risk, must defend any and all resulting actions, suits, or other legal proceedings brought or instituted against any or all of the Agencies arising out of the contract services;*

- *The Transit Operator must pay and satisfy any resulting judgments;*

- *The Transit Operator must provide to each of the Agencies insurance policies covering the Transit Operator's activities, including general liability and automobile liability with policy limits of not less than $2 million combined single limit for general coverage and $10 million combined single limit for automobile liability coverage.*

- *The Transit Operator must maintain worker's compensation insurance with limits as required by the State of California.*

- *Contractor's insurance must be with an insurer admitted by the State of California and rated :B+VII or better in Best's Insurance Guide.*

- *Each of Transit Operator's policies must be endorsed to include VCTC and each of the Agencies as additional insureds and must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.*

- *Prior to commencement of the Services, upon request, VCTC may obtain endorsements from the Transit Operator naming VCTC and each Agency as an additional insured.*

Section 11: Beneficiaries of Agreement

This Agreement is for the sole benefit of the Parties, and no individual, organization, group, firm, or other entity may have any claim for benefits under this Agreement.

Section 12: Changes to Agreement

Any changes to this Agreement must be approved in writing by each Party's governing board or that governing board's designee.

Section 13: Counterparts

This Agreement may be executed in one or more counterparts, each of which is deemed an original and will become effective and binding upon the Parties at such time as all the Parties have signed a counterpart of this Agreement. All counterparts so executed will constitute one Agreement binding all the Parties.

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City Manager
City of Fillmore
250 Central Ave
Fillmore CA 93015

SANTA PAULA
City Manager
City of Santa Paula
970 Ventura Street
P.O. Box 569
Santa Paula CA 93060

COUNTY OF VENTURA
Deputy Director of Public Works
Transportation Department
County of Ventura
800 S. Victoria Avenue
Ventura, CA 93009-1620

VENTURA COUNTY TRANSPORTATION COMMISSION
Executive Director
Ventura County Transportation Commission
751 East Daily Drive
Camarillo, CA 93010

Section 15: Miscellaneous Provisions

Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for each Party are solely that Party's employees; such persons are not entitled to any other Party's pension, civil service, or other status.

Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter herein, and all prior written and oral agreements regarding the subject matter herein are superseded by this Agreement.

Assignment. No Party may assign this Agreement or any interest herein. Any such attempted assignment will be void.

Governing Law. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Ventura County.

Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

Construction. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against any Party.

Authority/Modification. Each Party represents and warrants that it has taken all necessary action to authorize the undersigned to execute this Agreement on behalf of that Party and to engage in the actions described herein.

In witness whereof, the parties hereto have executed this Agreement on the dates stated below.

[Signatures on Next Page]

CITY OF FILLMORE **APPROVED AS TO FORM**

By: _____ _____ _____

Date: _____ City Attorney Date

ATTEST:

By:_____

CITY OF SANTA PAULA **APPROVED AS TO FORM**

By: _____
Andy Sobel, Mayor

By: _____
Monica Castillo, Interim City Attorney

Date: _____

Date: _____

ATTEST:

By:_____
Julie Latshaw, City Clerk

COUNTY OF VENTURA **APPROVED AS TO FORM**

By_____ _____ _____
Date County Counsel Date
ATTEST:

By:_____

VENTURA COUNTY TRANSPORTATION COMMISSION **APPROVED AS TO FORM**

By_____ _____ _____
Date Counsel Date

ATTEST:

By:_____

Attachment A

ROUTE AND SERVICE DESCRIPTION

The following is a general description of the Valley Express Transit Services city fixed route and area Dial-A-Ride Systems, and may be revised and/or adjusted during the fiscal year by agreement of the Agencies.

Fillmore, Santa Paula, and Unincorporated Valley Express Dial-A Ride services

General public dial-a-ride (DAR) service will be provided to the areas of the cities of Fillmore and Santa Paula and the unincorporated communities of Piru, Bardsdale, Rancho Sespe, and other unincorporated areas surrounding the cities.

Service times and intervals:

Weekdays, 5:45 AM to 7:45 PM, Saturdays & Sundays, 8:00 AM to 6:00 PM

Trip reservations can be made up to one week in advance and service is expected to occur within one hour of a call for service.

Service Boundaries

The general service boundaries for the DAR service, which may be adjusted from time to time, are as follows:

Fillmore DAR service: Fillmore city limits, Old Telegraph Road/Grand Avenue on the west, Grand Avenue/Bridge Street on the north; the communities of Piru and Rancho Sespe Housing Development to the east and the community of Bardsdale on the south.

Santa Paula DAR service: Santa Paula City limits and adjacent unincorporated areas including the Mupu and Briggs Schools to the west.

Existing Fares:

Regular Fares: $2.00

Seniors, disabled, Medicare card holders: $2.00

Passes: Daily ride and monthly passes will also be made available at a reduced proportional rate.

Fares include one transfer to regular fixed route service or VCTC Intercity 126 regional service.

Proposed Fares Following Implementation of Fixed Route Transit

Fares for the DAR service may be raised so people will be encouraged to ride the fixed route service: (Note: As proposed in the Valley Express Transit Study). In such a case, all Dial-A-Ride fares will be set at $2.50.

Fixed Route Transit Service

Existing Fares:

Fares for the fixed route will be set lower than DAR service so people will be encouraged to ride the fixed route service: (Note: As proposed in the Valley Express Transit Study)

Regular Fares: $1.25
Seniors, disabled, Medicare card holders: $.60
Dial-A-Ride and ADA fare: General public $2.00; ADA and Seniors (65 and older) $2.00)
Phase-in of the increased fares from existing fares, or a specified term promotional discount will be evaluated and recommended by the HVPAC with input from the HVTAC.
Passes: Daily ride and monthly passes will also be made available at a reduced proportional rate.
Fares include one transfer VCTC Intercity 126 regional service.

Fillmore Fixed Route

The Fillmore route will consist of a single vehicle on a 30-minute headway on a loop through Fillmore. Timed-transfers with VCTC Intercity 126 service will occur at the Fillmore Senior Center. The general service boundaries will be south on Santa Clara, west to "D" and "C" Streets, north to 4th and 5th street and east to Mountain View. Service will also include the High School and Middle School.

Comparable ADA service to the fixed route will also be provided.

With Congestion Mitigation Air Quality (CMAQ) funds secured by VCTC on behalf of VETS, service between Fillmore and Moorpark will be implemented in 2024. As a result, the Fillmore route may be modified in conjunction with this service.

Service hours will be Monday through Friday, 6:00 AM to 7:30 PM and on Saturday and Sunday from 7:00 AM to 6:00 PM.

Santa Paula Fixed Route

A fixed route bus service will be initiated in Santa Paula. The Santa Paula route will consist of two vehicles running on 30-minute headways on a loop through Santa Paula. Service to Briggs Rd. (Elementary School) will be provided during morning and afternoon peaks (adjusted to account for early release times). On call service will also be available to the hospital. Timed transfers with the VCTC Intercity 126 service will occur at the Santa Paula Transportation Center at City Hall. The general service boundaries will be south on Harvard Blvd, west at Peck Rd., north on Santa Paula Street, and, east on State Route 150 and North 12th Street.

Comparable ADA service to the fixed route will also be provided.

Long-term expansion will consider adding the area commercial and residential areas south of Highway 126 and the East Area 1 & 2 commercial and residential Gateway development.

Service hours will be Monday through Friday, 6:00 AM to 8:00 PM and on Saturday and Sunday from 8:00 AM to 5:30 PM.

Piru Fixed Route

Fixed route transit service to Piru will be provided along Highway 126 between Fillmore and Piru including a stop at Rancho Sespe. Service will run on an hour frequency.

Service hours will be Monday through Friday, 6:00 AM to 8:00 PM and on Saturday and Sunday from 8:00 AM to 5:40 PM.

Comparable ADA service to the fixed route will also be provided.

Attachment B

PERFORMANCE REPORTING

On a quarterly basis, VCTC will calculate and provide operating statistics and performance indicators for Weekday service, Weekend service, and for All Periods combined, for monthly, quarterly, and total year-to-date periods, to include:

- Fare box Revenues
- Fare box Recovery Ratio*
- Contractor Operating Costs
- Administration Costs
- Total Adjusted Operating Costs
- Total Ridership
- Total Operating Cost per Passenger
- Vehicle Service Hours
- Total Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Total Hours
- Vehicle Service Miles
- Passengers per Vehicle Service Mile
- Total Miles

* Fare box Recovery Ratios shown will be the adjusted ratio so that all transit systems may be compared equally. For all VCTC Transit contract services, this means that operating costs equal the sum of operating and maintenance costs contained in each contract, or, conversely, contract costs minus all capital costs.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: WATER RECYCLING FACILITY POLYMER SUPPLY AGREEMENT

Date: June 21, 2023

Agenda Item: 10.L

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a 3-year contract with Polydyne Inc. for the supply and delivery of polymer for the Santa Paula Water Recycling Facility.

BACKGROUND:

The Santa Paula Water Recycling Facility (WRF) entered service in 2010 and has been in continuous service since. Part of the treatment process involves using polymer to assist in dewatering sludge from the membrane biofilter prior to disposing of the biosolids per the requirements set forth in 40 CFR Part 503 and the National Pollutant Discharge Elimination System (NPDES) Permit.

ANALYSIS:

The amount of polymer used at the plant varies depending on flow rate and water quality, but typically is around 75,000 lbs per year. To ensure compliance with regulations, the polymer must be suitable for land-applied sludge regulated under 40 CFR Part 503 and meet all applicable requirements related to biosolids disposal. The current polymer in use is Clarifloc WE-1742 by Polydyne, which has demonstrated satisfactory performance.

City staff advertised a request for proposals for polymer supply and delivery on May 10, 2023. One proposal was received and opened on May 31, 2023, and the results are as follows:

Polydyne is proposing a price of $1.8944 per pound of polymer, approximately $26,143 per delivery (six 2,300 lb totes, which occurs every 1-2 months depending on usage). Currently the City pays $1.8487 per pound of polymer, or $25,512 per delivery.

City staff have verified that Polydyne Inc. is in good standing with the state, allowing them to conduct business in California. This verification ensures the contractor's credibility and compliance with necessary legal requirements. Staff has also contacted the references supplied by Polydyne and received positive references in all cases.

Staff finds the contract prices submitted by Polydyne Inc. is an acceptable price that is

responsive and meets the requirements of the request for proposals.

STRATEGIC PLAN:

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 wastewater collections and treatment for City residents and businesses.

FISCAL IMPACTS:

This project will be funded from the Sewer Enterprise Fund's Operations and Maintenance budget.

Fund	CIP Project	Account Number
Sewer Enterprise	Water Recycling Facility-Operations and Maintenance	610-5-5063-228

Item	Annual Water Recycling Facility Polymer Procurement
Disposal Contract Annually	$201,000
10% Contingency	$20,100
Total =	$221,100

OPTIONS:

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

1. Do not authorize the City Manager to execute a polymer procurement Contract with Poldyne for services at the Water Recycling Facility. This will halt plant operations and place the City out of compliance with its NPDES permit.

ATTACHMENTS:

EXHIBIT A - Water Recycling Facility Polymer Supply Agreement.pdf

EXHIBIT A

Water Recycling Facility Polymer Supply Agreement

CITY OF SANTA PAULA
SUPPLY AGREEMENT WITH
POLYDYNE INC.

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 21ST day of June, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Polydyne, Inc., a Georgia corporation, with its principal place of business at 1 Chemical Plant Road, Riceboro, GA 31323 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant is a wholly owned subsidiary of SNF Holding Company and is responsible for the direct marketing of products, equipment, applications expertise, and related services to the municipal potable water and wastewater markets in the United States.

Consultant desires to perform and assume responsibility for the provision of certain supplies required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in supplying and delivering polymer to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to supply and deliver polymer to City for the maintenance and operation of the City's Water Recycling Facility ("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 polymer 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 June 21, 2023 to June 20, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates, if any, set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Twenty One Thousand One Hundred dollars and no cents ($221,100.00) annually for a total of Six Hundred Sixty Three Thousand Three Hundred Dollars and no cents ($**663,300.00**) for the three-year agreement without written approval of the City Council or City Manager, as applicable. This is contingent on future year's budget. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of 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: Caesar Querol, Technical Sales Representative and Rawlin Castro, Regional Sales Manager.

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

3.3.6 Consultant's Representative. Consultant hereby designates Caesar Querol, Technical Sales Representative and Rawlin Castro, Regional Sales Manager, 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 equate 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 of the Agreement ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones 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 Partyshall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation

of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

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

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

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

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

reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

3.3.11.12 Insurance for Subconsultants. Consultant shall include allsubconsultants 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:	Polydyne, Inc. 1 Chemical Plan Road Riceboro, GA 31323
City:	City of Santa Paula 970 Ventura Street Santa Paula, CA 93060 ATTN: Clete Saunier, Public Works Director

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in

the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

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.

[Signatures on next page]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND

POLYDYNE, 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

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

POLYDYNE, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SERVICES
AND
COMPENSATION

[Attached behind]

SNF
WATER SCIENCE

polydyneinc.com

TABULATIONS FOR BID

To: City of Santa Paula **State:** CA

From: Polydyne Inc. **Fax No.** (912) 880-2078

Opened: 5/31/23

Subject: Supply and Delivery of Treatment Plant Bulk Chemical

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. If possible, please email these tabulations to bids@polydyneinc.com or fax to the below-referenced number.

Awarded: YES/NO (circle one)
If YES, indicate awarded vendor with an *
If NO, indicate expected date of award.

Participants	Product Code	Price/Lb.
Polydyne Inc.	CLARIFLOC WE-1742	$1.75/Lb. + 8.25% tax = $1.8944/Lb.

Thank you for your assistance.

Sincerely,

Tatiana R. Eversley Kelso, MPH
Bid Specialist

Database ID: 123-150

SNF
WATER SCIENCE

polydyneinc.com

May 22, 2023

Clete J. Saunier,
Public Works Director
City of Santa Paula Public Works
860 East Main Street
Santa Paula, CA 93060

Subject: Polymer Supply for Santa Paula Recycling Facility

Dear Mr. Saunier,

Polydyne Inc. is a wholly owned subsidiary of SNF Holding Company. Polydyne Inc. is the largest supplier of water-soluble polymers to the municipal market in the United States. Since our incorporation in 1995, we have established ourselves to be a leader within the water and wastewater treatment industry. Currently, Polydyne Inc. supplies over 2,000 municipalities across the United States.

We are a fully integrated manufacturing company and produce several of the key raw materials required to create our products. Polydyne manufactures approximately 170,000 dry tons of emulsion per year and has a storage capacity of approximately 70,000 dry tons, more than any other domestic supplier. Polydyne Inc. is the only supplier that offers a full range of polymers including powders, emulsion, coagulants, and solutions. CLARIFLOC WE-1742 is manufactured in our Riceboro, Georgia facility and shipped to our Los Angeles warehouse where it is housed.

Polydyne Inc. employs the most extensive network of experts in the municipal water treatment industry to provide Polydyne's customers with unparalleled customer support. The strength of our network of technical experts is secured by 27 strategically located professionals that are available 24/7.

Caesar Querol, Technical Sales Representative, and Rawlin Castro, Regional Sales Manager, are the designated 24/7 technical support representatives for the City of Santa Paula. Their contact information is provided below.

Caesar Querol	Phone: (619) 669-8477	Email: cquerol@polydyneinc.com
Rawlin Castro	Phone: (415) 218-6089	Email: rcastro@polydyneinc.com

Polydyne Inc. is confident in its ability to fully comply with the requirements outlined within this Request for Proposals for Polymer Supply for Santa Paula Water Recycling Facility for the City of Santa Paula, California.

Boyd Stanley
Sr. Vice-President
Polydyne Inc.

Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

Please see attached 'Exhibit F - Cost Proposal' missing from bid packet.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Exhibit F - Cost Proposal [pdf]	137 Kb	05/22/2023 03:15 PM EDT	English

Form F: Cost Proposal

COST PROPOSAL SCHEDULE
[MUST BE SUBMITTED WITH BID]

Estimated annual usage is approximately 75,000 pounds per year, but varies based on flow rate and water quality. This is not a guaranteed quantity and is subject to change based on the facility's operating conditions. Orders will be on an as-needed basis.

Cost of polymer per pound: $ 1.75 CLARIFLOC WE-1742

Cost of delivery to Santa Paula Water Recycling Facility (per pound), including hauling, shipping, onsite handling, taxes, and any additional fees: $ $0.1444(tax), shipping and etc. are included in the cost

NOTE: Faxed costs are not acceptable. It shall be understood that the costs will be factored into a total for comparison.

TOTAL BID AMOUNT (PER POUND): $ 1.8944 CLARIFLOC WE-1742
(1.75/Lb. + 8.25% tax)

BY: Boyd Stanley DATE: May 22,2023
SIGNATURE

TITLE: Senior Vice-President

BY: Mark Schlag DATE: May 22, 2023
SIGNATURE

TITLE: Vice-President, Assistant-Secretary

COMPANY NAME: POLYDYNE INC.

NOTE: Two (2) signatures required for corporations.

CITY OF SANTA PAULA

REQUEST FOR PROPOSALS

Polymer Supply for Santa Paula Water Recycling Facility

Public Works Department

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I. NOTICE TO PROPOSERS

A. Summary

The City of Santa Paula Public Works Department is soliciting proposals from qualified vendors for a three (3) year contract for supply of sludge concentrating polymer with an option to extend the contract for an additional year. Vendors submitting proposals are required to read this Request for Proposals (RFP) in its entirety and follow the instructions contained herein.

B. Schedule/Deadlines

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals:

Issue Date: May 10, 2023
Questions Due Date: May 19, 2023
Answers Posted Date: May 23, 2023
Due Date: May 31, 2023. 3:00 PM PDT

C. Submitting the Proposal

Submit all required documentation in separate, sealed envelopes. Each envelope should be clearly marked as to the contents. Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version. Please submit the following forms.

A. Signature Affidavit: Three Copies
B. Receipt of Forms and Checklist
C. Vendor Profile and Qualifications
D. Copies of References: Three Copies
E. Insurance and Indemnification: Three copies
F. Cost Proposal: Three Copies
Section III Required Information: Three Copies

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through E to City of Santa Paula Clerk's Office by May 31, 2023, 3:00 PM PDT.

All proposals shall be clearly labeled:

Proposer's Name and Address
Request for Proposal (RFP)
Title: Polymer Supply
Contract Services Due: May 31, 2023, 3:00 PM PDT

All email correspondence shall include RFP title in the subject line.

Deliver hard copies to: City of Santa Paula Clerk's Office 970 Ventura Street Santa Paula, CA 93060.

Proposals shall be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification. Please note that when mailing your response via a third-party delivery service, the outside of the packaging shall be clearly marked with the RFP name. This ensures that the bid shall be delivered to the correct purchasing agent without having to open the bid.

D. Contact Information

The City of Santa Paula Public Works is the procuring agency:

Clete J. Saunier, Public Works Director
City of Santa Paula Public Works
860 East Main Street
Santa Paula, CA 93060
Phone: (805 525-7870 x314
csaunier@spcity.org

Questions regarding this proposal shall be sent to the City's Representative Engineer, Becca Bugielski, bbugielski@mknassociates.us.

E. Inquiries, Clarification & Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the City and request clarification.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Santa Paula reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

F. Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations and inspect the City's Water Recycling Facility (WRF). Such presentations, meetings or site visits will be at the proposer's expense.
At the Proposers' discretion and expense, the Proposer may visit the site and perform any desired testing to assist polymer selection. Coordinate site visit with the Chief Plant Operator, Pete Chartier at 805.207.1495.

G. Acceptance/Rejection/Withdrawal of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

H. Terms of Contract

1. Term of Contract – The term of the contract shall be for fiscal years 2023, 2024, and 2025 to commence on Notice to Proceed Date, ending on June 30, 2026.
2. Option to Extend – The City of Santa Paula reserves the right to extend the contract for one (1) year, upon the same or more favorable terms and conditions, and under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (escalated or deescalated) based upon the average annual change in the Consumer Price Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items"). The CPI-U value is published by the BLS at its website: http://www.bls.gov/cpi/news.htm

   The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price.

   The City of Santa Paula reserves the right to discontinue the contract's remaining option year and may elect to re-advertise the contract in whole or in part when changes in prices are not mutually acceptable between the contractor and the City.

   Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract.

4. Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

I. Cancellation/Termination of Contract

The City of Santa Paula may terminate the contract at any time at its sole discretion by delivering ten (10) days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 30 days prior to said termination.

J. Evaluation Process and Scoring

The RFP will be reviewed by the Evaluation Panel. A staff member, as determined by the Public Works Director, will oversee the evaluation process to ensure fairness within the process.

Each proposal will be evaluated as described below and assigned an overall score ranking.

Major Criteria Categories	Point Weight
Qualifications	50
Cost	50
TOTAL	100

K. Insurance and Indemnification Requirements

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Form E for requirements.

II. SCOPE OF WORK

A. Project

The City of Santa Paula (City) is seeking proposals to provide polymer for use in dewatering sludge from the existing membrane biofilter at the Santa Paula Water Recycling Facility. The sludge is dewatered in a Huber screw press. The term of the contract shall be for 2023 through 2026 with option for renewal for an additional (1) year. Accepted contract price shall remain in effect until project is completed.

B. Scope of Services

a. Contracted firm shall be properly licensed by the State of California.
b. Contracted firm shall provide the City a minimum of three (3) references with contact name(s), phone number(s) and years where the proposed polymer has been used in the State of California. Contact name shall be person(s) who has direct knowledge of the Contractors performance.
c. Polymer shall be suitable for use in land-applied sludge regulated under 40 CFR Part 5 and shall meet all applicable requirements set forth related to Biosolids disposal.
d. Polymer shall be supplied in liquid (emulsion) form in 2300 gallon IBC totes.
e. While polymer use varies depending on flow rate and water quality, historical polymer consumption has been about 75,000 pounds per year.
f. The polymer currently in use is Clarifloc WE-1742 by Polydyne, which provides acceptable performance.
g. Contracted firm shall perform a site visit to demonstrate performance of the selected polymer. The selected polymer shall provide a minimum solids content of 15% in the dried sludge using the existing dewatering equipment. If the solids content does not equal or exceed 15%, an alternative polymer shall be provided at no additional cost to the City, until a polymer is provided that will provide the required solids concentration.
h. Contracted firm shall provide local warehousing sufficient to supply polymer on demand with no more than 3 days delay from order placement to delivery.
i. If the Contractor fails to perform its obligations, the City may terminate this contract upon ten (10) days written notice.

C. Cost and Payment

The Contractor shall invoice the City within thirty (30) days after work has been completed. The City shall make payment within net thirty (30) days of receipt of invoice.

III. REQUIRED INFORMATION

A. Proposal Format

Proposals received not following the format specifications will forfeit points, and may be disqualified and considered non-responsive at the City's discretion.

All proposals submitted in response to this request should include the following headings to assist evaluation. The proposal shall be concise, well organized and demonstrate the responder's qualifications and experience applicable to the Project. Three copies shall be submitted with the RFP.

B. Cover Letter

Provide a cover letter summarizing your proposal including a brief summary of your capabilities to deliver the services requested in a timely fashion and of the firm's experience in this type of work. Your proposal must be signed.

C. Basic Qualifications of the Firm

Provide basic data relative to the firm's size, history, personnel, equipment, and expertise in the service being requested. Include name, title, address, and telephone number of person to contact concerning the proposal.

D. Experience and Technical Competence

Provide a list of at least five past or ongoing projects that demonstrate successful and satisfactory completion of work of comparable size for which the proposed team provided similar services as those required by this RFP over the past 10 years. Include a brief description of the project, date initiated, date completed, cost, name of owner, and owner's project manager with phone number.

E. Proposed Method to Accomplish the Work

Discuss approach to items identified in the Scope of Services. Include discussion on approach to maintain budget, and schedule.

F. Knowledge and Understanding of Biosolids Regulations and Laws

Describe the firm's knowledge and understanding of Biosolids disposal regulations. Legal requirements include, but are not limited to; Federal, State, County and local laws, statutes, codes, regulations, ordinances, and rules.

G. Project Organization and Key Personnel

Describe proposed project organization, including identification and responsibilities of key personnel. Key personnel identified in the proposal shall not be removed and/or substituted by the Contractor or subcontractor unless said named key personnel leave the employment of the Contractor or subcontractor. Indicate role and responsibilities of Contractor and all subcontractors.
Identify current commitments, availability and location of all key personnel included in the proposal.

IV. FORMS

Form A: Signature Affidavit

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, herby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the attached Proposal and pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

POLYDYNE INC.

COMPANY NAME

SIGNATURE

May 22, 2023

DATE

Boyd Stanley, Sr. Vice-President

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit	WBS	WBS
Form B: Receipt of Forms and Submittal Checklist	WBS	WBS
Form C: Vendor Profile	WBS	WBS
Form D: References	WBS	WBS
Form E: Insurance Requirements	WBS	WBS
Form F: Fee Proposal	WBS	WBS

POLYDYNE INC.
VENDOR NAME

Form C: Vendor Profile/Qualifications

This form must be returned with your response.

COMPANY INFORMATION

Company Name (Make sure to use your complete, legal company name.) POLYDYNE INC.			
FEIN (If FEIN is not applicable, SSN collected upon award.) 34-1810283			
Contact Name (Able to answer questions about proposal.) Boyd Stanley		Title Sr. Vice-President	
Telephone Number (800) 848-7659 Option 2		Fax Number (912)880-2078	
Email bids@polydyneinc.com			
Address One Chemical Plant Road	City Riceboro	State GA	Zip 31323

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

Contact Alex Smiley, Purchases Reginald Lee, Billing		Title Customer Service Credit Manager	
Telephone Number (800) 848-7659 Alex, ext. 8731 Reginald, ext. 2056		Fax Number (912) 880-2078	
Email asmiley@snf.com rlee@snf.com			
Address One Chemical Plant Road	City Riceboro	State GA	Zip 31323

LICENSES AND PROFESSIONAL REGISTRATION

List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you will be required to provide a copy of such license/registration before work can begin.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if applicable)	License/Registration Expiration Date
***Please see POLYDYNE INC. "General Information" sheet**			

Polydyne Inc.
General Information

Federal Identification No.	34-1810283
State of Incorporation:	Delaware
Date of Incorporation:	August 21, 1995
Administrative Offices:	P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323
Payment Address:	P.O. Box 404642 Atlanta, GA 30384-4642

Board of Directors

John Pittman

Officers

President	John Pittman
Secretary	Christopher Gannon
VP-Finance, CFO, Treasurer & Assistant Secretary	Mark Schlag
Senior Vice President	Boyd Stanley
Vice President	Ken Luke

*Authorized Signers-Non Officers

Bobby Wise	Controller

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.

Rev. 11/2022

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J, Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further
>
> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further
>
> RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further
>
> RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.

Christopher J. Gannon, Secretary

POLYDYNE INC CORPORATE SEAL 1995 DELAWARE

(SEAL)

I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.

Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 5/3/2023

PRIOR WORK

Has your organization ever performed work for the City of Santa Paula? (Yes) No
If yes, please specify scope of work:

We are the current supplier of CLARIFLOC WE-1742 for the City of Santa Paula.

WORK EXPERIENCE

Project	Location	Type of Service	Total Amount of Contract	Completion Date	Name/Phone of Owner or Other References
Chemicals for Water and Wastewater Treatment	San Luis Obispo, CA	Manufacturing and delivery of water and wastewater polymer	$85,000	01/01/2018 - 12/31/23	Daniel Clancy (805) 781-7510
Purchase of CLARIFLOC WE-2043 for the City of Simi Valley's Water Quality Control Plant	Simi Valley, CA	Manufacturing and delivery of water and wastewater polymer	$135,000	01/01/2021 - 06/30/2024	Art Fishel, (805) 583-6700
#B-130000158b Chemical Products	Ventura, CA	Manufacturing and delivery of water and wastewater polymer	$150,000	07/01/2021 - 06/30/23	Melissa Lorenzon, (805) 654-3750
Furnish and Deliver Cationic Emulsion Polymer	Los Angeles County Joint, CA	Manufacturing and delivery of water and wastewater polymer	$9,000,000	11/01/2015 - 10/31/2023	Joseph Chang, 626-300-2346
Manufacturing and delivery of water and wastewater polymer	Santa Paula, CA	Manufacturing and delivery of water and wastewater polymer	$150,000	01/01/2021 - 06/30/2023	Dan Nash, (805) 207-2236
Annual Agreement Liquid Alum & Coagulant Aid Polymer Chemical	Anaheim, CA	Manufacturing and delivery of water and wastewater polymer	$30,000	06/01/2021 - 05/31/2024	Angelo Heidt, Buyer II aheidt@anaheim.net
RFQ No.2923 Multi-Year Requirements for Water Treatment Polymers	Lompoc, CA	Manufacturing and delivery of water and wastewater polymer	$25,000	09/01/2019 - 11/31/2023	Theresa Hernandez, (805) 735-7628
Manufacturing and delivery of water and wastewater polymer	San Bernardino County, CA	Manufacturing and delivery of water and wastewater polymer	$1,000	07/01/22 - 06/30/23	Allen Harralson, (909) 453-6224

KEY PROJECT PERSONNEL INFORMATION

Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years of Experience	Education (Degrees, Certificates)	Other Relevant Experience and/or Qualifications
Caesar Querol Technical Sales Representative	providing chemical solutions to municipal water and wastewater treatment plants	26+ Years	BS in Chemical Engineering	Expert in polymer chemistry insures effective selection of alternative products to match seasonal water characteristic variations
Rawlin Castro Regional Sales Manager	manages a six-person technical sales staff located on the west coast.	34+ Years	BS in Chemical Engineering	Expert in polymer chemistry insures effective selection of alternative products to match seasonal water characteristic variations

JUDGEMENTS AND CLAIMS

Are there any judgements, claims or suits pending our outstanding against you or your organization?
Yes (No)

If yes, please explain:

DISPUTES REGARDING LIENS

Has any owner or higher-tier contractor with whom you r business has had a contract ever disputed a claim of lien filed by you or your organization? Yes (No)

If yes, please explain:

LEGAL INFRACTIONS

Have you or your organization been cited and/or fined for failure to comply with federal or state regulations and/or statues in the past two years? Yes (No)

If yes, please explain:

Form D: References

This form must be returned with your response.

Reference # 1 – Client Information			
Company Name Eastern Municipal Water District			
Contact Name Jamel King			
Address 42565 Avenida Alvarado	City Temecula	State CA	Zip 92590
Telephone Number (951) 928-3777	Fax Number		
Email kingj@emwd.org			
Contract Period Current through 4/4/2027	Year Completed	Total Cost $300,000/Year	
Description of the Performed Work Supply and delivery of wastewater treating polymer			

Reference # 2 – Client Information			
Company Name Los Angeles County S.D.			
Contact Name Cecilia Dominguez			
Address 24501 South Figueroa Street	City Carson	State CA	Zip 90745
Telephone Number (310) 830-2400 ext. 5252	Fax Number		
Email ceciliadominguez@lacsd.org			
Contract Period 3/5/2018 through Current	Year Completed	Total Cost $4,000,000/Year	
Description of the Performed Work Supply and delivery of wastewater treating polymer			

Reference # 3 – Client Information

Company Name Silicon Valley Clean Water			
Contact Name Monte Hamamoto			
Address 1400 Radio Road,	City Redwood City	State CA	Zip 94065
Telephone Number (650) 832-6266	Fax Number		
Email mhamamoto@svcw.org			
Contract Period 7/1/2022 through Current	Year Completed	Total Cost $640,000/Year	
Description of the Performed Work Supply and delivery of wastewater treating polymer			

Form E: Insurance Requirements

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH BID]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance shall be deemed "primary" such that any other insurance that may be carried by the City shall be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer shall provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and shall comply with these insurance requirements if it is selected as the City's bidder. Failure to return this form may render the bidder's bid as non-responsive.

May 22, 2023
Date

Boyd Stanley, Sr.
Vice-President
Bidder

POLYDYNE INC.
Name of the Company

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

CERTIFICATE OF REGISTRATION - USE TAX

ACCOUNT NUMBER

2/1/1996 SC OHB 99856313

POLYDYNE INC
ONE GATEHILL DRIVE
PARSIPPANY, NJ 07054

is registered with the State Board of Equalization and is authorized to collect State and local use taxes required to be collected under parts 1 and 1.5 of the California Revenue and Taxation Code, and to furnish receipts therefor. Further, the same authority extends to sellers, with respect to collection of transit district use taxes under part 1.6 of the California Revenue and Taxation Code, who are engaged in business in a transit district imposing transit district use taxes, or who, if not engaged in business in a transit district, have been authorized to collect transit district use taxes.

BT-442-U-LZ REV. 7 (6-95)

NOTICE TO TAXPAYERS

INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 requires this agency to provide the following notice to individual taxpayers who are asked by the State Board of Equalization to supply information:

The principal purpose for which the requested information will be used is to administer the California Sales and Use Tax Laws, Special Taxes Laws, or Timber Yield Tax Laws. This includes the determination and collection of the correct amount of tax.

As an individual taxpayer, you have the right of access to personal information about you in records maintained by the Board of Equalization. Please contact your local Board office listed in the white pages for assistance. If the local Board office is unable to provide the information sought, you may also contact the Registration Unit in Sacramento at **(916) 324-2387.**

The Board officials responsible for maintaining this information are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814, telephone (916) 445-1441; Excise Tax, Fuel Tax and Environmental Fee Tax, Deputy Director, Special Taxes and Operations Department, 450 N Street, MIC:31, Sacramento, CA 95814, telephone (916) 445-9356; Timber Yield Tax, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814, telephone (916) 445-1516. If the Deputy Director is unable to provide the information sought, you may also contact the Information Security Office in Sacramento, telephone (916) 324-1627.

The California Revenue and Taxation Code, Parts 1, 1.5 and 1.6 (State Sales and Use Tax), 2 (Motor Vehicle Fuel Tax), 3 (Use Fuel Tax), 7 (Tax on Insurers), 13 (Cigarette and Tobacco Products Tax), 14 (Alcoholic Beverage Tax), 18.5 (Timber Yield Tax), 19 (Energy Resources Surcharge), 20 (Emergency Telephone Users Surcharge), 22 (Hazardous Substances Tax Law), 23 (Solid Waste Disposal Site Cleanup and Maintenance Fee Law), 24 (Oil Spill Response, Prevention and Administration Fees), and 26 (Underground Storage Tanks Maintenance Fee Law), and Part 31 (Diesel Fuel Tax); Government Code, Title 7.3, Chapter 6 (Tire Recycling Fee); Public Resources Code, Div. 30, Part 7, Chapter 4 (Oil Recycling Fee); Health and Safety Code, Div. 1, Part 1, Chapter 2, Article 4.6 (Childhood Lead Poisoning Prevention Fee); and Chapter 1 of the Public Utilities Code (Hazardous Spill Prevention Fee) require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization.

It is mandatory that you furnish all of the required information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Pursuant to California law, the information appearing on the face of any permit or license issued by the Board is a public record. Information you furnish to this agency may be used for the purpose of collecting any outstanding tax liability and may be given to federal, state, and local government agencies as authorized by law.

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	POLYDYNE INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS SNF POLYDYNE INC.
File Number:	C2448100
Registration Date:	09/25/2002
Entity Type:	FOREIGN STOCK CORPORATION
Jurisdiction:	DELAWARE
Status:	ACTIVE (GOOD STANDING)

As of March 9, 2022 (Certification Date), the entity is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 10, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: R92JKJA

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

SNF WATER SCIENCE

POLYDYNE

PRODUCT BULLETIN

CLARIFLOC WE-1742 POLYMER

PRINCIPAL USES

CLARIFLOC WE-1742 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarifica-tion, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.4 - 8.6 lbs/gal
Cationicity	80 %
Active Polyacrylamide Min.	41 %
Freezing Point	7 F. (-14 C.)

PREPARATION AND FEEDING

CLARIFLOC WE-1742 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	44.5 - 52 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	3.0 - 4.0 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC WE-1742, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC WE-1742 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procure-ment, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC WE-1742 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name:	**CLARIFLOC™ WE-1742**
Type of product:	Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses:	Processing aid for industrial applications.
Uses advised against:	None.

1.3. Details of the supplier of the safety data sheet

Company:	POLYDYNE INC 1 Chemical Plant Road PO BOX 279 Riceboro, GA 31323
Telephone:	1-800-848-7659
Telefax:	(912)-884-8770
E-mail address:	-

1.4. Emergency telephone number

24-hour emergency number:	1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm^2/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity: Based on available data, product is not expected to be toxic for reproduction.
Two-Generation Reproduction Toxicity (OECD 416)
- NOAEL/rat > 250 mg/kg/day
Prenatal Development Toxicity Study (OECD 414)
- NOAEL/Maternal toxicity/rat > 50 mg/kg/day
- NOAEL/Developmental toxicity/rat > 50 mg/kg/day

STOT - Single exposure: No known effects.

STOT - Repeated exposure: Based on available data, product is not expected to demonstrate chronic toxic effects.
NOAEL/oral/rat/600 days = 50 mg/kg/day

Aspiration hazard: No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish: LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)

Acute toxicity to invertebrates: EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)

Acute toxicity to algae: Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

Chronic toxicity to fish: No data available.

Chronic toxicity to invertebrates: No data available.

Toxicity to microorganisms: No data available.

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish: LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)

Acute toxicity to invertebrates: EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)

Acute toxicity to algae: IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish: NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days > 1000 mg/L

Toxicity to microorganisms: EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish: LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)

Acute toxicity to invertebrates: EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)

Acute toxicity to algae: IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)

Chronic toxicity to fish: No data available.

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)

Toxicity to microorganisms: EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation: Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.

Hydrolysis: At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

Photolysis: No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0

HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANT MCINTYRE AND ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES

Date: June 21, 2023

Agenda Item: 10.M

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a second amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, extending the term through the end of fiscal year 2023/2024, from September 16, 2022 through June 30, 2024, and increasing the not-to-exceed amount to $96,000 + New Contract Amount.

BACKGROUND:

Over the past year and a half, staff has worked closely with Merchant McIntyre and Associates (MMA) to represent the City of Santa Paula to respective government agencies in Sacramento, CA and Washington D.C. MMA's services have included legislative monitoring and analysis, state and federal advocacy, and grant coordination and advocacy. MMA also provides monitoring of executive proposals and legislation, as well as administrative rules and regulations that may affect cities. Legislative advocacy services are also essential in identifying funding opportunities, grant applications and other special programs for which the City may qualify.

To date, MMA has worked with staff on the following initiatives for the City of Santa Paula:

1. Develop Funding Strategies:

    1. Function as an extension of Santa Paula's professional staff; and
    2. Prepare a comprehensive Federal Funding Legislative Strategy and specific Action Plan so the City's leadership can review and assess specific funding opportunities firsthand, and evaluate the City's strategies to secure that funding.

2. Implement Funding Strategies:

    1. Schedule substantive discussions with members of Congress, Congressional staff,

and agency officials in D.C. and California to highlight the City's funding objectives.
2. Generate quality third-party support letters.
3. Ensure the City's projects make the priority list of our Congressional champions.

3. Win Congressionally Directed Spending:

    1. Help the City establish working relationships with key Congressional staff and Appropriations Committee staff to learn their criteria for award-worthy funding requests — long before request forms are publicly available. Drive the City's Federal Congressional Direct Spending (CDS) requests through every step of the legislative process —subcommittee, full committee, floor action, conference committee — until they are signed into law by the President.
    2. Manage the development of each funding request from start to finish. This includes the creation of timelines and deadlines management, and clarification of writing roles and responsibilities.
    3. Develop and/or improve program design and specific application components.
    4. Support all administration needs including federal submission portal requirements, forms, reporting, and compliance (as needed).
    5. Finalize the funding request(s): provide multi-level reviews to ensure clarity, cohesiveness, and editorial input. Check budgets for cost-effectiveness, completeness, and accuracy.

Due to MMA's efforts in 2022 and 2023, the City of Santa Paula secured $2,000,000 million in support from Congresswoman Julia Brownley for the following initiative:

- Harvard Blvd. Water/Sewer/Pavement Rehabilitation Project - The funding would be used for the water and wastewater replacement portion of the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project — overall an approximately $16 million initiative. The $2 million request will install over 1.2 miles of utility pipeline, which will ensure the City can provide a reliable potable water distribution system and an efficient wastewater collection system to sustain operations in the community.

On September 21, 2022, the original agreement with MMA, which was entered into on March 21, 2022, was due to terminate. The original agreement was for a six-month trial period in the amount of $36,000. Prior to the termination of the agreement, staff and MMA mutually agreed to extend our agreement for an additional two months until staff could determine if funding would be available to extend the City's agreement with MMA through the end of the fiscal year.

On December 7, 2022 Council authorized the City Manager to execute a first amendment to the professional services agreement with MMA extending the agreement with MMA through the end of the fiscal year or June 30, 2023. With Council's approval at that time, the total contract amount was increased to a not-to-exceed amount of $96,000.

ANALYSIS:

As MMA's contact is due to expire at the end of this month, staff is requesting Council authorize the City Manager to execute a second amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, extending the term through the end of fiscal year 2023/2024, from September 16,

2022 through June 30, 2024, and increasing the not-to-exceed amount to $174,000. Essentially, MMA's costs for FY23-24 will be $78,000 or $6,500 a month.

Since December 7, 2022, MMA has been instrumental in:

- Assisting staff to secure appointments for the Mayor and the City's legislative analyst in Washington D.C. in April 2023 leading to the following:
    - Securing a $1,500,000 million FY2024 Community Project Funding Request from Congresswoman Brownley for the Mesa Tanks Replacement Project.
    - Securing a $1,500,000 million FY2024 Congressionally Direct Spending Request from Senator Padilla for the Mesa Tanks Replacement Project.
    - Securing a $1,500,000 million FY2024 Congressionally Direct Spending Request from Senator Feinstein for the Mesa Tanks Replacement Project.
- Assisting staff to submit a transportation Action Plan application to the United States Department of Transportation (USDOT) for the Safe Streets and Roads for All (SS4A) Grant Program in the amount of $280,000 to allow for subsequent applications seeking up to $10 million in funding for implementation costs to assist with transportation safety projects.
- Assisting staff with the draw-down of $2 million in Federal Congressional Direct Spending (CDS) related to the Harvard Blvd. Project.

STRATEGIC PLAN:

Approval of this item moves the City closer to obtaining funding to support multiple objectives in Council's two-year Strategic Plan.

FISCAL IMPACTS:

Funding for a second amendment to the professional services agreement with MMA is included in the FY23-24 fiscal budget in the amount of $78,000.

OPTIONS:

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

1. Do not approve the amendment to the professional services agreement with MMA to provide legislative advocacy services. Doing so is not advised, as the City is the recipient of Federal Congressional Direct Spending (CDS) funds and staff will need the experience and guidance of MMA to navigate use of the funds, as well as reporting and compliance requirements; and/or

2. Provide staff with further direction.

ATTACHMENTS:

Second Amendment Merchant McIntyre-c1.pdf

Exhibit A - MMA.pdf

SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA AND MERCHANT MCINTYRE & ASSOCIATES, LLC

THIS SECOND AMENDMENT ("Amendment") is made and entered into this 21st day of June 2023, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and MERCHANT MCINTYRE & ASSOCIATES, LLC, a Delaware limited liability company ("Consultant").

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

A. On March 21, 2022, the City and Consultant entered into an Agreement for federal legislative advocacy and grant services (the "Agreement").

B. The term of the Agreement was from March 16, 2022 to September 16, 2022.

C. The Consultant's total compensation under the Agreement could not exceed $36,000.00 without written approval of the City Council or the City Manager, as applicable.

D. On December 7, 2022, the City and Consultant mutually agreed to extend the terms of the March 16, 2022 agreement to June 30, 2023 through a First Amendment Agreement.

E. The Consultant's total compensation under the First Amendment Agreement could not exceed $96,000.00 without written approval of the City Council or the City Manager, as applicable.

F. The City and Consultant now mutually desire by this Amendment to increase the Consultant's total maximum compensation and extend the term of the Agreement as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Sections 3.1.2, 3.2, and 3.7.14 of the Agreement, the Agreement is amended as follows:

A. Subsection 3.1.2, entitled "Term," is hereby amended to read as follows:

"3.1.2 Term. The term of this Agreement shall be from March 16, 2022 to June 30, 2024 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. 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."

B. Subsection 3.2.1, entitled “Compensation,” is hereby amended to read as follows:

“3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference with a $500 a month increase for FY2023-2024. The total compensation shall not exceed one-hundred seventy-four thousand dollars ($174,000.00) without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3. **COUNTERPARTS.** This 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 Amendment, all other terms and conditions of the Agreement remain in full force and effect. Whenever the term “Agreement” is used in the Agreement it shall mean the Agreement, as modified by this Amendment. In the event of a conflict between this Amendment and the Agreement, the provisions of this Amendment shall control.

[Signatures on Next Page]

SIGNATURE PAGE TO
THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA AND MERCHANT MCINTYRE & ASSOCIATES, LLC

IN WITNESS WHEREOF, the duly authorized representatives of the City and Consultant have executed this Amendment effective as of the first day and year written above.

CITY OF SANTA PAULA

_____
Dan Singer, City Manager

MERCHANT MCINTYRE & ASSOCIATES, LLC

_____
Brent Walton Merchant, Principal and Co-Founder

ATTEST:

_____
Julie Latshaw, City Clerk

81-5238967
Taxpayer ID No.

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

65283.00001\40760248.1

EXHIBIT A

MERCHANT
MCINTYRE
ASSOCIATES

February 23, 2022

Mr. Jonathan Royas, Ms. Patricia Zavala
City of Santa Paula, CA
970 Ventura Street
Santa Paula, California 93060

Dear Mr. Royas and Ms. Zavala,

On behalf of Merchant McIntyre Associates ("MM"), we are enthusiastic about the possibility of serving as Santa Paula's federal government relations agency to maximize the City's federal support by achieving your funding objectives for the Crosstown Pipeline, Harvard Blvd water, sewer, and road construction, Mesa Tank, AWTF (advanced reverse osmosis treatment facility), bike and pedestrian trail improvements, and other priority needs.

We're enthusiastic because this is the type of work that gets us up in the morning!

Long story short, we founded MM to serve cities exactly like Santa Paula. Since the City is likely evaluating other federal government relations firms, please note this important fact: Both MM principals and co-founders will be involved on a daily basis in the work our team performs for Santa Paula. Further, Mark McIntyre is regularly in SoCal, an easy drive to the City.

Merchant McIntyre is the leading federal government relations agency that serves exclusively cities, other local governments, and nonprofits. Unlike other Washington-based agencies, we focus 24/7 on winning federal funding. To help cities secure major federal support, we forecast, identify, write, submit, mobilize Congressional support for, win, and comply with Congressionally Directed Spending (earmarks) and federal grants.

Within the federal government's $6.8 trillion annual budget, there is significant funding available for the City's priorities through multiple federal agency grant programs and Congressionally Directed Spending. Further, the $1.9 trillion American Rescue Plan Act and $1.2 trillion Bipartisan Infrastructure Bill feature billions of dollars in new funding for local governments like Santa Paula. <u>This is in addition to the annual programs already scheduled</u>.

MM has extensive experience securing federal funding for local governments (most recently, clients have received grant awards of $1.9 million, $1.25 million, $1 million, and $1 million with several more grant awards pending). Further, MM professionals have been tracking the Bipartisan Infrastructure Bill since it's inception. We're now beginning to see new grant programs announced that are perfect funding targets for Santa Paula.

MM also develops and executes strategies to win Congressionally Directed Spending (CDS). In the FY22 appropriations cycle, MM secured 19 CDS projects ranging from $91K to $7.2 million.

Merchant McIntyre professionals regularly meet with Congressional staff and federal program officers at USDA, DOT, EDA, DOJ, DOL, FEMA, and other federal agencies to gather invaluable intel about how to win federal funding. Specifically, we learn about the funding priorities of Members of Congress and the competitive preference priorities that program officers are using to score applications. In his

famous book *The Art of War*, Sun Tzu wrote, "Infiltration is always more effective than assault." Merchant McIntyre will infiltrate the Congress and the federal agencies in the best sense of the word to win funding for the City.

Merchant McIntyre's greatest strength is our ability to integrate effective funding strategies with comprehensive legislative tactics. This one-two punch has been essential to achieving success on behalf of cities and other local governments. (Key members of our senior team have been working together since 1994.)

As we begin discussions with a prospective client, we look for three fundamental values to support a working relationship:

First, we must believe in what our client is doing. To do our best work, we must share our clients' enthusiasm for their mission. It would add significance to our lives to help Santa Paula's leaders and professional staff serve your constituents by maximizing federal support for the City.

Second, we believe that our work should be enjoyable – fun both for the client and for us. This happens best when there is a strong sense of partnership. Our hope is that we can embark on a true partnership with the City of Santa Paula – one characterized by open, honest communication and fruitful work. We look forward to this. We will always tell you the truth, especially when it's difficult.

Third, the relationship must be mutually beneficial. You must be able to see measurable results based on well-defined objectives. **The bottom line is the return on investment!** After all, Santa Paula's leadership is accountable to your citizens. We appreciate this accountability. Indeed, we're motivated by it.

The City of Santa Paula has a great story to tell in D.C. Humbly, Merchant McIntyre has a documented record of success. Together, we can help the City achieve your federal objectives.

We would be both gratified and humbled to be chosen to serve as your federal government relations agency -- indeed, this is the kind of work that gets us up in the morning!

Sincerely,

Mark D. McIntyre
Principal & Co-Founder

P.S. There's a reason we have previously sent you letters about MM's services. We know we can be effective for your city!

Executive Summary

Merchant McIntyre is the leading federal funding agency that serves exclusively local governments and other nonprofits. Merchant McIntyre performs the lion's share of the work to forecast, identify, help write, submit, mobilize Congressional support for, win, and comply with federal grants and Congressionally Directed Spending (CDS), also known as "earmarks."

Legal name and corporate structure: Merchant McIntyre & Associates, LLC is a limited partnership. Our agency has three partners — Brent Merchant, Mark McIntyre, Brent Merchant, and Katie Peterson.

MM's corporate structure is so flat, you can slide it under a door. We have a cohesive, collaborative team of approximately 20 professionals with a clear reporting structure up through Brent, Mark, and Katie. All partners provide strategic oversight for every client, and are deeply involved in the actual client work. This enables our agency to serve local governments with the highest level of expertise, efficiency, accountability — and success!

Further, please note that both Mark McIntyre and Brent Merchant will be involved in the day-to-day work on behalf of Santa Paula. You have Merchant McIntyre's full attention! Since Santa Paula will be evaluating other potential agencies, ask yourself this question: who will be doing the work at those other places — the Varsity or the Junior Varsity?

Merchant McIntyre possesses the federal funding expertise in-house to serve Santa Paula successfully. We will not need to use subcontractors on behalf of the City.

Per your question, Merchant McIntyre does not have any pending litigation.

Below we've provided our primary contact information.

Mark McIntyre
Principal and Co-Founder
Merchant McIntyre Associates
1634 I Street NW Washington DC 20006
Phone: 202-657-7556
Email: mmcintyre@merchantmcintyre.com

Qualifications and Experience

We've provided resumes of the key federal funding professionals who will comprise the core MM team serving the City of Santa Paula.

As stated earlier, Principal and Co-Founder Mark McIntyre travels every month to SoCal. Therefore, MM's work with Santa Paula will feature the highest level of accountability.

Brent W. Merchant
Co-Founder and Principal

Professional Background

Brent Merchant has secured more than $100 million of federal support for cities and other local governments to fund industrial parks, economic development, downtown revitalization, water and wastewater infrastructure, surface transportation, public safety, law enforcement, technology, parks and recreation.

Brent is Merchant McIntyre's internal economic development wizard. In fact, he's been told by EDA regional staff that he wins the most grant awards from their agency.

Brent has extensive experience serving in the federal government. He spent 7 years as senior staff at the Department of Energy where he was named to the position of Deputy Chief of Staff to the Secretary of Energy. In that role, Brent advised the Secretary on policy, operational, regulatory, and legislative issues. Brent also served as Senior Advisor to the Deputy Secretary of Energy focusing on policy, project management, and operational issues throughout the Department.

Brent began his career working as an aide to Senator Spencer Abraham in his native Michigan.

Relevant Experience

Principal and Co-Founder (Current), Merchant McIntyre Associates. 2012-current.

- Direct and manage all functions of a leading government relations firm in Washington, DC.
- Provide oversight of all operational aspects of the firm, including finances, personnel, contracts.
- Lead the client service and client experience activities of the firm.
- Manage economic development and infrastructure-focused grant projects for the firm.

Account Director, Russ Reid. 2011-2012.

- Managed dozens of client accounts focused on securing large government grants for infrastructure, economic development, health, education, and social service projects.

Director of Government Relations, LPB Energy Management. 2009-2011.

- Created the Washington, DC office for a leading energy data management company.
- Devised and executive federal lobbying and contracting strategies.
- Directed all LPB interactions with federal agency officials, Members of Congress, and staff.

Deputy Chief of Staff and Senior Advisor to the Secretary, US Department of Energy. 2001-2009.

- Managed operational and staff issues in the Office of the Secretary of Energy.
- Advised the Secretary of Energy on policy, regulatory, legislative, and operational issues across the Department of Energy complex.
- Served as the Secretary's liaison to the 17 members of the National Laboratory complex.

Education

- Hope College (Holland, MI). Bachelor of Arts, Political Science. 2001

Relevant Courses

- Instructor and Presenter, Georgetown University McDonough School of Business *New Strategies Initiative. 2019-2021.*
- Member, National Institute of Lobbying and Ethics.

Awards and Recognition

- National Institute for Lobbying and Ethics 2021 Top Lobbyist

Mark D. McIntyre
Co-Founder and Principal

Professional Background

Known for his federal appropriations acumen and ability as a legislative strategist, in 2020 Mark was named by the National Institute of Lobbying and Ethics as a Top Lobbyist.

Mark currently serves or has previously represented El Paso (TX), State of Indiana, Napa (CA), Manassas Park (VA), Marian (IN), Ontario (OR), Hermiston (OR), Lexington (KY), Pompano Beach (FL), Williamsport (PA), Pleasanton (CA), Belton (TX), Wilmore (KY), Boone (IA), Tamarac (FL), Sedona (AZ), Franklin Park (IL), Louisville (OH), and the Port of Los Angeles. In this capacity, Mark has helped secure more than $300 million dollars in federal support for cities, local governments, and nonprofits.

As a former Presidential speechwriter and award-winning journalist, Mark leads Merchant McIntyre's production of materials for clients to present to the Congress and the Executive Branch.

Relevant Experience

2012 - present	Merchant McIntyre & Associates, LLC (Washington, DC) Co-Founder and Principal
1994 - 2012	Russ Reid Company (Washington, DC) Founding Director/Senior Vice President
1989 - 1994	Cassidy & Associates (Washington, DC) Vice President Account Executive
1986 - 1988	Office of the Vice President (Washington, DC) Chief Speechwriter
1989	Office of the President (Washington, DC) Speechwriter
1985 - 1986	Congressman Robert L. Livingston (Washington, DC) Press Secretary

Education

- Yale University (New Haven, CT) Bachelor of Arts in English, 1983

Awards and Recognition

- National Institute for Lobbying and Ethics Top Lobbyist, 2020
- Congressional Quarterly Top Lobbyist, 2012

Kathryn E. Peterson, Esq.
Partner and General Counsel

Professional Background

Kathryn "Katie" Peterson has served Merchant McIntyre since its inception, successfully leading the firm's efforts to secure significant federal funding and regulatory relief for our clients. As a Partner, Katie develops comprehensive federal funding strategies and supports clients in their advocacy efforts

on Capitol Hill and before the Administration. She is focused on delivering results for local governments, healthcare providers, and institutions of higher education.

Katie has helped secure more than $150 million in federal funding for MM clients.

In addition to her leadership and client services role, Katie serves as Merchant McIntyre's General Counsel. She helps direct the firm's overall operations and manages the firm's internal legal matters including compliance with the Lobbying Disclosure Act and other federal regulations.

Prior to joining Merchant McIntyre, Katie worked as a Congressional Affairs Specialist at the U.S. Food and Drug Administration. In this role, she handled legislative portfolios on a variety of healthcare issues and led components of the agency's implementation of the Affordable Care Act. She also advised Members of Congress and their staff on FDA actions, policies, and issues and helped prepare the FDA Commissioner and other senior FDA officials to testify at Congressional hearings.

Katie also has experience in the legislative branch at both the federal and state level.

Relevant Experience

2014 - present	Merchant McIntyre & Associates, LLC (Washington, DC) Partner and General Counsel
2012 - 2013	U.S. Food and Drug Administration (Silver Spring, MD) Congressional Affairs Specialist Office of Legislation, Office of the Commissioner
2010	United States Senate (Washington, DC) Legislative Aide, The Honorable Bill Nelson (D-FL)
2009	Florida Senate (Melbourne, FL) Constituent Advocate, The Honorable Thad Altman (R-24)

Relevant Training and Education

- Washington & Lee University School of Law (Lexington, VA) Juris Doctor, 2014 Virginia Law License: 90440 (active)
- Stetson University (DeLand, FL) B.A., Political Science and German, *cum laude*, 2011

Awards and Recognition

- National Institute for Lobbying and Ethics 2021 Top Lobbyist

Julia M. Angelotti
Vice President and Director of Legislative Strategy

Professional Background

Julia Angelotti serves as Vice President and Director of Legislative Strategy and has extensive experience with the Congressional appropriations process and federal grants programs. At MM, she leverages nearly a decade on Capitol Hill to plan and execute successful funding strategies.

Prior to joining Merchant McIntyre, Julia served as Deputy Chief of Staff and Legislative Director to Congresswoman Elise Stefanik, the third-ranking House Republican. Julia previously served as Rep. Robert Wittman's Senior Advisor and Rep. Frank Wolf's Appropriations Legislative Assistant.

Julia is a federal legislative expert with a specialty in appropriations.

Relevant Experience

2019 - present	Merchant McIntyre & Associates, LLC (Washington, DC) Vice President and Director of Legislative Strategy
2017 - 2019	U.S. House of Representatives (Washington, DC) Deputy Chief of Staff and Legislative Director, The Honorable Elise M. Stefanik (R-NY)
2014 - 2017	U.S. House of Representatives (Washington, DC) Senior Advisor, The Honorable Robert J. Wittman (R-VA)
2010 - 2014	U.S. House of Representatives (Washington, DC) Appropriations Legislative Assistant, The Honorable Frank R. Wolf (R-VA)

Relevant Training and Education

- George Mason University (Fairfax, VA) Master of Public Policy, 2013
- Virginia Tech (Blacksburg, VA) B.A., Communication and Marketing, *cum laude*, 2011

Relevant Courses/Professional Development Activities in Last 5 Years

- Member, National Institute for Lobbying & Ethics (NILE)
- Member, Women in Government Relations (WGR)
- Stennis Congressional Staff Fellow, 2017-2018

Brandon A. Bookout
Federal Grants Director

Professional Background

Brandon Bookout currently serves as Federal Grants Director at Merchant McIntyre Associates. He joined Merchant McIntyre as an intern and played his way onto the team full-time with his relentless work ethic and strong communication skills.

Brandon aligns upcoming federal funding opportunities with the priority needs of cities local and nonprofit institutions. Brandon leads the onboarding process for every new MM client, plans for, conducts, and drives the follow-up action items for client Resource Inventories.

Brandon's work is critical to developing award-worthy Congressionally Directed Spending requests.

Before joining MM, Brandon served as a Municipal Consultant, where he planned and executed several economic development projects. Notably, Brandon led the development of five-year park master plans for the City of Winchester (IN) and Town of Gaston (IN) and assisted in the development and

organization of the Indiana Automotive Council, a partnership between Indiana automotive manufacturers and the Indiana Economic Development Corporation.

Relevant Experience

2018 - present	Merchant McIntyre & Associates, LLC (Washington, DC) *Federal Grants Director*
2016 - 2020	Augusta Consulting, LLC (Muncie, IN) *Municipal Consultant*
2017 - 2018	Conexus Indiana (Indianapolis, IN) *Economic Development Assistant*
2016 - 2017	Barnes and Thornburg, LLP (Indianapolis, IN) *Fellow*

Education

- Indiana University (Bloomington, IN). Bachelor of Science, Finance; Bachelor of Arts, Brand Development and Merchandising, 2019.

Scope of Work Approach

Washington, D.C. is a one-industry town: hot air. Merchant McIntyre takes a different approach: we listen. We engage our ears and our brains before we engage our mouths.

Therefore, we will begin our service to Santa Paula by conducting an in-depth Resource Inventory via a series of conference calls with City leadership and staff to determine and document Santa Paula's strengths and needs, and to get to know your programs, priorities, and people.

Based on the Resource Inventory, we will develop a comprehensive Federal Legislative Strategy and specific Action Plan consisting of specific tactics to secure federal funding and further Santa Paula's priorities with Members of Congress, Congressional staff, and Congressional committees of jurisdiction.

The objective of this strategy is to achieve the highest ROI for Santa Paula.

The primary reason Merchant McIntyre has consistently achieved the federal funding and legislative objectives for our clients is because of our strategic thinking. All of us are former Congressional and/or Executive Branch staffers. Because of that training, we thoroughly understand the legislative and federal funding processes. This enables us to plan and implement successful strategies.

Merchant McIntyre takes a comprehensive "leave no stone unturned" approach that starts with a thorough review of federal funding needs with Santa Paula's leadership. Based on information gathered on City priorities, MM would immediately want to seek funding for the Crosstown Pipeline, Harvard Blvd water, sewer, and road construction, Mesa Tank, AWTF (advanced reverse osmosis treatment facility), bike and pedestrian trail improvements, and more.

Merchant McIntyre is constantly tracking and advocating for Congressional appropriations and other legislative proposals that could potentially benefit or hurt our municipal clients. This enables us to

help shape spending levels to maximize funding for our municipal clients, and protect them from harmful budget cuts.

For example, at the beginning of the pandemic Merchant McIntyre produced a 10-page summary of all relevant grant funding in the CARES Act one day before the Congress actually passed the 885-page legislation. That was on a Friday. On Monday we began working with clients on specific proposals to pursue and win funding from the CARES Act for their priority projects. (Our clients are still winning money from that legislation). MM would utilize our knowledge and strategic thinking to help Santa Paula secure significant funding from the recently passed $1.2 trillion Bipartisan Infrastructure Bill (BIB).

MM's Scope of Work for the City of Santa Paula:

1. Develop Funding Strategies:

    A. We would truly function as an extension of Santa Paula's professional staff.

    B. Specifically, to help the City maximize its federal support, MM will:

        - Conduct an in-depth Resource Inventory via zoom calls to determine and document the City's strengths and needs, and to get to know your programs, priorities, and people.

        - Plan and implement a comprehensive federal legislative strategy, matching the City's strengths and priority needs with federal funding programs and appropriations accounts.

        - Assess internal capabilities and capacity to determine how best to leverage your strengths and address any gaps in critical areas including staffing, technology, community needs, partnership development, and more.

        - Develop proposal themes and write and produce background materials that provide a compelling, persuasive presentation of the City's priorities to potential federal funders.

    C. MM will prepare a comprehensive Federal Funding Legislative Strategy and specific Action Plan so the City's leadership can review and assess specific funding opportunities firsthand, and evaluate MM's strategies to secure that funding.

    (This will also help enable California Consulting to see federal grant programs long before they're publicly announced.)

2. Implement Funding Strategies:

    A. Schedule substantive discussions with Members of Congress, Congressional staff, and agency officials in D.C. and California to highlight the City's funding objectives.

    B. Generate quality third-party support letters.

C. Ensure the City's projects make the priority list of your Congressional champions.

3. Win Congressionally Directed Spending:

A. In the context of Congressional appropriations, Merchant McIntyre's job is to serve as your "staff to the Congressional staff" to make it easy for your Members to support every Santa Paula funding request.

Toward that end, MM will help the City establish working relationships with Members of Congress, key Congressional staff, and Appropriations Committee staff to learn their criteria for award-worthy funding requests — long before request forms are publicly available.

B. Manage the development of each funding request from start to finish. This includes the creation of timelines and deadlines management, and clarification of writing roles and responsibilities. We provide successful Congressionally Directed Spending applications, templates, and/or abstracts from previous award winners.

C. Merchant McIntyre subject matter experts will develop and/or improve program design and specific application components.

D. Support all administration needs including federal submission portal requirements, forms, reporting, and compliance.

E. Finalize the funding request(s): provide multi-level reviews to ensure clarity, cohesiveness, and editorial input. Check budgets for cost-effectiveness, completeness, and accuracy.

MM will drive the City's CDS requests through every step of the legislative process — subcommittee, full committee, floor action, conference committee — until it's signed into law by the President.

This should give you confidence:

Given MM's monthly retainer, we invite you to calculate the ROI for these selected examples of relevant federal funding that Merchant McIntyre has helped win using our approach described above:

<u>Surface Transportation</u>

- $14.1 million to construct a multimodal greenway.
- $12 million for a roadway extension project.
- $11.4 million for roadway improvements and to create a clearly delineated bicycle and pedestrian facilities and trails.
- $7.2 million for bridge maintenance and improvements.
- $4 million to construct an overpass.
- $3.12 million for a pedestrian mall and streetscape improvements.
- $1.4 million for highway safety improvements.
- $1.35 million for streetscape improvements and to construct pedestrian walkways.

- $950K to upgrade and widen a main roadway.
- $900K to plan the construction of a downtown plaza and overpass.
- $150K to construct ADA accessible trails.

Water/Wastewater

- $6.1 million to extend a water line.
- $5 million to connect a 1.2 million gallon per day raw water supply.
- $2.7 million for water and wastewater infrastructure to generate economic development.
- $2 million in emergency funding for a flood control project.
- $1.3 million for water infrastructure improvements.
- $500K to upgrade stormwater infrastructure.
- $500K for wastewater infrastructure improvements.
- $500K for sewer system upgrades.
- $300K for sewer replacement.

Economic and Community Development

- $2.48 million to construct an economic innovation development center.
- $1.8 million to support a new health sciences and paramedic training program.
- $1.46 million to support the development of an industrial park.
- $1.4 million to expand a commercial truck training program.
- $1.4 million to plan and implement local workforce development strategies that promote new, sustainable job opportunities.
- $1 million to construct new affordable housing for people experiencing homelessness.
- $469K to purchase new distance learning equipment amid the pandemic.
- $150K to expand a recreation center.
- $100K to provide needed training and technical assistance to local businesses.

Public Safety and Law Enforcement

- $1.5 million to upgrade and consolidate emergency communications systems.
- $700K for first responder technology and communications.
- $446K to purchase law enforcement equipment.
- $413K to fund the hiring of two new school resource officers.
- $367K to purchase and install a new source capture exhaust extraction system.
- $363K for the development of a program to address domestic violence.
- $350K for a new fire engine.
- $105K to improve wildfire prevention, response, and recovery.
- $100K to purchase a new school safety alert system.
- $53K to purchase 30 state-of-the-art body cameras and enact a training/use policy.

Community Health and Wellness

- $2.2 million to renovate a nursing school building.
- $1 million to expand substance abuse treatment services in a rural area.
- $922K to purchase new telemedicine equipment.
- $900K to improve access and quality of healthcare in an underserved area.
- $350K to provide high-quality child care services to low-income student-parents.
- $150K to make park facilities improvements and construct an ADA-accessible trail.
- $150K for the development of a recreation center.
- $100K for a pilot project to provide fresh, locally grown produce to low-income residents.

Pricing

We opened Merchant McIntyre Associates to assist local governments exactly like the City of Santa Paula. MM's typical minimum retainer for the scope of work described here is $8,000/month for a period of one year. This retainer is all-inclusive — there are no "hidden fees." The City leadership will always have budget certainty when working with MM.

Since 1994, Merchant McIntyre Associates has never billed clients on an hourly basis. If we billed on an hourly basis, our monthly fee would be much higher! We work on a monthly retainer basis so that we never have to watch the clock in service to our clients.

Since this would be a new initiative for the City, and because we appreciate your budget constraints, **we propose an initial six-month agreement at a discounted monthly retainer of $6,000**. The four deliverables during this period are:

1. Conduct a Resource Inventory to identify specific federal funding objectives and potential funding requests for the City.

2. Submit a significant, award-worthy Congressionally Directed Spending request(s) to both the House and the Senate.

3. Arrange substantive Congressional and Executive Branch meetings with Members and Congressional staff who have jurisdiction over the funding MM targets for Santa Paula.

4. Support the City in all facets of the federal funding process, including planning, partnership development, writing, budget development, proposal submission, administrative requirements, and compliance.

Of course, the fifth "deliverable" is that you will get to evaluate Merchant McIntyre's strategic thinking and added value.

If the City's leadership is pleased in every respect with Merchant McIntyre Associates during this initial six-month engagement, you may then decide whether to retain MM for a period of one year at the same discounted monthly retainer.

Our objective is to deliver the highest possible ROI so City Manager Dan, Jonathan, the Executive Directors, and your City Council exchange high-fives and say, "Let's do that again!"

References

We've attached three relevant client references, as you requested. Please let us know if you have trouble reaching anyone because we're happy to have you speak with any MM client since 1994.

We ask only that checking references be the last step in Santa Paula's decision-making process. Believe it or not, potential clients have previously called us and said, "All of your references checked out with flying colors... your clients really like you... we would love to retain Merchant McIntyre... but we haven't identified a budget."

That seems backward, and a waste of our clients 'time. If Santa Paula becomes a client, we will protect you the same way!

City of Napa
955 School Street
Napa, CA 94559

Contact: Liz Habkirk, Assistant City Manager
(707) 285-7813, ehabkirk@cityofnapa.org

Note: We've provided the City of Napa as a reference so you can get a sense of our work both with them and the California Congressional delegation.

The City of Napa retained Merchant McIntyre Associates to maximize federal funding for a variety of initiatives including water and wastewater infrastructure, community development, public safety, law enforcement, and public health.

In the first 30 days of our partnership, MM conducted a Resource Inventory to identify specific projects and determine how they align with federal funding opportunities. Soon after conducting the Resource Inventory, MM produced a comprehensive Federal Funding Strategy and Grants Grid featuring $39.5 million in potential funding opportunities.

The first target MM submitted was for the National Endowment for the Arts 'Our Town grant program. Through this application, the City requested funding for operational and artistic support for Napa's Lighted Arts Festival, a free celebration of creative arts, technology and lights, and supports innovative techniques using light and light technologies as a growing art medium.

MM collaborated with the City of Napa to secure a $1.8 million Congressionally Directed Spending award for the Public Safety Radio and Communication (PSRC) Upgrade Project. Through MM's advocacy efforts, this project was championed by Congressman Thompson and funded in the Commerce, Justice, and Science (CJS) Appropriations Bill.

In addition to winning federal funding, MM has complemented the work of Napa officials to develop and promote a legislative platform to drive the City's policy agenda on a regional and national level.

Beyond these accomplishments, Merchant McIntyre has the following federal funding applications pending:

- NEA Our Town: $75,000
- FEMA Assistance to Firefighters (AFG): $100,184
- FEMA Fire Prevention and Safety (FP&S): $31,800

East Central Indiana Regional Planning District
1208 White River Blvd, Suite 136
Muncie, IN 47303

Contact: Bill Walters, Executive Director
(765) 713-7000, bwalters@ecirpd.org

Note: We're providing ECI as a reference because 1) Santa Paula has similar funding priorities and 2) like Santa Paula, ECI is USDA rural-eligible.

Merchant McIntyre serves as ECI's full-service Washington legislative and federal funding agency. In this role, MM handles all aspects of ECI's federal representation — pursuing significant competitive and discretionary grants, strengthening relationships with the Indiana Congressional delegation, contacting federal agencies when ECI's grant applications are under consideration, advancing ECI's policy and regulatory interests, and leading the coalition's annual Washington Fly-In.

ECI is now working with Merchant McIntyre to develop a regional strategy to win federal funding that enhance economic development and improve the quality of life in East Central Indiana.

Since ECI had never won a federal grant prior to Merchant McIntyre's representation, our approach was to start small... build ECI's credibility at the federal level... and then begin hitting home runs by winning large grants.

Working with Merchant McIntyre, ECI has won grant awards of $68,000 and $88,000 from the Department of Agriculture, and a $75,000 award from the Economic Development Administration.

The EDA grant is funding an I-69 Corridor Economic Impact Analysis, with the aim of developing an action plan for the widening, modernization, and safety improvements along the I-69 corridor. The co-applicant is Ball State University. **This now positions ECI for a RAISE grant in the $10 million-$25 million range when the project is shovel ready.**

Recently, ECI was awarded a second EDA grant of $320K to fund an economic development response to COVID-19, featuring helping local businesses find financing, retain employees, and recover from the pandemic.

ECI is currently working on a third EDA grant of $1.3 million to improve a major intersection at the entrance of the Park One Industrial Park.

Merchant McIntyre currently has the following grants either in the pipeline or on the drawing boards for ECI:

- $10 million to fund the ongoing expansion of the I-69 Corridor.
  (source: Department of Transportation)

- $100,000 to support training and technical assistance services to small businesses and entrepreneurs in rural East Central Indiana.
  (source: Department of Agriculture)

City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Contact: Greg Harrison, City Manager
(954) 786-4601, Greg.Harrison@copbfl.com

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ON-CALL PROFESSIONAL CONSULTING SERVICES - QUALIFIED CONSULTANTS LIST

Date: June 21, 2023

Agenda Item: 10.N

RECOMMENDATION:

Staff recommends that the City Council approve the shortlist of prequalified firms to provide on-call professional consulting services for a variety of public work functions.

BACKGROUND:

On April 18, 2023 the City invited firms to submit Statement of Qualifications ("SOQ") for consideration to be included on the shortlist of prequalified firms to provide on-call professional consulting services. Firms were invited to submit qualifications for services related to: (1) Civil Engineering, (2) Project Management, (3) Construction Management, (4) Electrical Consulting and Engineering, (5) Subsurface Utility Engineering, (6) Mechanical Engineering (7) Traffic Engineering, (8) Water and Wastewater Consulting and Engineering, (9) Geotechnical, (10) Material Testing, (11) Environmental Consulting and Monitoring, (12) Right of Way, (13) Surveying, (14) Hydrology and Stormwater and (15) Landscape Architecture. Firms were allowed to submit SOQs for multiple service disciplines.

The shortlisted consultants will provide professional consulting services for the City's Capital Improvement Program (CIP) and various projects as determined necessary by staff. The volume and diversity of the City's CIP, as well as the evolving needs of the City relative to current engineering planning and upgrading of obsolete facilities have often challenged the capacity and capability of the current on-call consultant group. Expanding the current group of prequalified consultants will afford staff a greater variety and diversity in the City's consultant group, which will allow for greater flexibility in addressing future project needs. When services are needed City staff will select one or more firms from the shortlist and request task order proposals for the required services. Staff will make the determination by selecting the most qualified firm that will provide the best value for the City and the most substantiated ability to complete the work. The shortlist will be in place for a 3-year term, effective upon approval of a Professional Services Agreement (PSA) by Council at a future date. State law will require some projects and services to be subject to competitive proposals from consultants on the shortlist. The City, at its own discretion, and in compliance with funding source requirements will either select consultants from the shortlist or publish a project specific request for proposals open to all.

ANALYSIS:

Twenty-eight (28) SOQs were submitted to the City for consideration on May 24, 2023 and were subsequently evaluated by staff. The SOQs were evaluated based on: qualifications of the firm, proposed team and organization, past experience and references, project management system and the proposal presentation. Firms submitting their SOQs were provided with a sample City Professional Services Agreement (PSA), as well as the City's insurance requirements, to ensure that the shortlist consultants understand and agree with these City standard contract documents. Several of the firms that submitted SOQs were previously pre-qualified by the City and have been performing satisfactorily. Upon review of the SOQs, staff recommends that the firms in Table 1 be included on the shortlist.

Table 1: Firms Selected for On-Call Engineering and Professional Services

No.	Service Disciplines	Firms
Existing Firms		
1.	Civil Engineering	Encompass Consultant Group (ECG), Huitt Zollars, Inc., Jensen Design and Survey, M6 Consulting, Inc., MKN, Phoenix Civil Engineering, Psomas, Willdan
2.	Project Management	M6 Consulting, Inc., MKN, Phoenix Civil Engineering, Willdan
3.	Construction Management	MKN, Phoenix Civil Engineering, Willdan
5.	Subsurface Utility Engineering	Psomas
7.	Traffic Engineering	M6 Consulting, Inc., Psomas, Willdan
8.	Water and Wastewater Consulting and Engineering	MKN, Phoenix Civil Engineering, Psomas
9.	Geotechnical Engineering	Earth Systems, Union Materials Testing
10.	Material Testing	Earth Systems, Union Materials Testing
11.	Environmental Consulting and Monitoring	Psomas
13.	Surveying	Encompass Consultant Group (ECG), Jensen Design and Survey, Psomas
14.	Hydrology and Stormwater	M6 Consulting, Inc., Phoenix Civil Engineering, Psomas
15.	Landscape Architecture	Willdan
New Firms		
1.	Civil Engineering	Bureau Veritas
2.	Project Management	WSC
3.	Construction Management	Filippin Engineering, Inc., WSC
4.	Electrical Consulting and Engineering	Bureau Veritas, Solved Engineering Inc.
6.	Mechanical Engineering	Bureau Veritas
7.	Traffic Engineering	GTS, LSY Enterprise, Minagar, TJKM Transportation Consultants

8.	Water and Wastewater Consulting and Engineering	WSC
9.	Geotechnical Engineering	Fugro, NV5, RMA, Twining, Inc.
10.	Material Testing	NV5, RMA, Twining, Inc.
11.	Environmental Consulting and Monitoring	EMC Planning Group
12.	Right of Way	OPC
15.	Landscape Architecture	Pacific Coast Land Design (PCLD)

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:

No fiscal impact at this time. Professional Services Agreements (PSAs) for individual consultants will be provided for approval at a future meeting. Subsequent task orders issued with the City Manager's, or his designee's approval shall reflect negotiated scopes of work, cost estimates and schedules for projects and services that have been adopted for the respective fiscal year. The amount for each work order shall not exceed the adopted budget for each project or professional service. The cumulative total for all work orders shall not exceed $250,000 annually for each consultant.

OPTIONS:

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

1. Do not approve the shortlist of prequalified firms to provide on-call professional consulting services. This would result in continuing inefficiencies and delays in completing approved capital improvement projects. Staff would be required to review consultant proposals multiple times on multiple projects from firms that would have been pre-qualified to provide professional consulting services.

ATTACHMENTS:

Exhibit A - RFQ On-Call Professional Consulting Services with Enclosures A-D.pdf

EXHIBIT A

Request for Qualifications (RFQ) for On-Call Engineering and Professional Consulting Services with Enclosures A-D

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. Wednesday, May 24, 2023, electronically to engineer@spcity.org.

The City of Santa Paula (City) is inviting engineering and professional firms to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Engineering and Professional Consulting Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

A searchable pdf less than 10mb in size of the proposal shall be submitted electronically to the following:

Tatiana Arnaout, engineer@spcity.org

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Company	Address
Name (Print)	Signature
Company Phone No.	Title

City of Santa Paula

REQUEST FOR STATEMENT OF QUALIFICATION

FOR

ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

April 18, 2023

Requests for clarification are due by 4:00 P.M. on Wednesday, May 17, 2023, and shall be submitted in writing to Tatiana Arnaout at engineer@spcity.org.

Proposals are due electronically by 3:00 P.M. Wednesday, May 24, 2023, at:

Tatiana Arnaout, engineer@spcity.org

Introduction

The City of Santa Paula (City) is inviting engineering and professional consulting firms to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Engineering and Professional Consulting Services ("Services") to perform one or more services as listed herein. The City reserves the right to prequalify any number of firms. Due to the as-needed nature of the work, no work is guaranteed regardless of the selection. The scope of work will vary and will be requested on a task order basis as the need arises.

The City of Santa Paula is a General Law City, and as such, some projects and services will be subject to competitive proposals from the selected short list of consultants throughout the term of this RFQ. The City of Santa Paula, at its own discretion and in compliance with the funding source(s) requirement(s), will either select consultants from the short list or publish a project-specific RFP open to all.

Nothing in this RFQ requires the City to select a sole source consultant for any project and services or guarantees a certain amount of work to any consultants in the short-list.

City Background

The City is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. The City is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, the City is referred to as the "Citrus Capital of the World."

The City was incorporated on April 22, 1902, as a general law city. The City Council is made up of five members, elected at-large, serving four-year terms. The Mayor is selected for a one-year term from among the members of the City Council. The City operates under a council-manager form of government. The City Council appoints the City Manager, City Attorney, City Clerk and City Treasurer.

The City covers an area of 5.4 square miles and has an estimated population of 29,267, as of April 1, 2020, based on estimates from the United States Census Bureau. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City delivers municipal services through six departments- Administration (City Council, City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, and Mobile Home Rent Review), Community and Economic Development (Economic Development, Planning, Building and Safety), Parks and Recreation (Community Center, Recreation, Parks, Senior Services, Cable Television, Buildings and Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Police, and Public Works (Streets, Water, Wastewater, Solid Waste, Transit and Engineering). Wastewater, Transit and Solid Waste

services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District.

Scope of Services

The following are summaries of each on-call service category the City is seeking.

1. Civil Engineering - Design (master planning, conceptual, alternative study, preliminary, and project design) for all roadway, drainage, utility, facility, transportation, landscape, and streetscape projects, preparation of contract documents (plans, specs, estimates) plan check review and constructability analysis, support during the bid period of the projects and construction administration/management.

2. Project Management – Planning, coordination, and control of a project from inception to completion to produce a functionally and financially viable project that will be completed on time within authorized cost and to the required quality standards. The role of a project manager includes acquiring resources and coordinating the efforts of team members and third-party contractors or consultants to deliver projects according to established deadlines and within budget. The project manager will also define the project's objectives and oversee quality control throughout the project life cycle.

3. Construction Management - Provide construction period services in support of City infrastructure projects (roadway, paving, storm drain, water, sewer systems) as well as technical and support services that may include preparation of accurate cost summaries, management of contractor invoices, verification of quantities, labor compliance and associated documentation to validate payment requests in conjunction with project contract documents. Consultant will conduct field inspections, issue notices of non-compliance when required, coordinate and lead regular meetings, review and negotiate construction change order requests, coordinate RFIs and engage project design consultants when necessary to review project conditions and compliance with contract documents.

4. Electrical Consulting and Engineering - Inspection and evaluation of existing facilities/improvements, condition assessment, analysis, and recommended improvements. Design and photometric analysis for parking lot and street lighting systems, design of electrical distribution systems and service equipment, electrical infrastructure associated with solar photo-voltaic and battery systems, charging stations and interconnection with utility service points and building distribution systems. Design of backup power systems, generator selection and sizing, and transfer switches.

5. Subsurface Utility Engineering - Provide professional and technical services for subsurface utility engineering (SUE), mapping, exploration, locating and reporting, including associated site/pavement restoration and other appurtenant work for the

purposes of data collection to support the City's capital improvement projects. All work shall be performed in accordance with the American Society of Civil Engineers Standard (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data 38-02, latest edition. Vacuum excavation method preferred and provide an electronic field sketch of the utilities designated during the investigation, and SUE quality level description, with each mark included in a table.

6. Mechanical Engineering - Inspection and evaluation of the existing facilities/ improvements, condition assessment, analysis, and recommended improvements for wastewater treatment plant related systems, sewer pump stations, storm drain lift stations, refrigeration/HVAC systems and process equipment.

7. Traffic Engineering - Inspection and evaluation of the existing traffic signals and controller assemblies, with and without railroad pre-emption, recommended improvements, traffic volume/flow studies, traffic signal analyses, traffic impact analyses, collection analysis, traffic/parking studies, VMT and HCM traffic forecasting, traffic signal and stop sign warrant analyses and studies.

8. Water and Wastewater Consulting and Engineering - Water and Wastewater System Design services (master planning, conceptual, alternative study, preliminary, and project), Wastewater Treatment Plant Design and Engineering AMI meter program design and development, including integration with related systems, and data analysis and reporting systems, water loss reporting and construction administration/management.

9. Geotechnical - Provide physical investigations and related geotechnical reporting to support roadway, bridge, and utility projects. Perform R-value testing and associated pavement section recommendations, pavement condition assessment, field investigation, boring, laboratory testing.

10. Material Testing - Review project plans and specs for material testing requirements, provide Material Testing/Quality Control/Quality Assurance, confirm the project's proper testing procedures and requirements, submit test results for compliance/non-compliance and provide special inspection and testing during construction.

11. Environmental Consulting and Monitoring - Environmental permitting for projects (permit application and processing as necessary) for compliance with local, state, and federal regulatory agencies, environmental review and establishment of project requirements, CEQA document preparation (Initial Studies, ND, MND) and environmental Impact Report (preliminary and final), and condition setting.

12. Right of Way - Obtain and analyze title reports, right of way investigation, review, and appraisal, provide fair market value of properties, temporary and permanent easements, prepare full appraisal report for properties to be acquired, negotiation

with property owners, and associated acquisition. Consultant must be familiar with Caltrans Right of Way Manual and acquisition process for projects with State/Federal funding.

13. Surveying - Topographic surveys and mapping, boundary surveying and mapping, right of way survey, determination, and mapping, construction surveying, construction staking, as-built survey, 3D laser scanning and Modeling, architectural/engineering design surveys, aerial surveys and ALTA/ACSM land title surveys.

14. Hydrology and Stormwater - Provide hydrology, hydrogeology, and stormwater management recommendations for City Capital Improvement Program (CIP) and special projects, delineate tributary boundaries of watersheds leading to project discharge points, apply City storm drain system master plan hydrology and augment as appropriate using the Ventura County Modified Rational Method for hydrology computations, perform calculations for biological and proprietary Best Management Practices (BMPs) per the most recent Ventura Countywide Technical Guidance Manuals and provide design support for City CIP and special projects as described above. Consultant should be familiar with storm drain master plans and related master planning efforts, scoping, deficiency analysis, design and cost estimation for proposed improvements.

15. Landscape Architecture – Design of landscaping, irrigation and hardscape improvements associated with City CIP efforts, including preparation of plans, specifications and estimates. Consultant will review existing landscape/irrigation systems and improvements, prepare irrigation designs and water usage calculations, including those associated with Model Water Efficiency Landscape Ordinance (MWELO) requirements. Consultants may be required to provide design services associated with site design, including minor retaining walls, area drainage systems, trellis and similar accessory structures.

Proposal Requirements & Instructions

The proposal shall demonstrate the qualifications, competence, and capacity of the company to provide the services for each service category they submit for in accordance with the requirements of the RFQ.

The proposal shall contain the information as set forth in this section at a minimum. Failure to include this information, or an incomplete response, may be cause for disqualification. The proposals will be used to evaluate and select the most qualified firm or firms.

REQUIRED PROPOSAL INFORMATION

The proposal shall include the following information as a minimum:

Section A: Presentation

Offerors shall submit one consolidated response to this RFQ, even if multiple services are being offered. The proposal shall be typed and submitted on 8 1/2" x 11 " size paper, up to a TOTAL page limit of 30 pages (exclusive of dividers, transmittal letter, Table of Contents, and required forms). Offerors should not include any unnecessarily elaborate promotional material. The lengthy narrative is discouraged, and the proposal should be brief, clear, and concise.

The response shall include the following:

Section B: Introduction

1. Letter of Transmittal:

   Responses must be signed and include a letter of Transmittal with identification of Offeror who will have contractual responsibility with the City of Santa Paula. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation. If the individual/firm operates from more than one location, please specify the office to which this project will be assigned. Additionally, please identify the service categories that the proposer is offering to provide.

   If your firm is subcontracting portions of this work, please indicate the firms with which you will be partnering along with the name, address, phone number, fax number, and email address of the contact person. Indicate the task that will be subcontracted and how the subcontract work will be managed and checked for quality control.

Section C: Technical Proposal

2. Firm Information & Qualifications:

   This section of the proposal shall establish the ability of the Offeror to satisfactorily perform the required work by reasons of experience in performing work of a similar nature to the Scope of Work for the Service Categories they are submitting for; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current workload; track record of meeting schedules on similar projects and supportive client references.

   Firms must describe the qualifications possessed to perform services under this engagement. Include information about pertinent prior experience, the number of years the firm has been in business, specialized expertise.

The Offeror shall:

- Provide a brief profile of the firm, including the types of services offered; the year founded; the form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and the total number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to the City.
- Describe specialized training, experience, and professional competence in the area directly related to the service being offered.
- Identify sub-consultants by company name, address, contact person, telephone number, and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.

3. Proposed Staffing and Organization:
This section of the proposal shall establish the method that will be used by the Offeror to provide requested services as well as identify key personnel assigned.

The Offeror shall:

- Provide the education, training, experience, and applicable professional credentials of the proposed Project Manager.
- Furnish brief resumes (two pages maximum per resume) for the proposed Project Manager and key personnel (including sub-consultants).
- Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.
- Include an organizational chart with clearly defined roles, lines of communication, and support services.
- Provide a table identifying the current availability of key staff and resources.
- Provide a list of areas of technical expertise with respect to the Statement of Work.

4. Relevant Experience & References:

For each professional service being proposed, the offeror shall:

Provide a minimum of three (3) references for completed work similar to that in the scope of services being offered within the last three (3) years. Reference projects should have been completed within the last four (4) years and similar to those described in this RFQ. Please include the following information:

1. Name of client.
2. Name and title of the client's primary contact.
3. Telephone number, fax number, email address, and mailing address of the client’s primary contact.
4. A brief description of the types of services provided, the location where the services were provided, and the dates of service.

5. Project Management System:

   In the Project Management System Area, it is highly recommended that the Offeror provide sufficient content and detail to answer completely the following:

   - Describe the firm's Quality Assurance and Quality Control procedures.
   - Describe the firm's tracking system to monitor project budget and scope.
   - Describe the firm's ability to provide interaction with clients and stakeholders.

6. Hourly Rate Schedule:

   In the Hourly Rate Schedule Area, the Offeror should complete the Hourly Rate Schedule by filling in the specialty, title, and description of the positions that will be required to complete the requirements of the Statement of Work that the Offeror is applying for in response to the RFQ. Also include all anticipated reimbursable costs to include direct costs (e.g. travel), and indirect costs (i.e. overhead and general and administrative costs).

7. Lawsuit/Litigation History:

   List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. Briefly state the nature of the action and the outcome.

8. Financial Interests:

   All existing and past financial relationships, including agreements between your firm and proposed subcontractors, with current members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past, and present. If there are none, the proposal shall clearly state this. The Members of the City Council can be viewed at:

   http://www.ci.santa-paula.ca.us/Council-Members.htm.

9. Public Works Contractor Registration Certification (DIR):

   If the Offeror is submitting for a service category that may be subject to prevailing wages, then a DIR number must be provided to the City.

Proposals must be signed by representatives of the company who have the authority to bind the company to its provisions. Responses shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of the City of Santa Paula and will not be returned. There will be no public bid opening. The City reserves the right to negotiate mutually acceptable service-related conditions, including cost.

INSTRUCTIONS

By submitting a response to this RFQ, the responding firm represents that it has thoroughly examined and become familiar with the services required in this RFQ and that it is capable of performing quality work to achieve the objectives of the RFQ.

Addenda

Any changes to the requirements will be made by written addenda to this RFQ. Any written addenda issued pertaining to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. The City of Santa Paula will not be bound to any modifications or deviations from the requirements set forth in this RFQ as the result of oral instructions.

Firms shall acknowledge receipt of addenda (if any) on the cover letter in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive. All addenda will be available on the City's website under the "Business & Development, Bids & RFPs" section.

Submission Of Proposals

A searchable pdf file of the proposal shall be submitted electronically, no later than 3:00 P.M. Wednesday, May 24, 2023 to:

Tatiana Arnaout, engineer@spcity.org

A proposal may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

Agreement/Contract Terms

The successful firms will be notified and placed on a short list of prequalified on-call engineering and professional consulting services consultants. When services are required, the City will choose the firms best suited for the tasks from the short list and award via separate contract with the City reflecting the terms and conditions of the SOQ in addition to the City's standard professional services agreement requirements. The short list will be valid for a period of three (3) years from the date of the original selection.

The firm shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.

Tentative Schedule

The following proposed project schedule is provided for reference only.

- Release RFQ April 12, 2023
- Deadline for receiving questions: May 17, 2023
- SOQ package due by: May 24, 2023 at 3:00 pm
- Interview (if City deems appropriate): 4th week of May 2023
- Consultants Notified/Selection (short list): 1st week of June 2023
- Council Review and Consideration: June 21, 2023

Selection Process

All proposals will be reviewed by a Selection Committee. The various selection criteria are summarized below. The City's final selection will not be dictated on any single factor, including price. A firm may be eliminated from consideration for failure to comply with any of the requirements of this RFQ, depending upon the critical nature of such requirements. Proposals will be evaluated on the criteria specified below:

1. Qualifications of the Firm (25 points) Technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
2. Proposed Team and Organization (25 Points) Qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
3. Past Experience and References (20 points) Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.
4. Quality Control (20 points) In this section, the Offeror must demonstrate sufficient content and detail to describe the firm's internal QA/QC procedures, a tracking system to monitor project budgets, scheduling programs/processes, etc. in order to deliver a timely, complete, accurate and on-budget project.
5. Proposal Presentation (10 points) Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

The City of Santa Paula reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process. During the evaluation period, the City may do any or all of the following:

- Generate a “short list” and conduct interviews with the top candidates;
- Conduct on-site visits and/or tours of the candidates’ places of business;

- Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

Oral Presentation/Interview: Respondents who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to the City of Santa Paula Public Works staff. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The City of Santa Paula will schedule the time and location of these presentations. Oral presentations are an option of the City of Santa Paula and may or may not be conducted.

Award

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Qualifications. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top-ranked Offeror, the City may enter into negotiations with the second-highest ranked Offeror, or the City may decide to call for new proposals.

Insurance Requirements

Insurance shall be obtained and maintained at all times during the term of the Professional Services Agreement, and not less than the following coverage and limits of insurance under forms of policies satisfactory to the City.

Proof of insurance shall be submitted before the award of the Professional Services Agreement. An example of an acceptable form of proof of insurance is enclosed (Exhibit B). The insurance company shall be an admitted carrier in the State of California with an A.M. Best rating of A-IV or better.

All insurance required pursuant to the Professional Services Agreement shall:

1. Name the City of Santa Paula, its employees, city council members, officers, and agents as additional insureds.

Specific provisions for insurance are set forth in the enclosed Professional Services Agreement template (Exhibit B).

The successful Consultant is required to obtain insurance, as set forth in the RFQ, with an insurer or insurers that are satisfactory to the City. Failure to meet the insurance requirements will result in the Consultant's disqualification. By signing and submitting a

proposal, the Consultant is certifying that it has reviewed the City's insurance coverage requirements and that the said insurance coverages will be obtained and be in force upon execution of a Professional Services Agreement with the City. The successful Consultant shall submit a completed certificate of insurance with the signed Professional Services Agreement.

Failure to respond to the RFQ requirements will result in the disqualification of the proposal as non-responsive to the RFP.

Right To Reject Any or All Proposals

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFQ. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses correspondence, proposals, reports, charts, displays, schedules, exhibits and other documentation or other information submitted to the City in response to this RFQ will become the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into.

The specifications included within the scope of work are intended to be as detailed as possible; however, respondents shall not take advantage of omissions or oversights in this document. The successful proposer shall supply products or services that meet or exceed the requirements of this document.

Prevailing Wage

Certain labor categories under this RFQ may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

Other

Severability: If any terms or provisions of this Request for Qualifications shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Right to Refuse: The City of Santa Paula reserves the right to retain a proposer it determines to be the most qualified (whether such proposer has submitted a qualifications statement in response to this RFQ or not) without competition if such action is deemed to be in the best interests of the City of Santa Paula. There is no guarantee that any proposer deemed qualified through this RFQ will, in fact, be awarded any services by the City of Santa Paula.

Secured Funding Disclaimer: The award of any contract is contingent upon securing funding, as identified in a future City Council approval and award of the specific Contract.

Assigning/Transferring of Agreement: Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the City of Santa Paula.

Evaluations of the proposals will be available for public inspection at the conclusion of the selection process. Submission of a proposal constitutes acceptance of the conditions contained in the RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the Professional Services Agreement.

Enclosures: Exhibit A – Certificate of Insurance
Exhibit B – Professional Services Agreement Sample

EXHIBIT A

ACORD™

CERTIFICATE OF LIABILITY

Date (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING ANY REQUIREMENTTERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAINTHE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				EACH OCCURRENCE Fire Damage (Any one time) Med Exp (Any one person) Personal & Adv Injury General Aggregate Products-Comp/Op AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY NON-OWNED AUTOS ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per accident) BODILY INJURY (Per person) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMIT E.I. EACH ACCIDENT E.I. DISEASE-EA EMPLOYEE E.I. DISEASE-POLICY LIMIT	$ $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION
CERTIFICATE HOLDER CITY OF SANTA PAULA PUBLIC WORKS DEPARTMENT P. O. BOX 569 SANTA PAULA, CA 93061-0569	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL * 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KNID UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE~~.

SAMPLE

[*MODEL - REMOVE THIS TITLE WHEN USED***]**

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ 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 [***INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.***], with its principal place of business at [***INSERT ADDRESS***] ("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 [***INSERT TYPE***] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the [***INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE***] project ("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 [***INSERT TYPE***] 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 [***INSERT DATE***] to [***INSERT DATE***], unless earlier terminated as provided herein. [***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.***] Consultant shall complete the Services within

the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[***INSERT AMOUNT WRITTEN OUT]** ($**[***INSERT NUMBER]**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such

licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA

requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

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

3.3.11 Insurance. [***CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE***]

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

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

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

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

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

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

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

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

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

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

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

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

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

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they

would have been protected had the policy or policies not contained a deductible or self-insured retention.

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must

include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant:	[***INSERT BUSINESS NAME***] [***INSERT STREET ADDRESS***] [***INSERT CITY STATE ZIP***] ATTN: [***INSERT NAME AND TITLE***]
City:	City of Santa Paula 970 Ventura Street Santa Paula, CA 93060 ATTN: [***INSERT NAME AND TITLE***]

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

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.

3.8 Federal Provisions. [***INCLUDE THIS SECTION ONLY IF FEMA FUNDED; DELETE OTHERWISE. IF FUNDED BY FEDERAL FUNDS OTHER THAN FROM FEMA, CONTACT THE CITY ATTORNEY'S OFFICE FOR ASSISTANCE***]

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the 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
[*INSERT NAME***]**

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

Approved By:

_____
[INSERT NAME]
[INSERT TITLE]

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

[INSERT NAME OF CONTRACTOR]

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

[***INSERT SCOPE***]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

[***INCLUDE THIS SECTION AND EXHIBIT ONLY IF FEMA FUNDED; DELETE OTHERWISE. IF FUNDED BY FEDERAL FUNDS OTHER THAN FEMA, CONTACT THE CITY ATTORNEY IF ASSISTANCE IS NEEDED***]

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation,

gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or

disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SCHEDULE OF SERVICES

[***INSERT SCHEDULE***]

EXHIBIT "C"
COMPENSATION

[***INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]

POLICY NUMBER: BUSINESS AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

BUSINESS AUTO COVERAGE FORM

It is agreed that the "Who Is An Insured" provision is amended to include as an Insured the person or organization designated below as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to any Liability arising out of the operation of covered autos on the additional insured premises described below;

2. The Named Insured is authorized to act for such additional insured in all matters pertaining to this insurance, including receipt of notice of cancellation;

3. Return premium, if any, shall be paid to Named Insured;

4. Nothing contained herein shall affect any right of recovery as a claimant which the additional Insured would have if not designated as such.

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

SAMPLE

POLICY NUMBER: COMMERCIAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS [Form B]

This endorsement modifies insurance provided under the following:

THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the Person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

SAMPLE

ENDORSEMENT No.: EXHIBIT 1-A

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, agents & volunteers.

2. This insurance shall be **PRIMARY** as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's Scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be cancelled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the Entity.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

_____
Signature-Authorized Representative

_____

_____
Address

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: AMENDMENTS TO VENTURA REGIONAL SANITATION DISTRICT OPERATION AND MAINTENANCE CONTRACTS

Date: June 21, 2023

Agenda Item: 10.O

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 2 to VRSD Contract No. 21-004, Agreement for Wastewater Facility Operation, Management, and Maintenance Between City of Santa Paula and Ventura Regional Sanitation District (VRSD) contingent on VRSD Board approval.
2. Authorize the City Manager to execute Amendment No. 3 to VRSD Contract No. 19-005, Wastewater Collection System and Stormwater Sewer System Maintenance Agreement By and Between the City of Santa Paula and Ventura Regional Sanitation District (VRSD) contingent on VRSD Board approval.

BACKGROUND:

City's Wastewater Collection System and Storm Drain System (WCS):

The City owns a wastewater collection system of approximately five square miles, delivered by gravity flow to the City's Water Recycling Facility (WRF) for treatment and disposal. The wastewater collection system consists of approximately 60 miles of collection lines, with pipeline diameters from 6 to 24 inches, 0.5 miles of force mains, 1190 manholes and two lift stations. The City also owns an extensive system of curb gutters, storm drains, and catch basins as part of its storm drain system.

In February of 2014, the City contracted with American Water (AWOM) to maintain the wastewater collection system; later AWOM sold its contract interests with the City to Veolia North America. The agreement with AWOM/Veolia North America ended December 2018 and was immediately replaced with a temporary, month-to-month service agreement with VRSD. VRSD is a regional non-tax supported public agency providing sanitation services throughout Ventura County including private and public entities.

On March 20, 2019, the City entered into a multi-year agreement with VRSD to operate and maintain the City's wastewater collection and storm drain systems (Contract No. 19-005).

Amendment No. 1 to Contract No. 19-005 was approved on November 19, 2020. The amendment aligned the annual contract term with the fiscal year calendar and extended the agreement end date from March 31, 2023, to June 30, 2023. Amendment No. 2 to Contact No. 19-005 was approved on May 18, 2022. The amendment defined the contract amount for FY 2022-23 as $575,821 and extended the agreement end date to June 30, 2027.

Water Recycling Facility (WRF):

The City is the owner of a publicly owned water recycling facility (WRF). The WRF is sited on a 50-acre parcel located at 920 Corporation Street, and is designed to treat wastewater flows up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD.

On April 7, 2021, the City Council approved an Operations, Management and Maintenance Agreement ("OMM Agreement") (VRSD Contract No. 21-004) with VRSD to provide services for the WRF. Subsequently, the VRSD Board approved Contract No. 21-004 at their April 15, 2021 meeting.

On April 16, 2021, VRSD assumed staffing operations from the previous contracted staffing operator (Veolia North America) for the City for a term from April 15, 2021 to June 30, 2022.

Amendment No. 1 to VRSD Contract No. 21-004 was approved on May 18, 2022. The amendment defined the contract amount for FY 2022-23 as $1,171,920 and extended the agreement end date to June 30, 2027.

ANALYSIS:

On May 4, 2023, Staff sent a letter to VRSD requesting that they review projected costs for their services through the end of FY 2022-2023.

WCS (VRSD Contract No. 19-005):

In FY 2022-2023 VRSD's services under their WCS contract included responding to DigAlert requests (an essential service), providing utility locating and marking services for the sewer and storm drain systems. VRSD has provided this service for the City since the beginning of their contract; prior to VRSD these services were provided by Veolia and/or Streets crew personnel.

DigAlert services over the last few years have exceeded the amount of effort that was anticipated under VRSD's current contract, with approximately 1,600 callouts per year. This can be attributed to the large volume of construction projects that have occurred in the City over the last few years in the post-pandemic increase in construction activities. DigAlerts require rapid response, necessitating VRSD to mobilize in a short timeframe (within 48 hours, required by state law) in order to mark sewer and stormwater pipeline locations to avoid them being damaged during construction activities. VRSD is able to provide this service efficiently, avoiding the need to mobilize City Streets personnel and remove them from their normal work.
Due to the larger-than-anticipated number of DigAlert callouts during FY 22/23, staff is recommending Council approve WCS Amendment No. 3 to retroactively increase the current not-to-exceed amount by $114,531 for DigAlert services to meet VRSD's anticipated fiscal year-end costs.

Also during FY 22/23, VRSD provided additional services to investigate odor issues and provide repair services at the Arbor Executive Homes lift station and surrounding collections system located at Cliff Drive at the City's request. The work at Cliff Drive was unanticipated but performed due to the emergent need to mitigate odor issues and the public outcry for immediate response. VRSD has provided a breakdown of the costs related to these services, with the additional costs for the work on Cliff Drive being $76,669.

VRSD also provided additional investigative services (CCTV probes) during and following the drainage pipe collapse on 6th Street that occurred on March 1, 2023. Excessive rainfall volumes caused the pipe to collapse creating a large sinkhole when the overlaying pavement collapsed adjacent to the Santa Paula High School. In the abundance of caution, staff requested VRSD to conduct a CCTV investigation of all storm drainage pipes of the surrounding street infrastructure. VRSD has provided a breakdown of the costs for these additional services totaling $45,785.50.

The requested DigAlert amendment and additional work on Cliff Drive add up to a total of $191,200. This additional cost is included in the requested amendment amount. The additional investigative services associated with the Santa Paula High School sinkhole are not included in the requested amendment amount, but illustrate a significant, unforeseen event and related expense that contributed to the overage in annual budgeted expenditures.

Staff and legal counsels for the City and VRSD tentatively agreed to language for WCS Contract Amendment No. 3. City's legal counsel has since added a provision (#5 below) that VRSD has not yet considered. As of the writing of this report, the VRSD Board is scheduled to consider WCS Amendment No. 3 on June 29, 2023. City Council's approval of this amendment is understood to be contingent on the approval of VRSD's Board.

To account for the FY 22/23 additional expenses that were not included in the existing contract and based on VRSD cost estimates and anticipated scope of work in future fiscal years, the WCS Contract Amendment No. 3 (Exhibit A) would:

1. Retroactively increase the current not-to-exceed amount for FY 2022-23 from $575,821 to $767,021 to include funds for additional work on DigAlert services and for Cliff Drive investigations and repairs.
2. Increase the current not-to-exceed amount for FY 2023-24 to $740,066 to include projected costs to provide continued DigAlert services.
3. Update VRSD's hourly rates for FY 23/24 to be automatically adjusted each year by CPI, but in no event more than 5%.
4. Establish an annual fee schedule reflecting the not-to-exceed amounts from FY 2020/21 through FY 26/27.
5. Add language that City's payment obligations are contingent on the City's approved budgets.

Staff has investigated other contract service providers (such as Utiliquest and C-Below) that could be contracted with for DigAlert services for FY 2023-24 and future years, and were not able to find a more cost-effective approach compared to continuing to utilize VRSD for these services, and there is not City staff available to provide DigAlert responses.

<u>WRF Operations, Management and Maintenance Agreement (VRSD Contract No. 21-004):</u>

In FY 2022-2023 VRSD provided materials, equipment, supplies, and outside contract services that were not permitted by their original WRF OMM Agreement, unless staff obtained proper approvals first. City staff has requested such purchases over the course of FY 2022-2023, including but not limited to ongoing forklift rentals, tank diving services, and purchase of equipment and services on emergency basis. This resulted in an additional $84,297 in funds above the contract amount for FY 2022-23 being needed to complete the fiscal year.

Staff and legal counsels for the City and VRSD tentatively agreed to language in a draft of OMM Contract Amendment No. 2. City's legal counsel has since added a provision (#6 below) that VRSD has not yet considered. As of the writing of this report, the VRSD Board is scheduled to consider a proposed OMM Amendment No. 2 on June 29, 2023. City Council's approval of the amendment is understood to be contingent on the approval of VRSD's Board.

To account for the FY 22/23 additional expenses and services that were not included in the existing contract and based on VRSD cost estimates and anticipated scope of work in future fiscal years, OMM Amendment No. 2 (Exhibit B) would:

1. Extend the term to June 20, 2027.
2. Retroactively increase the current not-to-exceed amount for FY 2022-23 from $1,171,920 to $1,256,217 to include funds for additional materials, supplies, and outside services (an additional $84,297 for FY 2023-24).
3. Increase the current not-to-exceed amount for FY 2023-24 to $1,381,699 including projected costs to provide additional materials, supplies, outside services, and maintenance of the MaintStar system (an additional $86,320 for FY 2023-24).
4. Revise the scope of services to include maintenance and upkeep of the City's asset management system (MaintStar) for the WRF.
5. Update VRSD's hourly rates for FY 23/24 to be automatically adjusted each year by CPI, but in no event more than 5%.
6. Add language that City's payment obligations are contingent on the City's approved budgets.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, it will facilitate the continued operation of wastewater collections and treatment for City residents and businesses.

FISCAL IMPACTS:

The Sewer Enterprise Fund will fund all costs related to both Amendments.

Costs for WCS work performed under Amendment No. 3 to VRSD Contract No. 19-005 for FY 2022-23 are $767,021 and for FY 2023-24 are $740,066. Rates can be adjusted annually for inflation, in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI), from a minimum of 0% to a maximum of 5%.

Costs for WRF work performed under Amendment No. 2 to VRSD Contract No. 21-004 for FY 2022-23 are $1,256,217 and for FY 2023-24 are $1,381,699. Similar to Contract No. 19-005, rates can be adjusted annually for inflation, in accordance with the CPI, from a minimum of 0% to a maximum of 5%.

OPTIONS:

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

1. Do not authorize the City Manager to execute WCS Amendment No. 2 and/or WRF Amendment No. 3 and direct staff to renegotiate one or more terms in the Amendments with VRSD. If the VRSD Board and City Council cannot agree to the revised Amendment(s) terms before June 30, 2023, the WRF and/or WCS would potentially be operating without a designated Chief Plant Operator and O&M Contractor. This could have catastrophic results, including the levying of fines against the City by the LARWQCB and other agencies of jurisdiction.
2. Authorize the respective Amendments but request staff return with alternatives to the DigAlert and MaintStar asset management implementation.

ATTACHMENTS:

Exhibit A - Amendment No. 3 to VRSD Contract No. 19-005.pdf
Exhibit B - Amendment No. 2 to VRSD Contract No. 21-004.pdf

EXHIBIT B

Amendment No. 3 to VRSD Contract No. 19-005

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to that certain WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated March 20, 2019 ("ORIGINAL AGREEMENT") is made and entered into this ____ day of June 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, ("DISTRICT") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") (each a "Party"; and together, the "Parties".

RECITALS

A. On March 20, 2019, DISTRICT and CITY entered into the ORIGINAL AGREEMENT, wherein DISTRICT agreed to service and maintain the CITY's wastewater collection system and separate stormwater sewer system.

B. On November 19, 2020, CITY and DISTRICT entered into AMENDMENT NO. 1 to the AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2023 to align with the fiscal year ("FY") and made corresponding amendments to the Base Annual Fee schedule, attached as Exhibit A-2 to the ORIGINAL AGREEMENT, including an increase to the total four-year contract amount from $1,416,201 to $1,542,201, an $81,000 increase.

C. On May 18, 2022, CITY and DISTRICT entered into AMENDMENT NO. 2 to the ORIGINAL AGREEMENT. AMENDMENT NO. 2 extended the end date of the ORIGINAL AGREEMENT to June 30, 2027, increased the contract amount for FY 2022-2023 (i.e. Contract Year 4) to $575,821, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment, required rebates to customers under certain conditions, and revised the grounds and conditions for termination.

D. As used hereafter, the term "AGREEMENT" shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1 and AMENDMENT NO. 2.

E. The Parties have determined that it is necessary to amend the AGREEMENT to help DISTRICT to continue offering cost-effective, essential, public services to public agency wastewater clients, including CITY.

F. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 3 to increase DISTRICT compensation for FY 2022-2023 and FY 2023-2024, update DISTRICT hourly fees, expand the scope of services, and clarify the base annual fee for DISTRICT services.

G. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, based upon valuable consideration below and the Recitals above, it is mutually agreed by and between the Parties, in accordance with Section 18 of the Agreement, that the Agreement will be amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. The term CONTRACTOR is hereby replaced with the term "DISTRICT."
2. Section 1 is hereby amended in its entirety to read as follows:

"**1. CONSIDERATION or PAYMENT for SERVICES.**

A. DISTRICT agrees to perform the work listed in the SCOPE OF SERVICES in Section 3 and Exhibit B (the "Services"), below, on a time and materials basis and CITY agrees to pay DISTRICT the entire cost to DISTRICT of performing the Services which shall be $767,021 for FY 2022-2023 and $740,066 for FY 2023-2024. CITY shall be billed only for costs incurred. CITY shall not be billed for costs exceeding total written authorization and DISTRICT shall not be obligated to perform work in excess of written authorization from CITY. For this Agreement, the entire cost to CITY shall include:

(1) For personnel services (for FY 2023-2024), the DISTRICT billing rate associated with the classification of each individual performing services, as shown in Exhibit "A-3" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Section 1.F., below, each year thereafter.

(2) For purchase of supplies, equipment, and services, the actual cost of the plus a fifteen percent (15%) markup.

(3) For provision of equipment and machinery (for FY 2023-2024), the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "A-3" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Section 1.F., below, each year thereafter.

B. Compensation for Services. DISTRICT shall submit a monthly statement for its services accompanied with a letter of explanation. CITY shall reimburse DISTRICT for expenses within 30 days of the receipt of the statement.

C. Existing Fixed Assets. All existing CITY fixed assets, rolling stock, inventory and supplies of and accessory to the CITY facilities are and will remain the property of CITY. DISTRICT is acting solely as an agent on behalf of CITY in its acquisition, use, and disposition of such items. DISTRICT shall not enter into contracts for acquisition or disposal of CITY fixed assets without prior approval of CITY.

D. Records. DISTRICT shall maintain all accounting in conformance with generally accepted accounting principles and all applicable laws and regulations.

E. Examination of Records. DISTRICT agrees that CLIENT shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of DISTRICT and of all the transactions relating to this agreement.

F. Rates shown in Exhibit A-3 shall be adjusted annually for inflation, in line with DISTRICT 's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be between zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either CITY or DISTRICT may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties."

3. Amendment No. 2 inadvertently replaced Exhibit "B" to the Original Agreement ("Location and Description of the Wastewater Collection System/Scope of Services for City's Wastewater Collection System and Stormwater Sewer System") with Exhibit B to Amendment No. 2. ("Ventura Regional Sanitation District Proposed Hourly Rates-Revised 12/09/21, July 1, 2022 Through June 30, 2023/Ventura Regional Sanitation District Equipment & Supply (Consumable) Rates-Proposed, July 1, 2022 Through June 30, 2023"). Exhibit B to the Original Agreement is hereby added back to the Original Agreement.

4. Exhibit A to this Amendment No. 3 is hereby added to the Original Agreement as Exhibit "A-3", and incorporated by this reference. Exhibit "A-3" consists of District's (1) FY 22/23 hourly rates and equipment & supply (consumable) rates and (2) FY 23/24 hourly rates and equipment & supply (consumable) rates.

5. Exhibit "A-2" ("Base Annual Fee") to the Original Agreement is hereby amended in its entirety to read as follows:

"The Annual Fee in the first Contract Year, defined as April 1, 2019 to June 30, 2020, is an amount equal to and not to exceed $444,925. The Annual Fee not-to-exceed amount for each subsequent Contract Year during the Term is:

Contract Year	**Contract Date**	**Amount**
Contract Year 2	July 1, 2020 to June 30, 2021	$363,420
Contract Year 3	July 1, 2021 to June 30, 2022	$370,689
Contract Year 4	July 1, 2022 to June 30, 2023	$767,021
Contract Year 5	July 1, 2023 to June 30, 2024	$740,066
Contract Year 6	July 1, 2024 to June 30, 2025	$777,069
Contract Year 7	July 1, 2025 to June 30, 2026	$815,923
Contract Year 8	July 1, 2026 to June 30, 2027	$856,719
TOTAL EIGHT-YEAR EXPENSE		$4,320,218

District operates as a time and materials district so the City is only billed when the Staff is onsite and working. District does not have a flat monthly fee. Should District complete a project faster than estimated, the cost will be less than the proposal. Should the project take longer to complete, District will inform the City and seek approval for the cost overrun."

6. Unless the City Manager or City Council, as applicable, makes an exception in writing, the City's payment obligations are contingent on future budgets. "Future budgets" shall mean budgets approved by Council following the effective date of this Amendment No. 3.

7. **Integration.** This Amendment No. 3 reflects the complete understanding of the Parties with respect to the subject matter hereof. To the extent this Amendment No. 3 conflicts with the Agreement (as defined in Recital D), Amendment No. 3 supersedes the Agreement. In all other respects, the Parties hereto re-affirm and ratify all other provisions of the Agreement. From and after the Effective Date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Original Agreement as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3. Attached as Exhibit B to this Amendment No. 3 is the Original Agreement (VRSD Contract No. No. 19-005), Amendment No. 1, and Amendment No. 2, incorporated herein by this reference.

8. **Counterparts.** This Amendment No. 3 may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

9. **Authority**. The person or persons executing this Amendment No. 3 on behalf of the respective Parties warrant and represent that they have the authority to execute this Amendment No. 3 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written ("Effective Date").

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
Interim City Attorney

VENTURA REGIONAL SANITATION DISTRICT

_____
Kevin Kildee,
Chairman of the Board

ATTEST

_____
Juliet Rodriguez,
Clerk of the Board

List of Exhibits:

A. VRSD Hourly Billable Rates FY 2022-2023, VRSD Equipment and Supply (Consumable) Rates FY 2022-2023, Hourly Billable Rates FY 2023-2024, and VRSD Equipment and Supply (Consumable) Rates FY 2023-2024
B. VRSD Contract No. 19-005, Amendment No. 1, and Amendment No. 2

EXHIBIT A

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

(Charges and Hourly Rates)

[Attached behind]

EXHIBIT B

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

(VRSD Contract No. 19-005, Amendments Nos. 1 & 2)

[Attached behind]

EXHIBIT A

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

(Charges and Hourly Rates)

[Attached behind]

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES
JULY 1, 2023 THROUGH JUNE 30, 2024

			FY 2023		FY 2024	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resource Technician	$58	$87	$61	$92
CA	107	Human Resource Analyst	NA	NA	$83	$125
CA	601	Fiscal Assistant	$56	$84	$59	$89
CA	605	Senior Fiscal Assistant	$56	$84	$59	$89
CA	208	Executive Assistant/Clerk of the Board	$74	$111	$78	$117
CA	112	Safety Officer	$96	NA	$101	NA
CA	607	Accountant	$79	NA	$83	NA
CA	608	Senior Accountant	$117	NA	$123	NA
CA	103	Management Analyst	NA	NA	$83	NA
CA	111	Human Resources Manager	$102	NA	$107	NA
CA	502	Director of Finance	$153	NA	$161	NA
CA	506	Director of Operations	$138	NA	$145	NA
CA	501	General Manager	$172	NA	$181	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$128	$192	$134	$201
WWW	207	Administrative Assistant	$128	$192	$134	$201
WWW	908	W/WW Worker	$142	$213	$149	$224
WWW	911	Electrical/Mechanical Worker	$154	$231	$162	$243
WWW	916	W/WW Operator in Training	$154	$231	$162	$243
WWW	905	W/WW Treatment Operator I	$154	$231	$162	$243
WWW	906	W/WW Treatment Operator II	$154	$231	$162	$243
WWW	910	W/WW Treatment Operator III	$154	$231	$162	$243
WWW	913	W/WW Treatment Operator IV	$154	$231	$162	$243
WWW	914	W/WW Treatment Operator V	$154	$231	$162	$243
WWW	450	Environmental Resource Analyst	$191	$287	$201	$302
WWW	901	Instrumentation Technician	$164	$246	$172	$258
WWW	915	Electrical & Instrumentation Control Supervisor	$164	NA	$172	NA
WWW	720	W/WW Operations Supervisor	$161	NA	$169	NA
WWW	723	W/WW Operations Superintendent	$161	NA	$169	NA
SW	820	Solid Waste Equipment Operator	$154	$231	$162	$243
SW	314	Engineering Technician	$164	$246	$172	$258
SW	320	Engineer	$161	NA	$169	NA
SW	315	Senior Engineer	$161	NA	$169	NA
SW	319	Senior Engineering Technician	$164	$246	$172	$258

• EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).

• OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).

• OVERHEAD RATES APPLIED, AS FOLLOWS: All other services 15%

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2023 THROUGH JUNE 30, 2024

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Air Compressor				$162		
Airless Sprayer Epic 660E				$57		
Bulldog Nozzle		$41				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$32		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$81		
Compressor, Air				$162		
Computer, Laptop				$81		
Concrete Mixer				$81		
Confined Space Tripod/Harness System w/air blower				$81		
Debris Catcher				$41		
Digital Manometer		$2				
Epoxy Injection Machine				$503		
Fleet Vehicle Use (mileage)	$1.63					
Fuel Filtering System				$89		
Gas Analyzer (GEM)						$370
Gas Scope (meter)		$32				
Generator - 2kw				$41		
Generator - 5kw				$41		
Generator - 70kw				$162		
Grunfos Control Box		$24				
Hand Tools				$16		
Laptop computer				$81		
Laser Alignment Equipment				$122		
Lateral Camera (use = each lateral)		$162				
Load Bank				$73		
Line Locator (Detector)				$41		
Manhole Rehab Equipment per vertical foot		$105.40/vft				
Metal Detector (Locator)				$41		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$32				
Mule (ATV)						$454
Oil System				$65		
Peristolic Pump		$32				
pH, Field Tests		$8				
Polymixer						$211
Portable Hydrorodder				$608		
Portable Welder				$32		
Pressure Washer			$8	$65		
Pressure Washer - High Pressure/Hot Water				$89		

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2023 THROUGH JUNE 30, 2024

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Pulse Air System				$89		
Pump - 3" Pump				$65		
Pump - 4" Godwin				$162	$908	$3,650
Pump - 4" Trailer-Mounted Pump				$97	$545	$2,190
Pump - Dewatering Pump (Potable)				$81	$243	$649
Pump - Diaphragm Pump				$162	$908	$3,650
Pump - King Pump				$162	$908	$3,650
Pump - Trash Pump, 6"				$162	$908	$3,650
Pumper Trailer				$81		
Push Camera				$122		
Root Saw or Chain Scraper				$41		
Sampler - Automatic (ISCO)		$49				
Sandblaster				$73		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$48-$211		
Sprayer, Airless and Manhole				$162		
Sprayer, Extreme Airless				$406		
Test Bench, Water (Ford)						$406
Traffic Control Items (cones/signs)				$49		
Vactor with Chase Truck (for traffic control) *			$122	$937		
Vactor without Chase Truck *			$101	$892		
Vacuum Truck *				$511		
Vehicle - MULE (all terrain vehicle)						$454
Vehicle - Standby Truck w/crane, pump, & tank		$41				
Vehicle or Forklift				$41		
Video Inspection Vehicle (TV Van) *				$511		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$97		
Well Control Box (pump controller-QED)		$16				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Bailers & Disposable supplies (filters)		$24				
Consumables				$5		
Float Switch		$86				
Float Weight		$16				

FY2025 Equipment Rates: shall be set by adjusting the prior year's equipment rates for inflation in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI), for a maximum allowable increase of 5%. CPI shall be defined as the index for All Urban Consumers for Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

EXHIBIT B

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

(VRSD Contract No. 19-005, Amendments Nos. 1 & 2)

[Attached behind]

AMENDMENT NO. 2 TO VRSD CONTRACT NO. 19-005
WASTEWATER COLLECTION SYSTEM AND STORMWATER
SEWER SYSTEM MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

This Second Amendment ("Amendment No. 2") to the Wastewater Collection System and Stormwater Sewer System Maintenance Agreement is made and entered into this 18th day of MAY, 2022 by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq* ("CONTRACTOR"). Together, CONTRACTOR and CITY are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

RECITALS.

A. CITY and CONTRACTOR entered a Wastewater Collection System and Stormwater Sewer System Maintenance Agreement dated March 20, 2019 ("Agreement"), whereby CONTRACTOR agreed to manage, operate, and maintain the CITY's wastewater collection system and separate stormwater sewer system;

B. CITY and CONTRACTOR entered into an amendment to the Agreement dated November 19, 2020, to revise the performance/contract term and additional compensation;

C. CITY and CONTRACTOR have determined that this Amendment No. 2 helps CONTRACTOR continue offering cost-effective, essential, public services to public agency wastewater clients; and

D. CITY and CONTRACTOR now desire to amend the Agreement for a second time to extend the term of the Agreement and alter the termination and compensation provisions.

NOW, THEREFORE, based on the valuable and adequate consideration set forth below and the Recitals stated above, the Parties mutually agree to be bound by the following Amendment terms and conditions to the Agreement.

1. TERMS.

1.1 Amendment.

(a) The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

"1. CONSIDERATION or PAYMENT for SERVICES

CITY shall pay to CONTRACTOR the entire cost to CONTRACTOR of performing the

Services which shall be $ 575,821 for FY 2022-23. CITY shall be billed only for costs incurred. CITY shall not be billed for costs exceeding total written authorization and CONTRACTOR shall not be obligated to perform work in excess of written authorization from CITY. For this Agreement, the entire cost to CITY shall include:

A. For personnel services (for FY 2022-2023), CONTRACTOR billing rate associated with the classification of each individual performing services, as shown in Exhibit "B" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Article 4.6 each year, thereafter.

B. For purchase of supplies, equipment, and services, the actual cost plus a fifteen percent (15%) markup.

C. For provision of equipment and machinery (for FY 2022-2023), the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "B" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Article 4.6 each year, thereafter.

D. Compensation for Services. CONTRACTOR shall submit a monthly statement for its services accompanied with a letter of explanation. CITY shall reimburse CONTRACTOR for expenses within 30 days of the receipt of the statement.

E. Existing Fixed Assets. All existing CITY fixed assets, rolling stock, inventory and supplies of and accessory to the CITY facilities are and will remain the property of CITY. CONTRACTOR is acting solely as an agent on behalf of CITY in its acquisition, use, and disposition of such items. CONTRACTOR shall not enter into contracts for acquisition or disposal of CITY fixed assets without prior approval of CITY.

F. Records. CONTRACTOR shall maintain all accounting in conformance with generally accepted accounting principles and all applicable laws and regulations.

G. Examination of Records. CONTRACTOR agrees that CITY shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR and of all the transactions relating to this Agreement.

H. Rates shown in Exhibit B shall be adjusted annually for inflation, in line with CONTRACTOR's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be between zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either CITY or CONTRACTOR may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and

mutually agreed to by the Parties."

"I. CONTRACTOR has calculated the hourly employee rates and equipment rental rates in Exhibit B based on estimated level of service commitments by five public sector clients, which could change over time. Within six months of the conclusion of each fiscal year, CONTRACTOR will perform an analysis to determine if a rebate is warranted for all water and wastewater customers for that fiscal year. A rebate in the form of a credit for future services will be provided to each customer, including CITY, prorated on revenues generated during the corresponding fiscal year. In order for a rebate to be warranted in any given fiscal year, all of the following conditions must be met:

a. Revenues generated from water and wastewater services provided by CONTRACTOR exceed the costs to CONTRACTOR of providing those services;

b. Cashflows maintained in the water/wastewater fund exceed 60-days of budgeted annual operating expenses for the following fiscal year; and

c. Cashflows are on target to meet all capital purchase needs."

For purposes exclusively of Section 1.I., the term "cashflow" shall mean the CONTRACTOR's unrestricted cash and cash equivalent balances at June 30th.

"2. TERM. The term of this Agreement will be from April 1, 2019, to June 30, 2027. The Agreement may be amended upon mutual consent of the Parties."

"8. TERMINATION

A. This Agreement may be terminated by CITY upon the following terms and conditions:

CITY may terminate this Agreement in the event of a material default by CONTRACTOR in any of CONTRACTOR's obligations hereunder. For purposes of this Agreement, a material default shall be defined as CONTRACTOR's failure to perform any of the obligations contained in Article 3: Scope of Services herein. Such termination by CITY shall be effective 60 days after CONTRACTOR's receipt of written notice from CITY specifying the default. Termination of this Agreement because of a material default of CITY shall not relieve CONTRACTOR from liability for such default. In case of termination of this Agreement by CITY for material default of CONTRACTOR, CONTRACTOR shall be entitled to amounts actually earned as of the date of the default.

B. This Agreement may be terminated by CONTRACTOR upon the following terms and conditions:

CONTRACTOR may terminate this Agreement in the event of a material default by CITY in any of CITY's obligations hereunder. For purposes of this Agreement, a material default shall be defined as CITY's failure to perform any of the obligations contained in ARTICLE 1: Payment for Services. Such termination by

CONTRACTOR shall be effective 60 days after CITY's receipt of written notice from CONTRACTOR specifying the default. Termination of this Agreement because of a material default of CITY shall not relieve CITY from liability for such default or for payment to CONTRACTOR for services rendered up to the date of termination."

(b) The following should be added to Exhibit "B" of the Agreement:

"CONTRACTOR shall adhere to and implement applicable Collection System Requirements, as set forth in RWQCB Order No. R4-2018-0022, VI. Provisions N., including SWRCB Order No. 2006-003-DWQ and any subsequently adopted SWRCB General Order superseding said Order.

CONTRACTOR shall adhere to and implement applicable Storm Drain Requirements, as set forth in RWQCB Order No. R4-2021-0105 (Regional MS4 WDR and NPDES Permit for the Los Angeles Region)."

(c) The Parties acknowledge and agree that the following language shall be added to Article 8 of the Agreement:

"G. Termination without Cause. At any time during the term of this Agreement, either CITY or CONTRACTOR may terminate this Agreement for any reason by providing the other with a 120-day written notice in accordance with Article 11."

1.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

1.3 Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the date first herein above written.

VENTURA REGIONAL SANITATION DISTRICT

By: Laura Hernandez
Laura Hernandez (May 8, 2022 18:37 PDT)

LAURA HERNANDEZ
Chairman of the Board

ATTEST

By Juliet Rodriguez
Juliet Rodriguez (May 5, 2022 16:20 PDT)

JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM
ARNOLD LaROCHELLE
MATHEWS, VANCONAS & ZIRBEL, LLP

By
Robert Kwong (May 5, 2022 16:36 PDT)

ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By

CHRIS THEISEN
General Manager

CITY OF SANTA PAULA

By:

JENNY CROSSWHITE
Mayor

ATTEST

By

JULIE LATSHAW
City Clerk

APPROVED AS TO FORM
BEST BEST & KRIEGER

By

JOHN COTTI
City Attorney

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

65283.00007\35029883.1

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	Pos.	Title	Hourly	OT	Hourly	OT
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	Pos.	Title	Hourly	OT	Hourly	OT
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

AMENDMENT NO. 1 TO WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

This AMENDMENT to the above-entitled AGREEMENT is made and entered into this 19th day of November 2020, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.*, ("DISTRICT") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY"). Together, DISTRICT and CITY shall be referred to herein as Parties.

RECITALS

A. On March 20, 2019, DISTRICT and CITY entered into the AGREEMENT, wherein DISTRICT agreed to service and maintain the CITY's wastewater collection system and separate stormwater sewer system; and

B. The term of the AGREEMENT is from April 1, 2019 to March 31, 2023; and

C. CITY would like to realign the end date of this AGREEMENT to coincide with its fiscal year calendar which begins on July 1 and ends on June 30th; and

D. DISTRICT and CITY have determined that, in order for this realignment of AGREEMENT term end date to coincide with the CITY's fiscal year end date, this AMENDMENT is necessary and that corresponding changes to the total compensation are also necessary; and

E. DISTRICT and CITY have also determined that a revised time for performance/contract term and additional compensation can be accomplished by amending the AGREEMENT accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Articles 2 and18 of the AGREEMENT governing modification of the AGREEMENT, as follows:

1. The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

   Article 2: TERM

   The term of this Agreement will be from April 1, 2019 to June 30, 2023. The Agreement may be amended upon mutual consent of the Parties.

   AGREEMENT EXHIBIT A-2: BASE ANNUAL FEE

Contract Year 2	$363,420
Contract Year 3	$370,689
Contract Year 4	$363,167
Total Four-Year Expense	$1,542,201

2. **Integrated Contract.** A copy of the original Agreement is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

By Bert E Perello 11-19-20
BERT PERELLO
Chairman of the Board

ATTEST

By Juliet Rodriguez
Juliet Rodriguez (Oct 28, 2021 14:37 PDT)
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By RobertNKwong
RobertNKwong (Oct 28, 2021 15:23 PDT)
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By
CHRIS THEISEN
General Manager

CITY OF SANTA PAULA

By
Dan Singer,
City Manager

ATTEST:

By Rose Chaparro, City Clerk
Rose Chaparro,
Deputy City Clerk

APPROVED AS TO FORM

By
John Cotti,
City Attorney

CITY OF SANTA PAULA
INCORPORATED
APRIL 22, 1902
VENTURA COUNTY, CA

EXHIBIT 1

CONTRACT # 19-01330

VRSD Contract # 19-005

RECEIVED

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

2019 MAR -3 PM 3:

VENTURA REGIONAL SANITATION DISTRICT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 20TH day of March, 2019, ("Effective Date") by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") and Ventura Regional Sanitation District, a special district authorized and organized pursuant to California Health & Safety Code §4700 et seq. ("CONTRACTOR"). Together, CITY and CONTRACTOR shall be referred to herein as Parties.

RECITALS

WHEREAS, the CITY owns and operates a wastewater sewer collection system that is connected to its wastewater treatment plant as well as a separate stormwater sewer system; and

WHEREAS, the CITY has issued a Request For Proposals for a contractor with knowledge and experience in servicing and maintaining a municipal sanitary sewer collection system and a stormwater sewer system so that they provide essential public services to their customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits; and

WHEREAS, the CONTRACTOR has the requisite knowledge and experience in servicing and maintaining municipal sanitary or wastewater sewer collection systems and separate stormwater sewer systems so that they provide essential public services to their customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits; and

WHEREAS, the CITY, based upon the CONTRACTOR's representations and qualifications, selected CONTRACTOR to service and maintain its wastewater collection system and separate stormwater sewer system; and

WHEREAS, the CITY and CONTRACTOR agree to be bound by the terms and conditions of this AGREEMENT and its Exhibits, which are incorporated herein by reference, based upon the foregoing Recitals and the valuable consideration set forth below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **CONSIDERATION or PAYMENT for SERVICES.**

A. CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES in Section 3 and Exhibit B, below, on a time and materials basis and CITY agrees to pay CONTRACTOR for time spent on this Agreement in accordance with the rates set forth in the attached Exhibit "A-2," which is incorporated herein by reference. CITY will pay the monthly invoiced amount to CONTRACTOR promptly, but not later than thirty (30) days after receiving CONTRACTOR's invoice.

B. CONTRACTOR shall submit signed original invoices once each month for services provided by contractor using the rates in A-2 of this Agreement and indicating the service performed during the period for which the invoice is being submitted. The City shall pay invoice 30 days after receipt of the invoice.

C. It is agreed that in the event of any dispute concerning the invoiced amount, City will pay undisputed invoice amounts within 30 days after receipt of the invoice. City and CONTRACTOR agree to resolve any disputed invoice amounts as expeditiously as possible in accordance with Section 26 below.

2. TERM. The term of this Agreement will be from April 1, 2019 to March 31, 2023. The Agreement may be amended upon mutual consent of the Parties.

3. **SCOPE OF SERVICES.**

A. CONTRACTOR agrees to provide the services necessary for the management, operation, and maintenance of the following, which shall collectively be referred to as the "Wastewater Collection System":

(1) All equipment, grounds, and facilities now existing within the current property boundaries of pump stations described as follows: (a) Lemonwood Industrial Park Lift Station, located on Quail Court, Santa Paula, serving the industrial park south of Highway 126 and east of the Santa Paula Creek; and (b) Harding Park Lift Station, located in Harding Park, serving a restroom facility located at the baseball field south of Harvard Boulevard and east of South Eight Street.

(2) 316,800 feet of gravity sanitary sewer lines, 0.5 miles of force mainlines, and 1190 manholes in service on the effective date of this AGREEMENT. Lateral sewer lines are excluded from this definition and not included in CONTRACTOR'S scope of services.

B. CONTRACTOR agrees to perform services listed in the attached Exhibit "B," which is incorporated by reference.

C. CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

D. CONTRACTOR agrees to provide the services necessary for the management, operation, and maintenance of the City's Stormwater Sewer System, which is separate and apart from the City's Wastewater Collection System.

4. **PREVAILING WAGES.**

A. CONTRACTOR agrees to comply with all applicable California laws and regulations regarding the payment of prevailing wages.

B. If CONTRACTOR or one of its subcontractors employs tradesmen in any apprenticeship occupation, the CONTRACTOR or its subcontractor shall comply with Labor Code §§ 1777.5 and 1777.6.:

C. If CONTRACTOR performs qualifying work, CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. **FAMILIARITY WITH WORK.**

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If either the Wastewater Collection System services or Stormwater Sewer System involve work upon any site not listed above or in Exhibit B Scope of Services, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY. In cases that may involve latent or unknown conditions and where CONTRACTOR informs the CITY of such conditions and is waiting for written instructions from the CITY on how, if at all, to proceed, CONTRACTOR shall not be liable for any damages, harm to the Wastewater Collection System, Stormwater Sewer System or the City's Wastewater Treatment System that are caused by such latent or unknown conditions or caused by any delay in receiving the CITY's instructions to proceed, if at all.

C. By executing this Agreement, CITY represents to the CONTRACTOR that the CITY's Wastewater Collection System and its Stormwater Sewer System are separate and apart from each other and these systems are generally in good condition and compliant with applicable federal, state or local government issued permits for the operation of these systems.

6. **INSURANCE.**

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$1,000,000
Professional Liability	$1,000,000
Business automobile liability	$1,000,000
Pollution Liability	$2,000,000 Per Claim or Occurrence
Workers compensation (Statutory Requirement)	$4,000,000

A. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG00011185 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will include City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" for Contractor's work such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made "basis except for Professional Liability and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA

D. CONTRACTOR will furnish to City Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, and such other evidence of insurance may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-:VII."

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement , City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

F. Professional liability coverage will be on a "claims made" basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

7. **TIME FOR PERFORMANCE.**

A. CONTRACTOR will not perform any work under this Agreement until:

I. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and

II. CITY gives CONTRACTOR a written notice to proceed.

8. **TERMINATION.**

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause upon providing at least ninety (90) days written notice to CONTRACTOR.

B. CONTRACTOR may terminate this Agreement at any time with or without cause upon providing at least ninety (90) days written notice to CITY.

C. Any additional work performed by CONTRACTOR after the date of termination identified in the termination notice will be performed at CONTRACTOR's own cost; CITY will not be obligated to compensate CONTRACTOR for such work.

D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONTRACTOR will, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs set forth in Exhibit A-2.

E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

F. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this section.

9. **INDEMNIFICATION.**

A. CONTRACTOR agrees to the following:

i. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

B. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

C. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 6 and any approval of said insurance by CITY, are not intended_ to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INDEPENDENT CONTRACTOR.

CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to paiicipate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

11. NOTICES.

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONTRACTOR:	If to CITY:
Ventura Regional Sanitation District 1001 Partridge Drive, Suite 150 Ventura, CA 93003-0704 Attention: Matthew Baumgardner	City of Santa Paula P.O. Box 569 Santa Paula, CA 93061 Attention: Clete Saunier

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescibed in this paragraph.

12. **TAXPAYER IDENTIFICATION NUMBER.**

CONTRACTOR will provide CITY with a Taxpayer Identification Number.

13. **WAIVER.**

CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR's performance, A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

14. **CONSTRUCTION.**

The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

15. **SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

16. **CAPTIONS.**

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

17. **GOVERNING LAW.**

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

18. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment agreed to by the Parties. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

19. ACCEPTANCE OF FACSIMILE SIGNATURES.

The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

20. EFFECT OF CONFLICT.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. FORCE MAJEURE.

Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

22. ADDITIONAL WORK.

A. CITY's city manager ("Manager") may determine after consulting with CONTRACTOR that CONTRACTOR must perform additional work for additional compensation ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will provide written authorization to CONTRACTOR to perform such Additional Work. If CONTRACTOR believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

B. Payments over $5,000.00 for Additional Work must be approved by CITY's City Council. All Additional Work will be subject to the same terms and provisions of this Agreement.

23. **TIME EXTENSIONS.**

Should CONTRACTOR be delayed by causes beyond CONTRACTOR'S control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONTRACTOR must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted scope of services.

24. **CHANGE IN SCOPE OF SERVICES.**

CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the Parties.

25. **PERMITS AND LICENSES.**

CONTRACTOR, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

26. **DISPUTE RESOLUTION.**

(a) If a dispute between the parties arises out of, or relates to this Agreement, which does not involve claims made by or asserted against third parties, and if the dispute cannot be settled through negotiation in good faith by and between the parties and through progressively higher levels of their respective management, the parties agree to try in good faith to settle the dispute by non-binding mediation, through a mutually agreed upon dispute resolution agency. (b) If a dispute as contemplated by subsection (a) cannot be resolved through non-binding mediation or if the parties mutually agree to forego non-binding mediation, the parties may submit the dispute to any court of competent jurisdiction in Ventura County.

27. **OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONTRACTOR under this Agreement are CITY's property. CONTRACTOR may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONTRACTOR'S completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONTRACTOR shall retain ownership of its business records and CITY shall have no right to view or obtain copies of such business records, except pursuant a subpoena lawfully issued by court of competent jurisdiction.

28. **AUDIT OF RECORDS.**

CONTRACTOR will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONTRACTOR will retain such financial and program service records for at least three. (3) years after termination or final payment under this Agreement.

29. . **USE OF SUBCONTRACTORS.**

CONTRACTOR must obtain CITY's prior written approval to use any CONTRACTORs while performing any portion of this Agreement. Such approval must approve of the proposed subcontractor and the terms of compensation.

30. **COMPLIANCE WITH LAW.**

CONTRACTOR agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. **STATEMENT OF EXPERIENCE.**

By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONTRACTORs, and experience dealing with public agencies all suggest CONTRACTOR is capable of performing the proposed contract and has demonstrated capacity to deal fairly and effectively with and satisfy a public City.

32. **ENTIRE AGREEMENT.**

This Agreement, and its Exhibits or Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are appendices to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA

a general law city.

Attest:

Lucy Blanco, City Clerk

VENTURA REGIONAL SANITATION DISTRICT

Juliet Rodriguez, Clerk of the Board

APPROVED AS TO FORM:

John C. Cotti, City Attorney

Robert N. Kwong, General Counsel

APPROVED AS TO CONTENT:

Michael K. Rock, City Manager

Kevin Kildee, Chairman

EXHIBIT A-1

DEFINITIONS

A.2 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or system manufacturer or CONTRACTOR to maximize the service life of the equipment, CITY's sanitary sewers, and facilities, such as changing oil, greasing, adjusting, or lubricating.

A.3 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, CITY's sanitary sewer system, or facility or some component thereof. Typical collection system Repairs include work requiring excavation, replacement, major root cleaning, and major grit and sand removal projects.

A.4 "Incidental Services" means those services requested by CITY incidental to or not specifically identified or included in CONTRACTOR's costs, but are related to or similar in nature to the services contemplated under this AGREEMENT, including without limitation, services and/or cost for system or facility upgrades, rate studies, short term construction and the impacts thereof, engineering studies, and other short term incidental projects.

A.7"Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this AGREEMENT which are anticipated as long term events (greater than one year). Such events or services include without limitation, services and/or cost currently the responsibility of CITY, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the system characteristics.

A.8"WDR Permit" means State Water Resources Control Board Order R4-2010-0108, NPDES NO.CAS004002. Any Permit or any alteration thereof issued after said date will be a change in CONTRACTOR's scope all of which, by this reference, are incorporated into this AGREEMENT of work.

EXHIBIT A-2
BASE ANNUAL FEE

The Annual Fee in the first Contract Year is an amount equal to and not to exceed $354,522. The Annual Fee for each subsequent Contract Year during the Term and not to exceed is:

Contract Year 2	$361,612
Contract Year 3	$368,845
Contract Year 4	$376,222
Total Four-Year Expense	$1,416,201

VRSD operates as a time and material district so the City is only billed when the Staff is onsite and working. VRSD does not have a flat monthly fee. Should VRSD complete a project faster than estimated, the cost will be less than the proposal. Should the project take longer to complete, VRSD will inform the City and seek approval for the cost overrun.

EXHIBIT B

LOCATION AND DESCRIPTION OF THE WASTEWATER COLLECTION SYSTEM

B.1 CONTRACTOR agrees to provide the services necessary for the management, operation, and maintenance of the following, which shall collectively be referred to as the "Wastewater Collection System":

B.1.1 All equipment, grounds, and facilities now existing within the current property boundaries of pump stations described as follows:

a. Lemonwood Industrial Park Lift Station, located on Quail Court, Santa Paula, serving the industrial park south of Highway 126 and east of the Santa Paula Creek.

b. Harding Park Lift Station, located in Harding Park, serving a restroom facility located at the baseball field south of Harvard Boulevard and east of South Eight Street.

B.1.2 316,800 feet of gravity sanitary sewer lines, 0.5 miles of force mainlines, and 1190 manholes in service on the effective date of this AGREEMENT. Lateral sewer lines are excluded from this definition and not included in CONTRACTOR'S scope of services.

SCOPE OF SERVICES FOR CITY'S WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM

B.2. General

B.2.1 CONTRACTOR shall operate, maintain and monitor the Wastewater Collection System and Stormwater Sewer System on a 24- hour per day, seven-day per week schedule, using an alarm system to notify operators of any potential need for immediate attention. The alarm systems automatically forward notice of emergency until response is made.

B.2.2 CONTRACTOR shall provide an emergency telephone number to the public, the telephone company and the Police Department Dispatch Operations for after-hours contact to on-call personnel, to ensure prompt handling of any problem. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the phone.

B.2.3 CONTRACTOR's business office shall be open, at a minimum, during the same hours and on the same business days as those observed by the CITY, or as mutually agreed upon to reflect local custom and practice. This section is not mandatory but is preferable for the following reasons:

i. It ensures that the CITY has equipment and staff available for quick response and to meet sewer collection needs.

ii. It can eliminate any variable that could lead to prolonged emergency

response and/or damage to property and the environment.

B.2.4 CONTRACTOR shall be responsible for all Maintenance and managing emergency repairs for the Wastewater Collection System and the Stormwater Sewer System. CONTRACTOR will purchase materials and services necessary to perform the scope of work directly or through the CITY's purchasing system. Repair parts purchased by contract to be billed at cost plus fifteen percent (15%).

B.2.5 Annually, except for the first year of this Agreement, CONTRACTOR will by October 1 of each year develop a schedule and priority of cleaning and inspection by closed circuit television of the required portion of the CITY Wastewater Collection System. Within 60 days of the selection of a CONTRACTOR, a schedule of cleaning and TV inspection shall be developed and approved by the CITY's Public Works Department for the first year of operation. All inspections will be coordinated with City staff and a schedule of the annual work will be mutually agreed upon by October 1 of the year proceeding the date of work,

B.2.6 During its tenure, CONTRACTOR will maintain computer records of all maintenance work completed and provide copies of all video inspections on DVD or other approved medium to the Department of Public Works on an annual basis by January 1. The CONTRACTOR shall deliver records of completed work, including CCTV, as requested by the Public Works Department.

B.2.7 CONTRACTOR will provide its own staff communication systems.

B.2.8 CONTRACTOR shall assist the CITY in creating and/or revising ordinances with regard to sewer system design, construction, operation and maintenance.

B.2.9 CONTRACTOR shall utilize computer and software systems that are compatible with CITY systems, such as Windows 7 or better and latest versions of Microsoft Office unless otherwise approved by the CITY. For example, the CITY utilizes the ESRI program and is contracted with the County of Ventura GIS.

B.2.10 CONTRACTOR shall submit its list of recommended Capital Improvement Projects by January 1 of each year. This submittal shall include the priority for potential projects and the justification for that priority. CITY is responsible for all Capital Expenditures and Capital Improvement Projects.

B.2.11 CONTRACTOR shall support the preparation of information necessary to submit grant applications, loan requests and/or bond issues pursued and authorized by the CITY. CONTRACTOR shall provide operational data as necessary for design and construction of systems improvements.

B.2.12 CONTRACTOR shall provide management and/or other key personnel capable of maintaining and creating statistical and text based reports utilizing conventional business software such as Microsoft Office. Reports shall provide charts and graphs to illustrate the subject as needed.

B.2.13 CONTRACTOR will manage the CITY's Grease Trap Inspections Program ordinance. Revisions and changes will be recommended to the CITY, as appropriate. CONTRACTOR shall annually inspect the Food Facilities listed in Appendix D and include a field program of notification to the CITY's Code Enforcement department of violations and monitoring of installations. The CITY and CONTRACTOR will update the grease trap list and inspection requirements to meet CITY and County standards.

B.2.14 CONTRACTOR will manage the CITY's Industrial Pretreatment Program ordinance and be responsible for any additional sampling required on permit holders; Revisions and changes will be recommended to the CITY, as appropriate. CONTRACTOR will manage a field program of notification to the CITY's code enforcement group and the monitoring and sampling of industries. The CONTRACTOR must meet all State of California requirements pertaining to the implementation and enforcement of the Industrial Pretreatment Program.

B.2.15 CONTRACTOR must comply with the CITY's existing Sanitary Sewer Management Program the first year and modify it for subsequent years as approved by the Director of Public Works. CONTRACTOR shall create a trackable schedule for all service deliverables within 60 days of contract date. Schedules shall be mutually agreed upon with the CITY.

B.3 **Financial Activities and Project Records**

B.3.1 If managing a Capital Improvement Project, CONTRACTOR shall maintain the project's financial books and accounting records for those activities performed by CONTRACTOR in general conformity with municipal accounting standards. CONTRACTOR shall acquire goods and services for the project in compliance with existing State laws and regulations.

B.3.2 CONTRACTOR shall maintain in good condition any CITY operating equipment, buildings, materials, supplies, documents, manuals, specification copies used by the CONTRACTOR and shall duly account to the CITY as a fiduciary thereof for those possessions until the time the CITY assumes the responsibilities relating to the respective function for which the property was utilized by CONTRACTOR. CONTRACTOR shall report to the CITY the status and conditions of such properties in the quarterly report. CONTRACTOR shall assist the CITY in the enforcement of warranties, guarantees, and licenses with timely notification of equipment failures if appropriate.

B.3.3 CONTRACTOR shall utilize an asset management system that can provide at a minimum monthly reports, work orders, and maintenance summaries to the CITY regarding operational activities and non-routine maintenance expenditures. Said program shall be compatible with Microsoft Windows and Office software with the ability to export information into Microsoft Word and/or Microsoft Excel and meet State Water Resources Control Board requirements for the Sanitary Sewer Management Program (SSMP) that a Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders. This Section purposely left blank.

B.3.5 CONTRACTOR shall provide personnel dedicated to the activities of B.3.3

B.3.6 CONTRACTOR shall submit an operating budget, including a list of Capital Expenditures with budget information for the next fiscal year. Budget information shall be submitted by February 1st of each year.

B.3.7 CONTRACTOR shall provide detailed analysis of the CITY's Collection system repair or replacement needs to provide a priority listing and cost estimates to justify any budget request for the reported needs by February 1st of each year.

B.3.8 CONTRACTOR shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Collection system. Such records will become property of the CITY and shall include, but not be limited to Waste Discharge or NPDES reporting requirements.

B.4 **Utilities Operations Management**

B.4.1 Wastewater Collection System. Operation and Maintenance. CONTRACTOR will operate and maintain the present Wastewater Collection System as described herein. Wastewater Collection System activities must be reported to the CITY on a monthly basis in writing

B.4.2 CONTRACTOR shall operate, maintain, and manage emergency repairs for the CITY's Wastewater Collection System. CONTRACTOR shall diligently respond to all service calls for wastewater line stoppages, overflows, breaks, or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. CONTRACTOR shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. CONTRACTOR shall be responsible for training of personnel to maintain their certification and improve their knowledge. CONTRACTOR will be responsible for all necessary reporting to the State of California Water Board and may be the assigned Legally Responsible Official (LRO) for the City of Santa Paula but only upon mutual agreement of the Parties. CONTRACTOR shall be responsible for all data submission to the State Water Board. The CITY, with the help of CONTRACTOR, shall be responsible for report certification on the CIWQS SSO

database, including annual questionnaire updates. If CONTRACTOR is designated as the LRO, CONTRACTOR shall be entitled to additional compensation as mutually agreed by the parties. All reporting and communications shall be copied to the CITY.

B.4.3 CITY's Wastewater Collection System cleaning. CONTRACTOR is responsible for the following: clean and video a minimum twenty-five percent (25%), which is estimated to equal 79,200 lineal feet of the CITY's sanitary sewer lines each year. This percentage is based upon the total gravity sanitary sewer footage in Santa Paula estimated to be 316,800 feet.

i. CONTRACTOR will also clean all designated "Areas of Enhanced Maintenance" within the CITY's sanitary sewer collection system on a mutually agreed upon schedule.

ii. CONTRACTOR must prepare and maintain an active list of known problem areas within the CITY's sanitary sewer and prepare a proposed maintenance schedule which will be provided to the CITY annually on or before May, 30th of each year.

iii. CONTRACTOR will perform incidental cleaning and video inspection at sewer and storm drain system locations as directed by the Department of Public Works. The amount of work performed under this category is allowed to be counted toward the required annual 25%.

B.4.4 CONTRACTOR shall annually clean and inspect twenty-five percent (25%) of the sanitary
gravity wastewater lines. CONTRACTOR shall video a minimum of twenty-five percent (25%) which is approximately 79,200 lineal feet of the CITY's wastewater mains, including but not limited to the sewer lateral connection. Sanitary gravity wastewater lines.

i. CONTRACTOR shall review said video and work with the CITY to determine the priority of the gravity wastewater lines needing to be cleaned.

ii. . CONTRACTOR shall notify the CITY of blockages or severe pipeline deterioration, make recommendations for repairs or replacement of said pipelines, and submit copies of said videos to the CITY.

iii. CONTRACTOR will also inspect manholes for corrosion, deterioration, leaks proper flow, sand accumulation, coating, depressions, repair or schedule for repair as required; a geographic positioning system (GPS) reading will be taken on each manhole inspected.

iv. CONTRACTOR will televise the identified trouble spots in the system and note service connection locations. This will ensure that all blockages, sources of odors or breaks have been cleaned or identified. CONTRACTOR will apply the rating system developed by the Pipeline Assessment Certification Program by North American Sewer Service Companies to document all observations during video inspection of the pipelines. A database will be prepared and provided by CONTRACTOR

each year that clearly identifies the location along the pipeline, identifying which starting manhole is used for reference, and any condition observation including presence of laterals, elbows, bends, or defects.

v. Consideration of the location and traffic control will be given to determine the best time to perform the work. In addition, direction of flow in the sewer system will be considered to reduce the potential for damage from water being forced back up the homeowner's service line and into their residence.

vi. CONTRACTOR will schedule for repair any problem that requires attention.

B.4.5 Service Complaints. CONTRACTOR must promptly respond to all collection system call-outs to assess initial CONTRACTOR, CITY or property owner responsibility. If the problem is a clearable blockage within CITY's sanitary sewer lines, and not within property owner's lateral line, CONTRACTOR must promptly perform the needed service and clear sewage line blockages in CITY's sanitary sewer lines. If the blockage cannot be cleared using available equipment, CONTRACTOR will bypass the affected area and notify CITY of the situation, as out lined in Appendix A. CITY will contact CONTRACTOR within 30 minutes, and instruct CONTRACTOR to contact and hire a subcontractor or rent out appropriate equipment. If CONTRACTOR does not receive a response from CITY within 30 minutes of CONTRACTOR's notification to City, CONTRACTOR on-scene coordinator must exercise best professional judgment to contract for a subcontractor or to rent necessary and appropriate equipment for use by CONTRACTOR personnel to use to clear the blockage. The CITY will be billed for non-clearable blockages to its sanitary sewer lines, and repair. For sewer lines owned by multi-unit complexes, CONTRACTOR will report any blockages to CITY and to any other appropriate public agency.

B.4.6 CONTRACTOR will provide updates for record keeping and documentation of record drawings associated with the wastewater collection system, and repairs, maintenance, and construction. Updates shall be submitted to the CITY's engineering staff for recording at a minimum of once per quarter. CONTRACTOR shall provide a qualified person to maintain system records and drawings on the City's GIS system.

B.4.7 Sanitary Sewer Overflows. CONTRACTOR must use its best reasonable efforts to prevent sanitary sewer overflows (SSOs) from entering the CITY's municipal separate storm sewer system (MS4). In the Event CONTRACTOR discovers that a SSO entered the CITY's MS4, CONTRACTOR must immediately notify CITY and prepare all required reports to the Regional Water Quality control Board, Cal-EMA, and all other agencies to which reports are required to be made.

B.4.8 CITY Inquiries. CONTRACTOR must respond within two (2) working days to all CITY inquiries.

B.4.9 Removal of blockage and repair of collection line breaks in the wastewater collection lines will occur only within public easements or as directed by the CITY. Work on collection lines on private property will be a change in scope. The cleaning of house laterals on private property shall not be CONTRACTOR's responsibility unless there is a circumstance where the private property line problem may have been caused by CONTRACTOR'S performance of their duties on the CITY's system.

B.4.10 CONTRACTOR will work with the CITY to televise collection systems for new development and street construction/repairs at a mutually agreed upon fee.

B.4.11 For noisy manhole lids, CONTRACTOR will inspect for defects and replace them if necessary. CONTRACTOR will clean debris from lip, then place sealant between lid and ring and reinstall cover. CONTRACTOR shall be responsible for all labor and materials necessary. Materials necessary for repair will be reimbursed with 15% markup.

B.4.12 CONTRACTOR shall identify leaks, defects or other failures and report to City Engineer.

B.4.13 CONTRACTOR shall perform smoke testing of lines where suspected inflows could be a major source of high flow during rain events and make point repairs with equipment provided by the CITY. CONTRACTOR shall be responsible for all labor and materials necessary.

B.4.14 When a lift station alarm condition occurs and the station is equipped with an automatic monitoring system, CONTRACTOR will notify after normal hours personnel. If the alarm is sounded during normal work hours, a crew will be dispatched immediately to diagnose and correct the problem. After normal hours, the on- call person will be notified by the alarm system and will proceed to the area to diagnose within one hour and repair the problem. All effort will be expended to prevent, or minimize, any spill.

B.4.15 CONTRACTOR will operate and maintain two sanitary sewer lift stations as described in EXHIBIT B.1. Twice a year CONTRACTOR will conduct lift station pump calibrations to confirm flow is consistent with design conditions. Calibrations will also be made after major repairs and replacements of pumps.

B.4.16 CONTRACTOR will exercise generators on a monthly basis under load conditions to assure proper operation when needed for emergencies. CONTRACTOR must comply with all rules and regulations of the Ventura County APCD.

B.4.17 CONTRACTOR will set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary.

B.4.18 CONTRACTOR shall actively pursue operations that reduce the generation of odors in collection system and lift stations. CONTRACTOR shall provide cockroach abatement annually.

B.4.19 CONTRACTOR shall perform emergency and other repairs to manholes, lift stations and wastewater collection lines that generate odors, allow for overflows and/or enable inflow or infiltration of rainwater.

B.4.20 CONTRACTOR shall provide technical and operating wastewater system information (non-engineering) for operations, grant, loan and bond applicantion preparation efforts of the CITY.

B.4.21 CONTRACTOR shall prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.

B.4.22 CONTRACTOR shall develop and maintain a crew for emergency operations and repairs of all aspects of the Wastewater Collection System when needed.

B.4.23 CONTRACTOR must use its best reasonable efforts to prevent sanitary sewer overflows (SSO's) from entering the City's municipal separate storm sewer system (MS4). In the event that a SSO entered the City's MS4, CONTRACTOR must immediately notify City and prepare all required reports to the Regional Water Quality Control Board, the Office of Emergency Services and all other agencies to which reports are required to be made.

B.5 **Emergencies**

B.5.1 Emergencies within CONTRACTOR's capabilities should be resolved m a timely manner.

B.5.2 In any emergency affecting the safety of persons or property and regardless of Section 5.B. of the Agreement, CONTRACTOR may act without written approvals from the City, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss of life.

B.5.3 If the CITY unreasonably refuses to approve or delays in giving its approval for the emergency work, failure to perform any such emergency work shall not impose upon CONTRACTOR any liability for errors or omissions.

B.6 Hazardous Waste

B.6.1 Any hazardous waste generated by CONTRACTOR in any of its activities will be disposed of by CONTRACTOR, in accordance with applicable federal and state laws.

B.7 **Storm Drain** / Stormwater Sewer System Maintenance and Operations

B.7.1 CONTRACTOR shall respond during normal working hours and emergency call outs to perform the storm water system cleaning service. Non-routine problems, questions, or issue:; of service will be reported to the CITY first.

B.7.2 CONTRACTOR shall provide an inspection program to determine when and if storm water management systems need to be cleaned.

B.7.3 CONTRACTOR shall provide routine inspection and cleaning of CITY storm sewer inlets and catch basins listed in Appendix C a minimum of semiannually. Inspections and cleanings shall be completed semiannually; once in January and once prior to October 1. Additional cleanings may be required if more than 25 percent (25%) full. All catch basins shall be tested by CONTRACTOR with toxic gas detector before entering. CONTRACTOR is responsible for replacing manhole covers and bolts in same position as found before opening them. Currently, the CITY manages approximately 520 catch basins of various sizes. Annually, CONTRACTOR will provide 20 days of storm drain system maintenance (two men with vactor truck), additional storm drain maintenance will be done as Additional Work.

B.7.4 CONTRACTOR shall provide routine inspection and cleaning of CITY storm drains and culverts listed in Appendix C to ensure that said facilities are working in their intended fashion and that they are free of debris. Said drain and culvert inspections and/or cleanings shall be completed semiannually once in January and once prior to October 1. Additional culvert cleanings may be required if inspections warrant. CONTRACTOR shall remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit and to repair any erosion at the culvert's inlet outlet.

B.7.5 CONTRACTOR shall provide routine inspection and cleaning of additional CITY owned storm water facilities as directed by CITY Manager, City Public Works Director, or their designee.

B.7.6 CONTRACTOR shall provide emergency storm water response as directed by CITY Public Works Director, CITY Manager, CITY Police Chief, CITY Fire Chief, or designated staff.

B.7.7 CONTRACTOR shall provide a report of storm water inspection, maintenance, and cleaning activities, including but not limited to observations and recommendations on a monthly (12 times per year) and annual basis (1 per year).

B.7.8 This section intentionally left blank.

B.7.9 CONTRACTOR shall notify the CITY Public Works Director of observed potential illicit connections and or illicit discharges immediatelyy (or within twenty four hours if observed after normal City business hours).

B7.10 CONTRACTOR shall obtain a CITY Encroachment Permit (at no cost to CONTRACTOR) and comply with related traffic control plan for maintenance, operations, cleaning, repairs, and other tasks identified under this agreement.

B.7.11 CONTRACTOR shall attend regular progress meetings with the CITY Public Works Director. The frequency of meetings will be quarterly, or as determined by the Public Works Director. CITY agrees to communicate regularly (i.e., no less than once per month) with CONTRACTOR about any and all CITY activities that bear upon the wastewater collection system and stormwater sewer system and any and all activities or conditions on the City's Wastewater Treatment Plant that bear upon the wastewater collection system.

B.7.12 The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

B.7.13 The CONTRACTOR shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of six (6) years after the expiration of this Agreement. The CONTRACTOR shall at all reasonable times during any Term and during said 6-year period,, and as often as the CITY may deem necessary in its sole discretion, make available for examination and permit the CITY or its designated authorized representative to audit and inspect all books, records, documents, data and other material.

B.7.14 The CITY Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during any Term and during said 6-year period.

B.8 **Pretreatment Program** -Industrial Wastewater Permits

B.8.1 CONTRACTOR shall prepare all permit reports related to the CITY's State Water Resources Control Board approved Industrial Pretreatment Program (IPP) services provided pursuant to this agreement and, with CITY's concurrence, which may be given in advance for routine reports submit to CITY and appropriate agencies on behalf of the CITY. Copies of all reports filed with enforcement agencies shall also be submitted to CITY's representatives. CONTRACTOR shall assist CITY in submitting the Industrial Pretreatment Program (IPP) Permits to each permittee listed in Appendix B.

B.8.2 Testing and sampling. CONTRACTOR shall perform independent semi-annual sampling of each IPP permittee listed in Appendix B. CONTRACTOR shall be responsible for self-monitoring laboratory sampling and testing required by each Program issued permit. Permittee self-monitoring reports shall be submitted to and monitored by CONTRACTOR. Any permit excursions or violations shall be reported to the CITY by CONTRACTOR for enforcement. Any additional field sampling beyond the scope of work as outlined above shall be additional work.

B.8.3 CONTRACTOR shall inspect, monitor and assist (by providing inspection/monitoring data/reports, and testimony of CONTRACTOR staff, if necessary) CITY in enforcing the sites listed in the Pretreatment Program listed in Appendix B as long as CITY provides reasonable site access for CONTRACTOR to do so. A detailed account for each site must be submitted to CITY by CONTRACTOR on an annual basis or upon request.

B.8.4 CONTRACTOR shall have no responsibility or obligation for Capital Expenditures, as defined in A.2 of Exhibit A-1, or making any capital improvements to the City's Wastewater Collection System.

B.9. **CITY Responsibilities.** CITY shall be solely responsible for providing the following:

B.9.1 Minimal space will be provided for storing emergency response equipment for bypass pumping (applicant to provide approximate square footage);

B.9.2 Access to fire hydrants (City may require at no charge);

B.9.3 Office cubicle space suitable for preparing and storing of the California Integrated Water Quality System ("CIWQS") reports and SSMP and any other necessary reports, plans and filings;

B.9.4 Current list of "hotspots" or areas of high maintenance concern in the Wastewater Collection System;

B.9.5 Upon approval, access to CITY's equipment in the event of an emergency;

B.9.6 Space for CONTRACTOR to park its vactor truck;

B.9.7 Disposal area for debris from the Wastewater Collection System;

B.9.8 Printed material, door hangers and source testing for implementation of fat, oil and grease ("FOG") program in problem areas;

B.9.9 All utility costs for the two (2) lift stations;

B.9.10 Preparation of any regulatory reports or other reporting obligation arising prior to the Effective Date;

B.9.11 Grounds-keeping and landscaping services;

B.9.12 Responding to private property lateral sewer line emergencies.

APPENDIX B to Exhibit B Scope of Work

PRETREATMENT
AND MONITORING PROGRAM

The following is a list of all significant industries discharging into the CITY's Wastewater Collection System, monitored under City of Santa Paula Municipal Code, Chapter 51, Part 5, Industrial Wastewater Discharge Pemlit System

1. Aurora Casting Engineering
   Attn: Mr. John Penrose
   1790 Lemonwood Dlive
   Santa Paula.Ca 93060

2. Saticoy Lemon Association
   P.O. Box 46
   Santa Paula, Ca 93061

   Physical Location: 103 N. Peck Road, Santa Paula

APPENDIX C (SAMPLE INSPECTION FORM)

ATLAS SHEET	STRUCTURE#	MAN-HOLE Y/N	CATCH BASIN Y/N	AT GRADE	NPAVED AREA	Holeh Lid Vent	Cond of Surface	Cond of MH/ J.S	Mall of MH/ J.S	Dia.Of hlets North	Dia.Of hlets South	Dia. Of hlet s East	Dia.Of hlets West	Dia. of Outlets	Dia.of MH / Size of Structure		Dia. of Inner MH Ring	Visible Signs of Infiltrat ion	Matlh Structur	Uepth of MH (bottom of channel to surface is mh rinal
Countv	7 (21)	N	y	No	Yes		Good	Good	CMP					24"x 48"				No	No	
County	? (22 & 23)	N	y	No	No		Good	Good	Concrete			18"		43"x 58	58"x 90			No	Yes	68"
County	? (24)	N	y	No	No		Good	Good	Concrete					18"	43" X 30"		36" X 36"	No	No	21"
County	? (25)	N	y	No	No		Good	Good	Concrete	58"X 36"								No	Yes	
1-16-SE	1-16-1	N	y	Yes	Yes	No	Good	Good	Concrete				18"x 8	18" x 8"				No	No	surface
I-17NE	1-17-1	N	y	Yes	Yes	No	Good	Good	Concrete					24"	7'x42"		24"	No	No	21/2"
1-17NE	1-17-2	y	N	Yes	Yes	No	Good	Good	Concrete				42	42"	42" X 42"		24"	No	No	69"
I-17NE	1-17-3	N	y	Yes	Yes		Good	Good	Concrete						7'x3'			No	No	2'
1-17NE	1-17-32	N	y	Yes	Yes		Good	Good	Concrete					18"	78"x26"			No	No	69"
1-17NE	1-17-33	y	N	Yes	Yes	No	Good	Good	Concrete			36"		36"			27"	No	No	99"
I-17NE	1-17-34	y	N	Yes	Yes	No	Good	Good	Concrete	5'10"		5'10"		36"	5x 5		25 1/2"	No	No	86"
I-17NE	1-17-35	N	y	Yes	Yes	No	Good	Good	Concrete	18"				5'X 20"	6' x 36"			No	No	5'
t-17NE	1-17-36	N	y	Yes	Yes		Good	Good	Concrete	24" NE				5'X 24"	77" X 38"			No	No	3'
1-17NE	1-17-37	N	y	Yes	Yes		Good	Good	Concrete	24"				24"	42"x 36"			No	No	34"
I-17NE	1-17-38	N	y	Yes	Yes		Good	Good	Concrete	24"				24"	42"x 36"			No	No	34"
1-17NE	1-17-39	N	y	Yes	Yes		Good	Good	Concrete	24"				24"	42" x 36"			No	No	34"
1-17NE	1-17-40	N	y	Yes	Yes		Good	Good	Concrete	24"				24"	42" x 36"			No	No	34"
I-17NE	1-17-45	N	y	Yes	Yes		Good	Good	Concrete	18"				18"	4' x 3'			No	No	55"
1-17NE	1-17-46	N	y	Yes	Yes		Good	Good	Concrete						78" x 24"			No	No	73"
I-17NE	1-17-47	N	y	No	No		Good	Good	Concrete	28"								No	No	Open end pipe
I-17NE	1-17-48	N	y	Yes	Yes		Good	Good	Concrete					18"	7' x 38"			No	No	53"
1-17NE	1-17-7	N	y	Yes	Yes		Good	Good	Concrete				24"	36"	10' X 38"			No	No	4'
1-17SE	1-17-2	N	N	Yes	No		Poor	Poor	Concrete						6' X 6'			No	No	,6"
1-17-se	1-17-31	y	N	Yes	Yes	No	Good	Good	Concrete					6'			38"	No	No	8'10"
1-17-NW	1-17-49	y	N	Yes	Yes	No	Good	Good	Concrete	27"		18"	18"	27"	4'6"x4'x4'		27	No	No	6'4"
1-17-NW	1-17-10	N	y	Yes	Yes	No	Good	Good	Concrete					18"	6 1/2' x 3'			No	No	43"
1-17-NW	1-17-11	y	N	Yes	Yes	No	Good	Good	Concrete	36"			33"	33"	4 x 4		24	No	No	72"
1-17-NW	1-17-13	N	y	Yes	Yes		Good	Good	Concrete	36"				42"	10x 3			No	No	46"
1-17-NW	1-17-14	y	N	Yes	Yes	No	Good	Good	Concrete	36"				36"	SxS		27	No	No	10'8"
1-17-NW	1-17-15	N	y	Yes	Yes		Good	Good	Concrete					24'	4'X 3'		23 1/2	No	No	4 1/2'
1-17-NW	1-17-16	N	y	Yes	Yes		Good	Good	Concrete					24'	4'x 3'		23 1/2	No	No	4 1/2'
1-17-NW	1-17-17	N	y	Yes	Yes		Good	Good	Concrete					24"	4' x 3'		23 1/2	No	No	36
1-17-NW	1-17-18	y	y	Yes	Yes	y	Good	Good	Concrete	24"				24"	3'x3'9"		23 1/2	No	No	8'
1-17-NW	1-17-19	y	N	Yes	Yes	No	Good	Good	Concrete					24"	55 x 36		23 1/2	No	No	36
1-17-NW	1-17-20	N	y	Yes	Yes	No	Good	Good	Concrete					23"	3 x 3		23 1/2	No	No	36"
1-17-NW	1-17-21	N	y	Yes	Yes	No	Good	Good	Concrete					23"	3 x 3		23 1/2	No	No	36"
1-17-NW	1-17-6	y,	N	Yes	Yes		Good	Good	Concrete	30"				30"	S x 5		24"	No	No	70"
1-17-NW	1-17-8	N	y	Yes	Yes		Good	Good	Concrete					24"	10 x 38			No	No	33"
1-17-NW	1-17-9	y	N	Yes	Yes	No	Good	Good	Concrete	18"			33"	30"	4' x 4'		23 1/2	No	No	86"
1-17-SW	1-17-12	N	y	Yes	Yes	y	Good	Good	Concrete	3 1/2'				3 1/2'	4'x 4'			No	No	5 1/2'
1-17-SW	1-17-22	y	N	Yes	Yes	No	Good	Good	Concrete				39"	36"	4'x 4'		24"	No	No	4 1/2'
1-17-SW	1-17-23	N	y	Yes	Yes		Good	Good	Concrete					24"	6' x 44"			No	No	2 1/2'
1-17-SW	1-17-24	y	N	Yes	Yes	No	Good	Good	Concrete	18"			33"	33"	4 1/2 x 4		24"	No	No	4 1/2'
1-17-SW	1-17-25	N	y	Yes	Yes		Good	Good	Concrete			18"		18"x 5	4' x 3' x 4'			No	No	36"
1-17-SW	1-17-26	N	y	Yes	Yes	No	Good	Good	Concrete					18"	3x3'x3'			No	No	36"

1

APPENDIX D (SAMPLE FOG INSPECION SHEET)

Inspection	Name	Address	Contact	Phone	Interceptor or Grease Trap	Rendering	Comments
8/12/2011	Gils Market and Deli	1220 Railroad St. Santa Paula, CA 93060	Asad Asad	805-525-7539	No/No	No	They cook food on location, contains grease, throw it away & recycle dirty oil. No grease trap.
7/21/2011	Amanda Film	125 #D E. Harvard Blvd. Santa Paula, CA 93060	Miguel Robles	805-933-5544	No/No	Yes	Very clean establishment, very well run.
8/10/2011	Santa Paula High School	994 N. 6th St. Santa Paula, CA 93060	Suzanne Stone	805 525-5408	No/No	No	No grease trap or interceptor. Any oil or grease produced is frozen in plastic tubs and hauled off.
8/18/2011	Grace Thill School	1144 Ventura St. Santa Paula, CA 93060	Mary Fennell	805-933-8020	No/No	No	School and kitchen very clean. No grease trap or interceptor due to no cooking with oils or grease.
8/11/2011	Subway Sandwich- East	102 Hallock Dr. Santa Paula, CA 93060	Mali Deslva	805-933-3451	No/No	No	Very clean, no grease trap or any need for one.
8/12/2011	Circle K-West	765 Harvard Blvd. Santa Paula, CA 93060	Mark Gallardo	805-933-9461	No/No	No	No cooking onsite. No oil or grease.
8/12/2011	Rite/Fire Arco	805 Harvard Blvd. Santa Paula, CA93060	Velia Calderon	805-933-9030	No/No	No	No cooking or need for grease trap.
8/17/2011	McKinnell School	955 E. Pleasant St. Santa Paula, CA 93060	Eva Alamillo	805-933-8610	No/Yes	No	Kitchen and grease trap very clean.
8/18/2011	Familia Diaz	245 S. 10th St. Santa Paula, CA 93060	Sandi Robles	805-525-2543	Yes/No	Yes	Business very clean, interceptor was just cleaned.
8/11/2011	Barbara Washbler School	1150 Railroad St. Santa Paula, CA 93060	Lynn Carr	805-933-8353	Yes/No	No	School and Kitchen very clean. Grease interceptor just cleaned.
8/18/2011	Blanchard School	115 Park Rd. Santa Paula, CA 93060	Hermie Marquez	805-933-8886	Yes/No	No	Very clean.
8/18/2011	Isbell Middle School	221 S. 4th St. Santa Paula, CA 93060	Gilbert Zamora	805-933-8830	Yes/No	No	Kitchen area and grease interceptor very clean.
8/15/2011	Santa Paula Memorial Hospital	825 N. 10th St Santa Paula, CA 93060	Rudy Torrez	805933-8800	Yes/No	No	
8/18/2011	Glen City School	911 Steckel Dr. Santa Paula, CA 93060	Elizabeth Gaitz	805-933-8600	Yes/No	No	
8/12/2011	K-Mart	895 Faulkner Rd. Santa Paula, CA 93060	Arturo Gonzalez	805-525-8929	No/Yes	No	K-mart has not had any food products in years, mop sinks and grease traps at unused.
8/12/2011	Vista Cove Care Center	260 March St. Santa Paula, CA 93060	Veronica Moreno	805-525-7134	Yes/No	Yes.	Facility and interceptor or well maintained and very clean.
8/12/2011	Los Arcos	978 E. Main St. Santa Paula, CA 93060	Cecilio Rensal	805-525-8667	No/Yes	Yes	Very clean.
7/25/2011	subway Sandwich-West	50 W. Main St. Santa Paula, CA 93060	Mayra Aguirre	805-525-8127	No/Yes	No	Business is very clean, no oil or grease.
8/11/2011	Zacquralis Rosa	598 W. Main St. Santa Paula, CA 93060	Conrad Portillo	805-933-8361	No/Yes	No	
8/18/2011	Glen Tavern Inn	134 N. Mill St. Santa Paula, CA 93060	Paula Morales	805-933-8444	Yes/No	Yes	
8/10/2011	Taqueria Jalisciense	120 S. Mill St. Santa Paula, CA 93060	Elias Leon	805-933-8535	No/Yes	Yes	
8/9/2011	Mi Pueblito Market	148 S. Ojai St. Santa Paula, CA 93060	Armando Reyes	805-525-9434	No/Yes	Yes	Very clean business.
8/9/2011	New China Wok	592 W. Main St. Santa Paula, CA 93060	Mary Keokichan	805-525-8827	No/No	Yes	
8/8/2011	Mary B's	1313 E. Harvard Blvd. Santa Paula, CA 93060	Gary Nowalt	805-525-9292	No/Yes	Yes	Very clean and orderly.
8/8/2011	Mary Grill	930 E. Main St. Santa Paula, CA 93060	Mario Salinas	805-525-8779	Yes/No	Yes	Very clean business.
8/8/2011	McDonald's	138 E. Harvard Blvd. Santa Paula, CA 93060	Erik Moreno	805-525-1980	No/Yes	Yes	Very clean.
8/12/2011	Hop'n Grill	1700 Lemonwood Dr. Santa Paula, CA 93060	Ramiro Renteria	805-525-1000	Yes/No	Yes	Very clean and orderly.
8/8/2011	Taco Bell	535 E. Harvard Blvd. Santa Paula, CA 93060	Abel Ballestros	805-525-4456	Yes/No	Yes	Business was clean, in compliance and grease interceptor just cleaned.

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For the Regular Meeting of City Council on October 21, 2020

Agenda Item # 7

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager
Tai Chau, Assistant Public Works Director

Subject: Ventura Regional Sanitation District Agreement Amendment No. 1

Date: October 21, 2020

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute Agreement Amendment No. 1 with Ventura Regional Sanitation District (VRSD) for the operation and maintenance of the Wastewater Collection and Stormwater Sewer Systems.

BACKGROUND:

The City of Santa Paula has provided the collection of wastewater from its residents for more than 60 years. The City collection area is approximately five square miles, and the system serves a population of about 30,000 residents. The City's residents generate approximately 2 million gallons of sewage per day. The wastewater is delivered by gravity flow to the Santa Paula Water Recycling Facility (SPWRF) for Treatment and disposal. Since March of 2019, the City contracted with Ventura Regional Sanitation District (VRSD) to maintain the Wastewater Collection System.

ISSUES/ANALYSIS:

The City executed an operation and maintenance agreement with VRSD on March 20, 2019. The term of the contract was established as April 1, 2019, to March 31, 2023. The date for each operational contract year overlaps with two fiscal years. This poses a problem for budgeting, accounting, and invoicing. Staff recommends the City Council approve Amendment No.1 to the existing agreement which adjusts the annual contract term to coincide with the fiscal year calendar, which begins on July 1 and ends on June 30. This action will extend the agreement end date from March 31, 2023, to June 30, 2023.

Table 1: Original Agreement

Contract Year	Contract Date	Months	Amount

1	April 1, 2019 to March 31, 2020	12	$354,522
2	April 1, 2020 to March 31, 2021	12	$361,612
3	April 1, 2021 to March 31, 2022	12	$368,845
4	April 1, 2022 to March 31, 2023	12	$376,222
	Total =	48	$1,461,201

Table 2: Amendment No. 1

Contract Year	Contract Date	Months	Amount
1	April 1, 2019 to March 31, 2020	12 completed	$354,522
	April 1, 2020 to June 30, 2020	3 completed	$90,403
2	July 1, 2020 to June 30, 2021	12	$363,420
3	July 1, 2021 to June 30, 2022	12	$370,689
4	July 1, 2022 to March 31, 2023	9	$282,167
	April 1, 2022 to June 30, 2023	**3**	**$81,000**
	Total =	51	$1,542,201

FISCAL IMPACTS:

An additional amount of $81,000 will be added to the agreement to extend the contract for an additional three months, from March 31, 2023, to June 2023. After realigning each term year with the fiscal year, the annual budget amounts for Terms 2 – 4 are provided as follows:

- Term 2 (FY 2020/21) = $363,420 (unchanged)
- Term 3 (FY 2021/22) = $370,689 (unchanged)
- Term 4 (FY 2020/23) = $363,167 (increased by $81,000 for 3 additional months)

PERSONNEL IMPACTS:

No personnel impacts are associated with the approval of staff's recommendations.

OPTIONS:

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

1. Do not approve Agreement Amendment No. 1 with Ventura Regional Sanitation District (VRSD) for the operation and maintenance of the

Wastewater Collection and Stormwater Sewer Systems. This would result in continuing a more difficult process with budgeting, accounting, and invoicing each fiscal year for the reasons noted in this report.

ATTACHMENTS:

EXHIBIT A - Amendment No. 1

EXHIBIT A

Amendment No. 2 to VRSD Contract No. 21-004

AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

This AMENDMENT NO. 2 ("AMENDMENT NO. 2") to that certain AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated April 15, 2021 ("ORIGINAL AGREEMENT"), is made and entered into this ____ day of June 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq*., ("VRSD") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") (each a "Party"; and together, the "Parties".

RECITALS

A. On April 15, 2021, VRSD and CITY entered into the ORIGINAL AGREEMENT (VRSD Contract No. 21-004), wherein DISTRICT agreed to manage, operate, and maintain the CITY's Water Recycling Facility ("WRF"), a Publicly-Owned Treatment Works ("POTW"), located at 920 Corporation Street, Santa Paula, CA which discharges tertiary-treated wastewater to groundwater through three percolation bonds adjacent to the WRF.

B. On May 18, 2022, VRSD AND CITY entered into AMENDMENT NO. 1 to the ORIGINAL AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2026, increased the contract amount for FY 2022-2023 to $1,171,920, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment in line with the Fiscal Year not to exceed five percent (5%), required rebates to customers under certain conditions, and revised the grounds and conditions for termination.

C. As used hereafter, the term "AGREEMENT" shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1.

D. CITY and VRSD have determined that it is necessary to amend the AGREEMENT to help VRSD to continue offering cost-effective, essential, public services to public agency wastewater clients, including CITY.

E. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 2 to extend the Term to June 30, 2027, increase VRSD compensation for Fiscal Years 2022-2023 and 2023-2024, update VRSD rates, and add to the list of Services.

F. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, based upon valuable consideration below and the Recitals above, it is mutually agreed by and between the Parties, in accordance with Article 9 of the Agreement,, that the Agreement will be amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. Sections 4.1 and 5.1 of the Agreement and the List of Exhibits are hereby amended in their entirety to read as follows:

"4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2027. Parties may extend the agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided."

"5.1 Operational Costs. CITY shall pay to VRSD the entire cost to VRSD of performing the Services which shall be $1,256,217 for FY 2022-2023 and $1,381,699 for FY 2023-2024. CITY shall be billed only for costs incurred. CITY shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from CITY. For this Agreement, the entire cost to CITY shall include:

a. For personnel services for FY 2023-2024, the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit "F" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Section 5.2.f each year, thereafter.

b. For purchase of supplies, equipment, and services, the actual cost plus a fifteen percent (15%) markup.

c. For provision of equipment and machinery for FY 2022-2023, the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "F" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Section 5.2.f each year, thereafter."

"List of Exhibits:

A. WDR/CDO
B. Scope of Services
C. WRF Design Parameters

D. VRSD Hourly Billable Rates FY 2021 and FY 2022

E. VRSD Water & Wastewater ISF Equipment and Charges FY 2021

F. VRSD FY 2022/2023 Hourly Billable Rates and Equipment & Supply (consumable) Rates; FY 2023/2024 Hourly Billable Rates and Equipment & Supply (consumable) Rates"

2. The term "Exhibit B" in Sections 5.2.f, which applies an annual CPI adjustment between zero (0%) and five percent (5%), and 5.2.g relating to customer rebates, is hereby replaced with the term "Exhibit F".

3. Exhibit A to this Amendment No. 2 is hereby added to the Original Agreement as Exhibit "F", and incorporated by this reference. Exhibit "F" consists of VRSD's (1) FY 22/23 hourly rates and equipment & supply (consumable) rates and (2) FY 23/24 hourly rates and equipment & supply (consumable) rates.

4. Amendment No. 1 inadvertently replaced Exhibit "B" to the Original Agreement ("Scope of Services") with Exhibit B to Amendment No. 1. ("Ventura Regional Sanitation District Proposed Hourly Rates-Revised 12/09/21, July 1, 2022 Through June 30, 2023/Ventura Regional Sanitation District Equipment & Supply (Consumable) Rates-Proposed, July 1, 2022 Through June 30, 2023"). Exhibit B ("Scope of Services") to the Original Agreement is hereby added back to the Original Agreement.

5. The following paragraphs p. and q. are hereby added to Section 3.1:

   "p. Management analyst services in order to maintain and update the MainStar work order system for the Water Recycling Facility.

   q. Purchase of equipment, materials, supplies, and outside services as needed for emergency work when authorized by the City."

6. Unless the City Manager or City Council, as applicable, makes an exception in writing, the City's payment obligations are contingent on future budgets. "Future budgets" shall mean budgets approved by Council following the effective date of this Amendment No. 2.

7. **Integrated Contract.** This Amendment No. 2 reflects the complete understanding of the Parties with respect to the subject matter hereof. To the extent this Amendment No. 2 conflicts with the Agreement (as defined in Recital C), Amendment No. 2 supersedes the Agreement. In all other respects, the Parties hereto re-affirm and ratify all other provisions of the Agreement. From and after the Effective Date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Original Agreement as amended by Amendment No. 1 and this Amendment No. 2. Attached as Exhibit B to this Amendment No. 2 is the Original Agreement (VRSD Contract No. 21-004) and Amendment No. 1, incorporated herein by this reference.

8. **Counterparts**. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute

one agreement.

9. **Authority.** The person or persons executing this Amendment No. 2 on behalf of the respective Parties warrant and represent that they have the authority to execute this Amendment No. 2 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

[Signatures on Next Page]

SIGNATURE PAGE
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF the Parties have executed this Amendment No. 2 as of the day and year first hereinabove written ("Effective Date").

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
Interim City Attorney

VENTURA REGIONAL
SANITATION DISTRICT

_____
Kevin Kildee,
Chairman of the Board

ATTEST

_____
Juliet Rodriguez,
Clerk of the Board

List of Exhibits:

A. VRSD Hourly Billable Rates FY 2022-2023, VRSD Equipment and Supply (Consumable) Rates FY 2022-2023, Hourly Billable Rates FY 2023-2024, and VRSD Equipment and Supply (Consumable) Rates FY 2023-2024
B. VRSD Contract No. 21-004 and Amendment No. 1

EXHIBIT A
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

(Charges and Hourly Rates)

[Attached behind]

EXHIBIT B
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

(VRSD Contract No. 21-004 and Amendment No 1)

[Attached behind]

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2023 THROUGH JUNE 30, 2024

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Air Compressor				$162		
Airless Sprayer Epic 660E				$57		
Bulldog Nozzle		$41				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$32		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$81		
Compressor, Air				$162		
Computer, Laptop				$81		
Concrete Mixer				$81		
Confined Space Tripod/Harness System w/air blower				$81		
Debris Catcher				$41		
Digital Manometer		$2				
Epoxy Injection Machine				$503		
Fleet Vehicle Use (mileage)	$1.63					
Fuel Filtering System				$89		
Gas Analyzer (GEM)						$370
Gas Scope (meter)		$32				
Generator - 2kw				$41		
Generator - 5kw				$41		
Generator - 70kw				$162		
Grunfos Control Box		$24				
Hand Tools				$16		
Laptop computer				$81		
Laser Alignment Equipment				$122		
Lateral Camera (use = each lateral)		$162				
Load Bank				$73		
Line Locator (Detector)				$41		
Manhole Rehab Equipment per vertical foot		$105.40/vft				
Metal Detector (Locator)				$41		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$32				
Mule (ATV)						$454
Oil System				$65		
Peristolic Pump		$32				
pH, Field Tests		$8				
Polymixer						$211
Portable Hydrorodder				$608		
Portable Welder				$32		
Pressure Washer			$8	$65		
Pressure Washer - High Pressure/Hot Water				$89		

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2023 THROUGH JUNE 30, 2024

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Pulse Air System				$89		
Pump - 3" Pump				$65		
Pump - 4" Godwin				$162	$908	$3,650
Pump - 4" Trailer-Mounted Pump				$97	$545	$2,190
Pump - Dewatering Pump (Potable)				$81	$243	$649
Pump - Diaphragm Pump				$162	$908	$3,650
Pump - King Pump				$162	$908	$3,650
Pump - Trash Pump, 6"				$162	$908	$3,650
Pumper Trailer				$81		
Push Camera				$122		
Root Saw or Chain Scraper				$41		
Sampler - Automatic (ISCO)		$49				
Sandblaster				$73		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$48-$211		
Sprayer, Airless and Manhole				$162		
Sprayer, Extreme Airless				$406		
Test Bench, Water (Ford)						$406
Traffic Control Items (cones/signs)				$49		
Vactor with Chase Truck (for traffic control) *			$122	$937		
Vactor without Chase Truck *			$101	$892		
Vacuum Truck *				$511		
Vehicle - MULE (all terrain vehicle)						$454
Vehicle - Standby Truck w/crane, pump, & tank		$41				
Vehicle or Forklift				$41		
Video Inspection Vehicle (TV Van) *				$511		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$97		
Well Control Box (pump controller-QED)		$16				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Bailers & Disposable supplies (filters)		$24				
Consumables				$5		
Float Switch		$86				
Float Weight		$16				

FY2025 Equipment Rates: shall be set by adjusting the prior year's equipment rates for inflation in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI), for a maximum allowable increase of 5%. CPI shall be defined as the index for All Urban Consumers for Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

EXHIBIT B
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

(VRSD Contract No. 21-004 and Amendment No 1)

[Attached behind]

4-15-2021

VRSD CONTRACT NO. 21- __004__

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this _15th_ day of April 2021, by and between the City of Santa Paula ("City"), and the VENTURA REGIONAL SANITATION DISTRICT, a county regional sanitation district formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, ("VRSD"). Together, City and VRSD shall be referred to herein as "Parties."

RECITALS

A. City is the owner of the Santa Paula Water Recycling Facility ("WRF"), a Publicly-Owned Treatment Works ("POTW"), located at 920 Corporation Street, Santa Paula, CA, which discharges tertiary-treated wastewater to groundwater through three percolation ponds adjacent to the WRF. The WRF is more fully described in the California Regional Water Quality Control Board, Los Angeles Region, Waste Discharge Requirements for the City WRF, Order No. R4-2018-0022, File No. 06-189, CI No. 9259 dated February 8, 2018 ("WDR") and Cease and Desist Order No. R4-2018-0023 ("CDO"), which is attached as Exhibit A and incorporated herein by reference; and

B. City WRF is subject to all the terms and conditions of the WDR and CDO and VRSD acknowledges the WDR and CDO and is aware of the WDR and CDO's findings, contents, requirements, prohibitions, and limitations on the WRF; and

C. City desires to enter into an agreement with VRSD for the staffing, operation and maintenance of the WRF, as well as other closely related services, hereinafter collectively referred to as "Services"; and

D. City believes it is in its best long-term interest to transition the WRF operations from a private contractor operation to operation by a public agency.

E. VRSD has the authority, pursuant to Health & Safety Code Section 4700 *et seq.* and Public Contract Code §20782, and capability to provide the requested Services relative to City WRF and is willing to perform such services for the City; and

F. VRSD has represented that they have the requisite knowledge and experience in operation and servicing the City's WRF so that they can provide essential public services to City's customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits.

G. City, based upon the VRSD's representations, experience and qualifications, selected the VRSD to operate and maintain the WRF on the terms set forth herein.

H. At its regular City Council meeting on December 16, 2020, the City Council authorized City staff to seek an agreement with the VRSD to operate and maintain the WRF.

I. It is the mutual desire of the Parties to set forth in this Agreement the terms and conditions under which VRSD will operate and maintain the City WRF.

NOW, THEREFORE, in consideration of these Recitals and the mutual covenants, terms, conditions, and covenants set forth below, the Parties agree as follows:

AGREEMENT

ARTICLE 1: DEFINITIONS

a. "Acceptable Influent" means domestic, commercial, institutional, industrial and other wastewater generated within the jurisdiction of the City and received in the WRF, excluding any substances or contaminants that violate Applicable Laws, Plans, Policies, and Regulations. Influent that exceeds the WRF's Design Parameters is not an Acceptable Influent.

b. [intentionally left blank]

c. "Agreement" means this "Agreement for Water & Wastewater Facility Operation and Management & Maintenance" and all Exhibits attached hereto and made a part hereof, executed by and between City and VRSD, as the same may be amended from time to time.

d. "Applicable Laws, Plans, Policies, and Regulations" means any federal, State or local statute, regulation, ordinance, rule, mandate, order, decree, permit, code, plan, policy or license requirement or other governmental requirement or restriction, or any interpretation or administration of any of the foregoing by any responsible governmental authority, which applies to the Services or obligations of either Party under this Agreement.

e. "Capital Improvement" means, as it relates to the WRF, adding new equipment (accessory, appurtenances, or components thereof), or new structures (as opposed to Routine replacement, maintenance, repair or rebuilding the existing structures) that either: (i) increases its efficiency and capacity for which it was designed and constructed; or (ii) has a service life of at least five (5) years.

f. "Chief Plant Operator" means a VRSD employee with the requisite state licenses and level

of experience to be the primary operations person to run the WRF and to manage all other staff persons, consultants, vendors, subcontractors, third-party personnel or contractors assigned or hired by the City or VRSD to assist in the operation or maintenance of the WRF.

g. "City's Responsibilities" means all responsibilities and obligations of the City related to the subject matter of this Agreement and as fully set forth below.

h. "Commencement Date" means the date that VRSD shall begin to provide Services for the City WRF as set forth in Article 2 of this Agreement.

i. "Damage" means any and all threatened or actual costs, claims, suits, demands, causes of action, judgments, settlements, liabilities, penalties, fines, taxes, interest, citations, forfeitures, liens, environmental contamination, personal injury (including sickness, disease or death), property damage (including loss of use and other economic loss), intellectual property infringement (including settlements, defense costs, judgments, court costs, expert(s) fees, and reasonable attorneys' fees), governmental action (including fines, penalties, and levies) and executions and garnishments and all other expenses (including reasonable attorneys' fees, experts', investigation, and other related fees and costs, including without limitation litigation expenses) and losses. For purposes of this Agreement, damages shall not include any consequential, special or punitive damages of any kind, except to the extent resulting from the gross negligence or willful misconduct of VRSD or the City, as may be the case.

j. "Effective Date" means the date first written above.

k. "Emergency" shall mean an unplanned and unanticipated event which disables all or a part of the WRF, threatens the continued functioning of the WRF, or threatens a violation of any Contract Standard in the Agreement or Applicable Law, Plans, Policies or Regulations.

l. "Facilities" means all of the individual components and elements which comprise the City's WRF as set forth in Exhibit A.

m. "Fiscal Year" means the 12 consecutive month period starting on July 1 and ending on June 30.

n. "Good Industry Practices" means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, licensed, and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this Agreement and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all Applicable Laws, Plans, Policies, and Regulations.

o. "Hazardous Materials" means any petroleum product, oil, hazardous substance, hazardous waste, pollutant and any other material regulated and governed by CERCLA 42 U.S.C. Section 9601, RCRA 42 U.S.C. 6901, the Federal Clean Water Act, Clean Air Act, or any other Law protective of public health, safety, welfare, air, surface water, ground water, soil or the environment (but specifically excluding any laws dealing with the means, methods,

techniques, sequences, procedures of construction and safety of VRSD's workers for which VRSD is responsible), including, without limitation, polychlorinated biphenyls (PCBs) and asbestos.

p. "Maintenance & Repair Items" means all scheduled and unscheduled maintenance, repair and replacement activities required to ensure the efficient and effective operation of the WRF, including, but not limited to, all normal, maintenance of the grounds of the WRF, routine or repetitive activities required to sustain the normal service life of the WRF and the components thereof, non-routine or unscheduled preventative or corrective maintenance, repair, or replacement activities required for the operational continuity, safety and performance of the WRF, and the replacement of all components of the WRF at the end of their planned or actual useful life or as necessary to comply with the obligations of this Agreement.

q. "Permits" means any required governmental licenses, permits and authorizations required to perform the Services and operate the WRF pursuant to this Agreement.

r. "Services" means all of the duties, obligations, and services as defined herein to be provided by VRSD for the WRF, including operational, management, monitoring, reporting, and maintenance, repair and replacement services, which are all further defined and specified in in Exhibit B attached hereto. Notwithstanding Article 5 below, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary permits, licenses and certifications VRSD requires in order to perform the Services.

s. "State" means the State of California.

t. "Term" means the period of time in which this Agreement is in full force and effect as set forth in Article 4 of this Agreement.

u. "Uncontrollable Circumstances" means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder, or expands the scope of the Party's obligations under this Agreement, to the extent such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party, including, without limitation the following:

(i) Force Majeure events that are outside the reasonable control of the Party relying thereon, such as acts of God, acts of terrorism, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, floods that constitute a 100-year flood, explosions, civil disturbances, acts of the public enemy and war;

(ii) Change in Law, defined as the enactment, adoption, amendment, promulgation, issuance, modification, repeal, or change of any Applicable Laws, Plans, Policies, and Regulations that (excluding laws adopted at the time of execution of this Agreement but which

have provisions that take effect after the Commencement Date) establishes requirements affecting the financing or operation or capital costs of the WRF that are materially more burdensome than the most stringent requirements in effect as of the Effective Date;

(iii) Judicial/ Administrative Determinations, defined as the final order, judgment, action or determination of any Federal, State or local court or tribunal of competent jurisdiction, administrative agency or governmental body (other than City if issued pursuant to the provisions of this Agreement expressly authorizing same);

(iv) Permit Terminations, defined as the suspension, termination, interruption, denial or failure of renewal or issuance of any Permit (to the extent not caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD) that is necessary to operate the WRF;

(v) Failure of Essential Services, defined as the failure of any appropriate Federal, State, Municipal, County or other public agency or private utility having operating jurisdiction in the area in which the WRF is located, to provide and maintain utilities, services, communications, water and sewer lines and power transmission lines to the Facilities, except if such failure is caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD;

(vi) Condemnation, defined as the condemnation, eminent domain, taking, seizure, involuntary conversion or requisition of title to or use of the WRF, or any material portion or part thereof by the action of any federal, State or local government or governmental agency;

(vii) Labor Strikes directed at VRSD or other related entities or any subcontractor(s) or supplier(s);

(viii) Miscellaneous Other Uncontrollable Circumstances, as set forth below:

1. any material change that takes place between the Effective Date and the Commencement Date that materially impacts VRSD's performance of the Services;

2. delays or denials of any licenses and approvals that are required to be maintained by VRSD in order to perform the Services;

3. the existence of a concealed or latent environmental condition at the WRF or adjoining sites;

4. contamination of the WRF from Hazardous Substances contained in groundwater, soil or air migrating from sources outside of the WRF;

5. the result of any act, error or omission of any other consultant or contractor engaged by City or its affiliates to perform services at or for the WRF during the Term;

6. the failure of any governmental body or private utility having operational jurisdiction in the area in which the WRF is located to provide and maintain utilities, telephone, internet or telecommunication services;

7. any change in title or placement of any encumbrance on the WRF;

8. the receipt of influent in the WRF other than Acceptable Influent;

9. the failure of City to proceed with and complete a Capital Improvement that VRSD determines is necessary to provide the Services, and which is verified by an independent third party approved by the City and VRSD, in this Agreement;

10. any Capital Improvement that interferes with VRSD's obligations and responsibilities under this Agreement to provide Service to City's WRF;

11. the action or inaction of any third party; and

12. without prejudice to the generality hereof, any other circumstance, cause or occurrence of any kind whatsoever beyond the reasonable control of a Party.

v. "Waste Discharge Requirements" means the WRF's effluent discharge requirements, limits and/or and parameters as set forth in the Order No. R4-2018-0022 and Cease and Desist Order No. R4-2018-0023 issued by the State of California, California Regional Water Quality Control Board, Los Angeles Region, as amended, attached hereto as Exhibit A.

w. "WRF Design Parameters" means those parameters or operational boundaries within which the Facilities were designed to treat influent of no greater characteristics set forth in Exhibit D.

x. "WRF Equipment" means all machinery, components, process-related equipment, property or assets (including pumps, screens, grit handling equipment, sludge handling equipment, chemical feed storage equipment and tank covers), parts and materials contained within the WRF which are owned or leased by City and in use at the WRF as of the Commencement Date by VRSD or City pursuant to this Agreement, all as set forth in Exhibit C.

y. "WRF Safety Defects" means conditions of the WRF that VRSD identifies to City as conditions that are required to be remedied in order for VRSD to perform the Services in compliance with the requirements of the Occupational Health and Safety and Health Act of 1970, 29 U.S.C. 15, and the corresponding federal regulations thereto.

z. [intentionally left blank]

ARTICLE 2: RETENTION OF VRSD

a. VRSD shall provide Services to City on the conditions hereinafter set forth. City's Public Works Director shall administer this Agreement for City. It is expressly understood that the relationship between City and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of City.

b. VRSD shall assign a Chief Plant Operator who shall be the primary liaison to City to work directly with City's Public Works Director in connection with Services to be performed under this Agreement. Such assignment shall be made by written notice to City.

c. VRSD accepts the relationship of trust and confidence established between VRSD and City by this Agreement. VRSD agrees to furnish efficient business administration, personnel services, and superintendence and to use its best efforts to perform the Services in the most expeditious and economical manner consistent with the public interest and in full compliance with Applicable Laws, Plans, Policies, and Regulations and Good Industry Practices. VRSD shall provide the Services described in Article 3 and this Agreement within the limitations of an annual budget total approved by both Parties, unless amended by mutual consent of the Parties.

d. By executing this Agreement for interim WRF staffing, operation and maintenance, VRSD represents that VRSD has:

(i) Generally investigated and considered the scope of Services to be performed at the WRF.

(ii) Generally considered how the Services should be performed.

(iii) Generally understands the Facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

e. For work in Exhibit B Scope of Services, VRSD warrants that VRSD has or will investigate the entire WRF and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should VRSD discover any latent or unknown conditions that may materially affect the performance of the Services, VRSD will immediately inform City of such fact and will not proceed except at VRSD's own risk until written instructions are received from City. In cases that may involve latent or unknown conditions and where VRSD informs the City of such conditions and is waiting for written instructions from the City on how, if at all, to proceed, VRSD shall not be liable for any damages, harm to the City's WRF that are caused by such latent or unknown conditions or caused by any delay in receiving the City's instructions to proceed, if at all, unless caused by VRSD.

f. The Parties acknowledge that City retains exclusive authority and budgetary discretion

relating to the funding of City WRF operation, including provision for acquiring, repairing, maintaining and replacing City's existing WRF Equipment, structures and Facilities and installation of new equipment, structures and facilities or Capital Improvements.

ARTICLE 3: SCOPE OF SERVICES

3.1 VRSD agrees to provide the Services necessary for the management, operation, and maintenance of the following WRF Facilities or components, which shall include the following:

a. Influent lift station.
b. Primary screening.
c. Grit removal.
d. Influent equalization basins.
e. Fine screening.
f. Secondary biological nutrient removal (BNR) process.
g. Membrane separation process.
h. Ultraviolet disinfection process.
i. Aerobic sludge digestion.
j. Screw-type solids dewatering facilities.
k. Backup generator.
l. 14.2 acres of percolation basins for effluent disposal.
m. Operations building with laboratory, restroom, workshop, break room, and administrative offices located over the treatment basins.
n. Odor control.
o. Associated mechanical piping and appurtenances, electrical systems, instrumentation, and controls systems.

3.2 Services under this Agreement are further particularized and set forth in attached Exhibit B.

3.3 Performance Standards

a. Operations Standards. VRSD shall apply Good Industry Practices to operate the WRF within the following parameters as long as influent is deemed to be Acceptable Influent:

(i) Energy usage equal to or less than 5.650 kWh per million gallons of treated effluent between the hours of 6:00 PM and 6:00AM and 5.750 kWh per million gallons of treated effluent between the hours of 6:00 AM and 6:00 PM;

(ii) Treated effluent to meet all requirements from WDR and CDO (Exhibit A), except for chlorides (as detailed in Exhibit A at sections 17-25 on pgs. 7-12) or other parameters outside the control of VRSD;

(iii) No odors outside of the fence line of the facility, in addition to air quality requirements from the Ventura County Air Pollution Control District; and

(iv) No visible trash or debris on the WRF site within the fence line.

b. Design and Construction Standards. VRSD represents and warrants that all repair, and rehabilitation activities will conform to Good Industry Practices.

c. Vendor Warranties. VRSD shall obtain warranties from all vendors and contractors providing services, materials and/or equipment under terms and conditions no less than the standards in the applicable industry and shall provide copies thereof to the City. All such warranties held by VRSD shall be automatically, and without further action by the parties, deemed transferred to the City upon completion of the work and acceptance by the City. VRSD shall use commercially reasonable efforts to assist the City in satisfying all requirements, including but not limited to maintenance obligations, of said warranties so that they remain in full force and effect for the maximum duration of the warranty and are able to be transferred to the City.

d. Material Warranties. VRSD represents and warrants to the City that materials and equipment furnished for the Facility shall be of new and good quality, that the workmanship shall be free from defects and conform to Good Industry Practices, and that the Services shall conform to the requirements of this Agreement. That portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by the City and shall promptly be repaired by VRSD on demand from the City. VRSD's warranty shall exclude normal wear and tear under normal usage. If required by the City, VRSD shall furnish satisfactory evidence as to the kind and quality of materials and equipment used or installed. Such express warranty shall continue in effect until one (1) year after completion and acceptance by the City provided that the foregoing shall not limit VRSD's obligations pursuant to this Agreement and at law. Notwithstanding the foregoing, and such warranty granted herein shall be void to the extent any defect or deficiency that results or is caused by, directly or indirectly, the delivery to the Facility of Influent that is not Acceptable Influent as defined herein.

e. Defects. VRSD shall make any and all repairs or replacements resulting from defects in materials or workmanship (other than any such defects that are the result of or are caused by, directly or indirectly, the delivery to the Facility of influent that is not Acceptable Influent). VRSD shall indemnify, defend and hold the City and the City's employees and agents harmless from all claims, liabilities, losses, costs, expenses and damages arising from any such defects during such periods. VRSD shall make the repairs and replacements required of VRSD promptly upon receipt of written notification from the City. If VRSD fails to make such repairs and replacements promptly or in the case of an emergency where VRSD is not able to immediately make such repairs or replacement, the City may repair or replace the defective element of the Facility and VRSD shall reimburse the City for the cost thereof (together with an administrative fee of ten percent (10%) of the cost of the repairs or replacement work) within ten (10) days after written demand.

ARTICLE 4: AGREEMENT EFFECTIVE DATE AND TERMINATION

4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2022. The Agreement may be extended on a month-to-month basis upon

mutual consent of Parties. Parties may extend the Agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided.

4.2 Termination by City. City may terminate this Agreement in the event of a material default by VRSD in any of VRSD's obligations hereunder. For purposes of this Agreement, a material default shall be defined as VRSD's failure to perform any of the obligations contained in Article 3 or 7 herein or this Agreement. Such termination by City shall be effective only if the default remains uncured upon the expiration of sixty (60) days after VRSD's receipt of written notice from City specifying the default. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD from liability for such default. In case of termination of this Agreement by City for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default minus costs incurred by the City resulting from the material default. City may terminate this Agreement if City and VRSD cannot agree on an annual budget for any Fiscal Year during the term of this Agreement.

4.3 Termination By VRSD. VRSD may terminate this Agreement in the event of a material default by City in any of City's Responsibilities hereunder or if cannot fulfill the terms and conditions of Section 7.2.a. For purposes of this Agreement, a material default shall be defined as City's failure to perform any of the obligations contained in Article 6 or this Agreement. Such termination by VRSD shall be effective only if the default remains uncured upon the expiration of sixty (60) days after City's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of City shall not relieve City from liability for such default.

ARTICLE 5: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

5.1 Operational Costs. City shall pay to VRSD the entire cost of performing the Services within the Base Monthly Fee which shall not exceed $240,000 a quarter (*i.e.*, 13 weeks), unless amended and agreed to by the City. VRSD's rate schedules are attached as Exhibits D and E, and subject to adjustment annually. City shall be billed only for costs incurred, which may include, from time to time, the mutually agreeable cost of subcontractors needed for the operation and maintenance of the WRF. City shall not be billed for costs exceeding the total budgeted amount, except for the subcontractor situation noted above, and VRSD shall not be obligated to perform work that would exceed the total budgeted amount without amendment of the jointly adopted budget specified in City's approved budget. A budget shall be adopted by both Parties following annual review and consultation and each succeeding budget total shall become a part of this Agreement. For the purpose of this Agreement, the entire cost to City for VRSD Services shall include:

a. For personnel services, the VRSD billing rate associated with the classification of each individual performing a Service or Services, as shown in the jointly adopted budget and associated billing rate schedule for each effected fiscal year.

b. For services and supplies, the actual cost of the materials and services purchased, to which overhead has been applied and included in the jointly adopted budget. The overhead amount may be reviewed and adjusted for each successive Fiscal Year this Agreement is in effect. VRSD shall, pursuant to its own procedures, practices, and regulations, arrange for the purchase of and payment for all service and supply items.

c. For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in the jointly adopted budget and associated billing rate schedule.

5.2 Compensation for Services

a. On or before the tenth (10th) day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), VRSD shall mail to City a bill setting forth the fees for such prior month based on approved work and materials. Payment is due thirty (30) days after the invoice date, City shall present payment to VRSD for full amount of such undisputed fees.

b. If City disputes any amount billed by VRSD in any billing statement, City shall nonetheless pay the undisputed amount and shall mail to VRSD detailed written objection within twenty (20) days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to City for its objection to or disagreement with such amount. If City and VRSD are not able to resolve such dispute within twenty (20) days after City's objection, either party may pursue legal remedies in accordance with the dispute resolution procedures in this Agreement.

c. If payment in full of any undisputed bill rendered by VRSD is not made as required, the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. VRSD shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any undisputed and unpaid balance hereunder. City may, at its option, pay all or any portion of a bill under written protest and bring action to recover same.

d. City may order changes in the Services within the general scope of this Agreement, consisting of additions, deletions or other revisions, and the contract price will be adjusted accordingly. All such changes must be authorized in writing, executed by VRSD and City. The cost or credit to City resulting from changes in the Services will be determined in accordance with written agreement between the Parties.

e. City and VRSD acknowledge and agree that VRSD may bill the costs of any subcontractor mutually agreed to by the Parties needed to help VRSD with WRF operation or maintenance services to the City for payment in accordance with 5.2.a. above.

5.3 Existing Fixed Assets

All WRF Equipment, including, but not limited to, existing City fixed assets, rolling stock, inventory and supplies of and accessory to the WRF are and will remain the property of City. VRSD is acting solely as an agent on behalf of City in the acquisition, use, and disposition of fixed assets, rolling stock, inventory and supplies of and accessory to the WRF. VRSD shall not enter into contracts or purchase orders for acquisition or disposal of WRF Equipment or City fixed assets without prior approval of City.

5.4 Record-Keeping and Records

VRSD shall maintain all accounting and record keeping in conformance with generally accepted accounting principles and all applicable laws and regulations.

5.5 Examination of Records

The Parties agree that the Parties shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of the other party and of all the transactions relating to this Agreement.

5.6 Prevailing Wages

a. VRSD is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). VRSD agrees to fully comply with such Prevailing Wage Laws. VRSD shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon VRSD and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Sections 1777.5 and 1777.6), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, VRSD and all subconsultants performing such Services must be registered with the Department of Industrial Relations. VRSD shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be VRSD's sole responsibility to comply with

all applicable registration and labor compliance requirements.

ARTICLE 6: CITY'S RESPONSIBILITIES

6.1 Documentation. Prior to commencement of this Agreement and throughout the term of this Agreement, City shall provide VRSD, without charge, all information available to and in possession of the City regarding any work performed by City or others in connection with the WRF, including but not limited to: pertinent maps, diagrams, reports, samples, test results, plans and specifications, necessary legal and regulatory information, etc., which is required in connection with the performance of Services under this Agreement.

6.2 Equipment. City shall provide to VRSD, for VRSD's sole and exclusive use, a list of all WRF Equipment. Within 120 days after the Commencement Date, VRSD shall complete a list of all WRF Equipment which shall be attached as Exhibit F and submit as copy to City. Unless otherwise provided in this Agreement, City shall, during the Term of this Agreement, be solely responsible for the cost of replacing the City's WRF Equipment as reasonably determined by VRSD to be necessary for the operation of the WRF except to the extent caused by the negligence or willful misconduct of VRSD. Notwithstanding any other provision in this Agreement, VRSD shall not be liable for any WRF Equipment failure, malfunction or breakdown that occurs during the 120 day time period needed for VRSD to complete its WRF Equipment list.

6.3 Permits and Licenses. City shall, at its sole cost and expense a obtain and maintain all Permits required to operate the WRF, including but not limited to those listed in Exhibit E. Notwithstanding the foregoing to the contrary, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary Permits and certifications VRSD requires in order to perform the Services.

6.4 Capital Improvements. City shall, at its sole cost and expense, be responsible for any and any all Capital Improvements expenditures to the WRF for compliance with Applicable Laws, Plans, Policies and Regulations and within Design Parameters. VRSD shall submit, for City's approval, Capital Improvement expenditures prior to incurring any such expense. Each request for approval will identify the reason and estimated costs for the expenditure. Notwithstanding anything to the contrary in this Section 6, VRSD shall have the right, in emergency situations, to authorize the expenditure of monies for Capital Improvements where the failure to do so would have an adverse effect, as determined by VRSD, on the WRF Facilities or the City WRF Equipment. In such an emergency situation, VRSD shall contact the City immediately. VRSD shall participate in the City's annual budgeting process and, based on industry standards and their experience operating wastewater facilities, will make a good faith effort to identify and assist in budgeting for Capital Improvements to be performed by the City. VRSD may be directed by the City to perform Capital Improvements, as mutually agreed upon. This out of scope cost will be based on actual equipment, material, subcontractor costs, VRSD standard hourly rates (per Exhibit E), and maximum 15% administrative fees assigned to materials, equipment, outside professional services (other than those provided by VRSD), and other direct costs which shall include, but not be limited to additional insurance, consultant costs, and subcontractor costs.

6.5 Representations. City hereby represents and warrants to VRSD as follows:

a. City is a municipal corporation duly created and existing pursuant to the laws of the State of California. City has the requisite power and authority to enter into this Agreement.

b. As of the Commencement Date, City will have obtained all requisite approvals for the budgeting of the payment for the VRSD operational costs and compensation for Services for the first year of the Term, with an allocation and established line-item for the collective VRSD Service Fee to be paid to VRSD for the remainder of the Term.

c. City has the legal capacity and authority to assess rates for the supply of wastewater services to customers of the Facilities.

d. City has enacted, or will have enacted by the Commencement Date, all municipal laws, ordinances, or regulations necessary for the performance of this Agreement. City shall establish rates and fees for sewer services, which such rates and fees shall be sufficient to ensure compensation to VRSD for the Services to be performed hereunder and to maintain the WRF in good working order to comply with Applicable Laws, Plans, Policies, and Regulations.

e. By executing this Agreement, City represents to VRSD that the City's WRF is generally in good condition and compliant with Applicable Laws, Plans, Policies, and Regulations for the operation of these systems. Parties further acknowledge and agree that the WRF's condition and compliance with Applicable Laws, Plans, Policies, and Regulations is subject to Los Angeles Regional Water Quality Control Board Cease and Desist Order No. R4-2018-0023 and pending variances from the Ventura County Air Pollution Control District Hearing Board.

ARTICLE 7: INSURANCE

7.1 VRSD, at its sole discretion, shall determine the method to be used in the management of its risk associated with providing Services to the WRF. VRSD shall have the right to self-insure or provide coverage through the California Sanitation Risk Management Authority or similar insurance carrier or a combination of both self-insurance or insurance company so long as it provides certificates of insurance to City in amounts not less than those specified below:

a. Workers' Compensation and Employer's Liability in accordance with applicable laws or $4,000,000 coverage limit.

b. General & Automobile Liability with combined single limit of $5,000,000 for bodily injury, death or property damage.

c. Professional Liability with a coverage limit of $1,000,000.

7.2 a. If City requires VRSD to have Pollution Liability coverage of any specified amount on a per claim or occurrence basis, City shall inform VRSD in writing of this requirement within 60 days of the Commencement of this Agreement. If City requires such insurance coverage from VRSD, City agrees to indemnify, defend and hold harmless VRSD, its officials, officers, agents, representatives, consultants, contractors, directors, and employees from any and all pollution

related claims, losses, damages, actions, enforcement actions, regulatory actions or lawsuits from the Commencement of this Agreement until such time as VRSD may obtain such City-required insurance coverage, but in no event shall this indemnification, defense and hold harmless period exceed 180 days from the Commencement date. This provision shall be in addition to section 8.1.b. below and shall not be construed otherwise.

b. VRSD may include the cost of securing and maintaining all insurance coverages set forth in Sections 7.1, 7.2.a. and 7.4 in its monthly billing to the City for payment of Operational Costs and Compensation for Services in Article 5. Such insurance costs shall be in addition to VRSD's Operational Costs. And City agrees to pay such insurance costs in accordance with its payment obligations in Article 5.

7.3 VRSD may retain risks of accidental loss which occur with predictable frequency and will not have serious adverse effect on VRSD's fiscal position. When insurance is purchased, Certificates of Insurance evidencing coverage shall be provided by VRSD prior to commencement of work under this Agreement and VRSD shall maintain insurance acceptable to the City for the duration of the Agreement. These certificates shall name City and its officers, officials, employees, agents, volunteers as Additional Insureds and contain a provision that coverage afforded under the policies will not be canceled until at least 30 days' prior written notice has been given to City. Coverage provided by VRSD shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. If applicable, VRSD shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

7.4 Professional liability coverage will be on an occurrence basis.

ARTICLE 8: HOLD HARMLESS & INDEMNIFICATION

8.1 a. By VRSD: VRSD shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors and their respective agents, servants, directors, officers and employees, for, from and against any and all Damage or Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plans, Policies and Regulations (b) any act, error or omission of VRSD (or its employees, agents or contractors engaged directly by VRSD) in connection with or respect to the performance of the VRSD Services or the performance of any of its obligations hereunder; (c) VRSD's release, transportation, migration, generation, treatment, processing, storage, use, discharge or disposal of any Hazardous Materials (collectively, "Discharge") in, on or under, the WRF Facilities, or the condition of any existing Hazardous Materials made worse, in each case by VRSD; (d) the breach by VRSD of any other obligation hereunder including the breach by VRSD of any warranties or representations made or given in, or pursuant to, or in connection with this

Agreement; (e) any claim that the VRSD Services constitute an infringement on rights claimed by third parties; (f) employees, subcontractors, or agents filing of an employment and/or workers' compensation claim; or (g) any execution, lien, levy, garnishment or other claim made or filed by a third party, whether or not arising from the VRSD Services, against a the City, City indemnitee or the Facilities except such Claim caused by the sole negligence or willful misconduct of the City. VRS agrees to defend, at its sole cost and expense, the City in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. VRSD shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of the City, such consent not to be unreasonably withheld or delayed. The City shall reasonably cooperate in the defense as VRSD may request. The City shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

b. By the City: The City shall indemnify, defend and hold harmless VRSD, its agents, servants, directors, officers and employees, for, from and against any and all Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plan, Policies and Regulations, resulting or arising, directly or indirectly, from: (b) any act, error or omission of the City (or its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors (other than VRSD) engaged directly by the City) in connection with or respect to the performance of any of its responsibilities and obligations hereunder; (c) the breach by the City of any warranties or representations made or given in, or pursuant to, or in connection with the Agreement; (d) the breach by the City of any other obligation hereunder; or (e) any Discharge of any Hazardous Materials in, on or under, the Facilities, or the condition of any existing Hazardous Materials made worse, in each case by the City. The City agrees to defend, at its sole cost and expense, VRSD in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. The City shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of VRSD, such consent not to be unreasonably withheld or delayed. VRSD shall reasonably cooperate in the defense as the City may request. VRSD shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

8.3 Comparative Negligence. If both VRSD and the City are found by an independent fact finder to be negligent, and the negligence of both is the proximate cause of such claim for Damages, then, in that event, each party shall be responsible for the portion of the liability equal to such party's comparative share of the total negligence subject, however, to any comparative fault laws of the governing jurisdiction to the contrary.

8.4 Qualifications; Limitation of Liability. Except as set forth above, a party's liability for indemnity under this Agreement shall not be limited in any way by any restriction on the amount or types of Damages (including, by way of illustration only, compensation or benefits payable by or for such party or its subcontractors under any worker's compensation laws or by any limits of any insurance required to be maintained hereunder) and such limitations are hereby waived. This

indemnity shall apply without regard to whether a public or private claimant asserts a Damage and whether in an investigative, judicial or administrative proceeding, civil or criminal.

8.5 Parties understand and agree that the foregoing provisions regarding mutual indemnification will survive termination of this Agreement.

ARTICLE 9: MODIFICATION OF TERMS AND ENTIRE AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

ARTICLE 10: ASSIGNMENT

Neither party shall assign nor transfer its interest in this Agreement without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

ARTICLE 11: ARTICLE HEADINGS/CAPTIONS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY/SEVERABILITY

If any term, covenant, condition, or provision of this contract is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: COUNTERPARTS

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

ARTICLE 14: NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and shall not confer upon any other person, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

ARTICLE 15: UNCONTROLLABLE CIRCUMSTANCES

15.1 Relief from Obligations. Except as expressly provided under the terms of this Agreement, neither party shall be liable to the other for any loss, damage, delay, default or failure

to perform any obligation to the extent it results from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but no other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances. City shall pay the VRSD operational costs and compensation for Services during the continuance of any Uncontrollable Circumstance, adjusted to account for any cost reductions achieved through VRSD mitigation measures required by subsection (B) of this Section, as well as for any cost increases or monies previously accrued to which VRSD is entitled under this Section.

15.2 Notice. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone or facsimile, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (a) the Uncontrollable Circumstance and the cause thereof (to the extent known); and (b) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected.

15.3 Mitigation. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide the other party with a description of: (a) the amount, if any, by which the VRSD operational costs and compensation for Services is proposed to be adjusted as a result of such Uncontrollable Circumstance; (b) any areas where costs might be reduced and the approximate amount of such cost reductions; and (c) its estimated impact on the other obligations of such party under this Agreement. The affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

ARTICLE 16: NOTICES

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage paid mail addressed as follows:

To City:

CITY OF SANTA PAULA
P.O. Box 569

Santa Paula, CA 93061
Attn: Clete Saunier, Public Works Director

To VRSD:

VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704
Attn: Chris Theisen, General Manager

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 17: NO WAIVER

No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive either Party of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 18: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that venue for any litigation arising from this agreement shall be County of Ventura Superior Court.

ARTICLE 19: DISPUTE RESOLUTION

The Parties shall endeavor to resolve all claims and disputes in a timely fashion and in good faith though direct discussions by the Parties and their respective representatives who shall possess the authority to resolve such disputes.

Claims, disputes, or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as a condition precedent to any binding dispute resolution or settlement. The parties shall select one (1) mutually agreeable disinterested third party ("Mediator") with expertise in the development and construction of similar projects, and the Parties and the Mediator shall agree upon the dates, times, locations, and manner of proceeding with such process. The Parties shall share the Mediator's fee and any filing fees equally. The mediation shall be held in the County of Ventura, unless another location is mutually agreed upon.

Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon. Any litigation or other dispute resolution proceedings arising from or related to performance of this Agreement shall be filed and adjudicated in Ventura County,

California.

ARTICLE 20: SUBCONTRACTORS

VRSD shall not subcontract any portion of the work 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.

[Signature Page to Follow]

SIGNATURE PAGE FOR AGREEMENT FOR WATER & WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

VENTURA REGIONAL SANITATION DISTRICT

Jim Friedman

By Jim Friedman (Apr 15, 2021 10:06 PDT)

Jim Friedman, Chairman of the Board of Directors

APPROVED AS TO FORM:
ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL, LLP

Robert N. Kwong

By Robert N. Kwong (Apr 15, 2021 10:07 PDT)

Robert N. Kwong
Legal Counsel for DISTRICT

CITY OF SANTA PAULA

By

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

APPROVED AS TO FORM
BEST, BEST & KRIEGER

By

John Cotti
City Attorney

List of Exhibits:

A. WDR/CDO
B. Scope of Services
C. WRF Design Parameters
D. VRSD Hourly Billable Rates FY 2021 and FY 2022
E. VRSD Water & Wastewater ISF Equipment and Charges FY 2021

February 15, 2018

Michael Rock, City Manager
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93061

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CLAIM NO. 7017 1450 0002 1559 0539

WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2018-0022 AND CEASE AND DESIST ORDER NO. R4-2018-0023 FOR SANTA PAULA WATER RECYCLING FACILITY (SPWRF) – CITY OF SANTA PAULA (FILE NO. 06-189, CI NO. 9259, GLOBAL ID WDR100000849)

Dear Mr. Rock:

Our letter of February 5, 2018, transmitted the second revised tentative Waste Discharge Requirements and Cease and Desist Order (WDRs/CDO) for the Santa Paula Water Recycling Facility – the City of Santa Paula.

Pursuant to Division 7 of the California Water Code, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) at a public meeting held on February 8, 2018, reviewed the second revised tentative WDRs/CDO, considered all factors in the case, and adopted WDRs Order No. R4-2018-0022 and CDO No. R4-2018-0023 (copies enclosed) relative to this discharge. The adopted WDRs/CDO will be posted on the Regional Board's website at:

http://www.waterboards.ca.gov/losangeles/board_decisions/adopted_orders/

The City of Santa Paula shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under the WDRs/CDO, including groundwater monitoring data, discharge location data, and searchable Portable Document Format of monitoring reports to the State Water Resources Control Board GeoTracker database under Global ID WDR100000849.

If you have any questions, please contact the Project Manager, Dr. Don Tsai at (213) 620-2264 (Don.Tsai@waterboards.ca.gov), or me at (213) 576-6683 (Eric.Wu@waterboards.ca.gov).

Sincerely,

Eric Wu, Ph.D., P.E.
Chief of Groundwater Permitting Unit

Enclosures:

1. Waste Discharge Requirements Order No. R4-2018-0022
2. Attachments A to E
3. Cease and Desist Order No. R4-2018-0023

cc (via email): Mr. John Ilasin – City of Santa Paula
Mr. Jim Kuykendall – Stantec
Ms. Ashli Desai – Larry Walker Associates
Ms. Stephanie Medina, Heal the Bay
Mr. William C. Stratton, County of Ventura Environmental Health Division
Mr. Jeff Pratt, Ventura County Public Works Agency
Mr. Chris Theisen, Ventura Regional Sanitation District
Mr. Mauricio E. Guardado, United Water Conservation District
Department of Fish and Game, Region 5
Ventura County Waterworks District 16
Mr. Donald Westerdale
Mr. David Lippert
Mr. Norman Bigott
Ms. Kate Neiswender
Ms. Katherine Malzacher
Dr. Edo McGowan
Mr. David W. Rowlands, City of Fillmore

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

320 West 4th Street, Suite 200, Los Angeles, California 90013
(213) 576-6660 • Fax (213) 576-6640
http://www.waterboards.ca.gov/losangeles/

ORDER NO. R4-2018-0022
FILE NO. 06-189
CI NO. 9259

WASTE DISCHARGE REQUIREMENTS
FOR
CITY OF SANTA PAULA
(SANTA PAULA WATER RECYCLING FACILITY)

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) finds:

PURPOSE OF ORDER

1. The City of Santa Paula (City or Discharger) is the owner of the Santa Paula Water Recycling Facility (SPWRF), a Publicly-Owned Treatment Works (POTW), located at 920 Corporation Street in Santa Paula, California (Figure 1). The SPWRF, currently operated by American Water, discharges tertiary-treated wastewater to groundwater via three percolation ponds adjacent to the facility.

2. The City was previously regulated under Waste Discharge Requirements (WDRs) contained in Order No. R4-2007-0028, adopted by this Regional Board on May 3, 2007. The Regional Board amended Order No. R4-2007-0028 three times as follows:

   A. Order No. R4-2010-0074, adopted by this Regional Board on May 6, 2010, required that effluent discharged to percolations ponds shall not exceed 2.6 million gallons per day (MGD).

   B. Order No. R4-2007-0028-R02, adopted by this Regional Board on February 2, 2012, incorporated pretreatment program requirements and corresponding monitoring requirements.

   C. Order No. R4-2007-0028-R03, adopted by this Regional Board on April 6, 2017, extended the expiration date of Order No. R4-2007-0028 from May 3, 2010 to December 15, 2017 or upon future issuance of new or revised WDRs.

   D. Order No. R4-2007-0028-R04, adopted by this Regional Board on December 21, 2017, extended the expiration date of Order No. R4-2007-0028 from December 15, 2017 to March 31, 2018 or upon future issuance of new or revised WDRs.

3. On October 1, 2015, the Regional Board directed the City to submit a Report of Waste Discharge (ROWD) for application of renewal of the City's WDRs to discharge treated wastewater from the SPWRF to the percolation pond. On December 5, 2015, the City filed its ROWD for the SPWRF.

4. To verify the information provided in the ROWD, Regional Board staff conducted inspections of the SPWRF on December 8, 2015 and December 28, 2016, including the wastewater treatment processes, percolation ponds, and groundwater monitoring wells.

5. The purpose of this Order is to renew WDRs for the City's SPWRF. This Order includes updates to effluent limitations, groundwater limitations, and Monitoring and Reporting Program (MRP) CI No. 9259 to ensure that the City's discharge of waste complies with water quality objectives set forth in the *Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties* (Basin Plan) and is protective of beneficial uses.

BACKGROUND

6. Before 2010, the City's wastewater was treated at the Santa Paula Wastewater Reclamation Plant (Plant), which discharged the treated wastewater to the Santa Clara River. That discharge was regulated by a National Pollutant Discharge Elimination System (NPDES) permit. Due to the age of the Plant, which was built in 1939, the City was unable to comply with the effluent limitations for biological oxygen demand (BOD), total suspended solids (TSS), turbidity, bacteria, residual chlorine, nitrate-nitrite, sulfate, and toxicity, as set forth in its NPDES permit. More than 3,000 violations at the Plant lead the Regional Board to engage in settlement discussions with the City, resulting in a Stipulated Consent Judgment and Final Order in 2007. The City chose to build a new treatment plant, the SPWRF, to discharge to groundwater through percolation ponds. The City was required to complete construction of the new SPWRF by September 15, 2010 and be in full compliance with WDRs set forth in Order No. R4-2007-0028 by December 15, 2010.

7. Construction of the SPWRF began in July 2008 and was completed in December 2009. The SPWRF began accepting partial flow in April 2010 and then accepted all flow from the City in May 2010. The Plant built in 1939 was thereafter decommissioned.

8. According to the United States Census Bureau, approximately 19% of the population in the City have income levels below the poverty line, and approximately 25% of area in the City is categorized as a disadvantage community (less than 80% of the State's median household income) or a severely disadvantaged community (less than 60% of the State's median household income). The average sewer fee assessed for a single family was about $88, based on the City's *2014 Water and Sewer Rate Study Results*.

9. Drinking water supplied to the City is produced from deep wells including Well 1-B, Well 11, Well 12, Well 13, and Well 14, which are owned and operated by the Water Division of the City and produce up to 10.6 MGD. Water produced at all five wells between 2010 and 2016 complied with all primary state and federal drinking water standards. Table 1 summarizes drinking water test results for total dissolved solids (TDS), sulfate, chloride, and boron from the City's 2010-2016 Annual Water Quality Reports, as compared to the groundwater quality objectives (GQOs) set forth in the Basin Plan.

Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)

Period	TDS	Sulfate	Chloride	Boron
2010	941	440	43	0.53
2011	918	428	41	0.54

Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)				
Period	**TDS**	**Sulfate**	**Chloride**	**Boron**
2012	964	442	42	0.52
2013	693	208	47	0.52
2014	975	420	42	0.54
2015	941	405	44	0.47
2016	981	440	48	0.55
GQOs	**2000**	**800**	**110**	**1.0**

CURRENT FACILITY AND TREATMENT PROCESS DESCRIPTION

10. SPWRF and Vicinity

A. The SPWRF (34° 19' 56.3" N, 119° 04' 57.2" W) is sited on a 50-acre parcel along Calpipe Road and Todd Lane in Santa Paula, California (Figure 1). The SPWRF is approximately 1,200 feet southeast of Highway 126, approximately 1,000 southwest of Shell Road, and approximately 1,300 feet northwest of the Santa Clara River.

B. The SPWRF is located over the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4) (Figure 2).

11. SPWRF Treatment

A. The SPWRF treats wastewater generated within the City and is designed for a flow of 4.2 MGD. Based on the discharge records between July 2010 and June 2017, the monthly average effluent discharged from the SPWRF ranged between 1.36 and 2.44 MGD, with an average of 1.86 MGD.

B. The wastewater treatment process at the SPWRF (See Figure 3 for process flow schematic) consists of preliminary treatment (coarse and fine mechanical screening and grit removal at the Influent Lift Station), flow equalization (two flow equalization tanks), secondary treatment (three aeration tanks with nitrification and denitrification activated sludge), tertiary treatment (six biomembrane reactors, providing further carbonaceous oxidation, nitrification/denitrification and solids removal to meet the limits of the WDRs), and disinfection (UV). Treated and disinfected effluent is discharged to three percolation ponds (Figure 4). The returned activated sludge is treated at two of three aerobic digesters (one aerobic digester is for backup) after being thickened at two thickeners. The solids generated at the aerobic digesters receive final dewatering at the screw dewatering press. Final solids meeting the United States Environmental Protection agency (USEPA) Class B reuse standards are sent to the Ventura County Regional Bio-Solids facility.

C. The SPWRF was not designed to remove chloride. Since the SPWRF has no ability to remove chloride, chloride is passed through to the effluent and then groundwater via discharges to the percolation pond.

D. The City owns and operates the sewer collection system, which conveys domestic, commercial, and industrial wastewater to the SPWRF. Two industrial users within the City are Aurora Casting (metal foundry) and Saticoy Lemon (lemon packing house). The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of the sewer collection system. The City has been implementing an industrial wastewater Pretreatment Program for the SPWRF, which has been approved by the USEPA and the Regional Board.

E. Percolation Ponds

i. The three percolation ponds were built on approximately 34 acres of agriculture land (Figure 4) and are located along Todd Lane in the Santa Clara-Santa Paula Groundwater Basin area.

ii. The Regional Board classified the discharge to the percolation pond as a discharge of treated wastewater to land that is subject to WDRs.

iii. A hydrologic model completed by the City in 2008 indicated that the percolation pond have a maximum discharge capacity of 2.6 MGD during wet years. Therefore, the allowable discharge of the SPWRF was reduced from 8 MGD to 2.6 MGD in Order No. R4-2010-0074 (amending Order No. R4-2007-0028).

GROUNDWATER DEPTH AND MONITORING WELLS

12. Depth to groundwater within the shallow aquifer at the site ranges from approximately 15 to 49 feet below ground surface. Groundwater gradients generally appear to parallel the ground surface, gently sloping downward to the southwest. During wet years, groundwater may rise to within 10 to 11 feet below ground surface in the area along the Santa Clara River.

13. The City owns and currently samples eight (8) groundwater monitoring wells, including MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8 (shown on Figure 4). Per Section IV.C.3 of the Monitoring and Reporting Program (MRP) (Attachment E), the City will be proposing a modified groundwater monitoring network. Upon approval by the Executive Officer, the modified groundwater monitoring network will be used to determine compliance with the groundwater limitations in this Order, demonstrate that the discharge via percolation ponds does not cause mounding of groundwater, and to generally monitor the change of groundwater quality to ensure that the discharge does not cause adverse impacts to groundwater.

COMPLIANCE HISTORY

14. Based on data collected from July 2010 to June 2017, the City had the following number of exceedances recorded in the effluent and groundwater at the SPWRF, which are identified in Table 2.

Table 2 – Number of Exceedances Recorded in Effluent and Groundwater

Pollutants	Effluent	Groundwater
Chloride	84	174
Di(2-ethyl)phthalate	1	---

Table 2 – Number of Exceedances Recorded in Effluent and Groundwater		
Pollutants	**Effluent**	**Groundwater**
Dioxin	1	---
Total nitrogen	1	---
Nitrate plus nitrite	---	1
Sulfate	---	1
chromium	---	5
Aluminum	---	10
Nickel	---	1
Boron	---	1

Multiple effluent and groundwater limitations were exceeded during the period between the 2nd quarter of 2010 and the 3rd quarter of 2011. Beginning with the 4th quarter of 2011, the City had met all effluent limitations except for chloride. As previously noted, the SPWRF was not designed to remove chloride. The monthly effluent chloride concentration ranged from 125 to 166 mg/L and continuously exceeded the effluent chloride monthly average of 110 mg/L. Table 3 summarizes the annual average chloride concentrations in the SPWRF effluent.

Table 3 – Annual Average Chloride Concentrations[1] (mg/L) in SPWRF Effluent	
2010	156
2011	153
2012	149
2013	155
2014	145
2015	134
2016	137
2017 (Jan – Jun)	141
Range[2]	**144.4 ± 8.2**

Table Notes:

[1] All data collected from grab samples.

[2] Data range is based on one standard deviation.

15. Table 4 summarizes the groundwater annual average chloride concentration before and after the SPWRF began discharging via the percolation pond. The annual average chloride groundwater concentration was 108 mg/L at the downgradient water supply Well AW03 prior to initiation of discharge at the percolation pond in 2010. After the SPWRF began discharging to the percolation pond, the annual average chloride groundwater concentration increased to 135 mg/L at Well AW03. Monitoring data from the upgradient groundwater monitoring Well MW-3 indicates an annual average chloride groundwater

concentration of 100 mg/L. This information suggests that the background groundwater chloride concentration was around 100 mg/L. Groundwater chloride concentrations at the downgradient groundwater monitoring Well MW-5 have been recorded between 135 and 155 mg/L, with an average of 142 mg/L. This data closely aligns with the SPWRF's effluent chloride concentration of approximately 144 mg/L (Table 3). The groundwater and effluent data indicate that the chloride discharges from the SPWRF have impacted, and continue to impact, the receiving groundwater quality in the vicinity of the SPWRF.

Table 4 – Annual Average Chloride Concentration[1] in Groundwater (mg/L)

Period	Downgradient MW-5[2]	Downgradient 03N21W21G03S[3]	Upgradient MW-3[4]
Prior to Discharge from SPWRF			
2003	---	113	---
2004	---	111	---
2005	115	117	92
2006	114	112	88
2007	108	110	85
2008	87	100	78
2009	74	92	96
Range[5]	**99.6 ± 16.3**	**107.9 ± 8.6**	**87.8 ± 6.1**
After Discharge from SPWRF			
2010 (Jul – Dec)	145	138	93
2011	145	146	112
2012	153	135	87
2013	155	136	103
2014	135	129	115
2015	136	129	108
2016	135	134	103
2017 (Jan – Jun)	121	131	82
Range[5]	**142.4 ± 17.6**	**134.0 ± 6.7**	**100.2 ± 15.2**

Table Notes:

[1] All data collected from grab samples.

[2] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-5 with screen intervals of 42 to 62 feet, located approximately 50 feet downgradient from Percolation Pond 3.

[3] Water supply Well AW03 is owned and operated by a private entity. This well is located approximately 300 feet southwest of Well MW-5. The screen intervals of Well AW03 are from 80 to 120 below surface grade. Water produced at this well is used for agricultural irrigation only.

[4] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-3 with screen intervals of 25 to 45 feet, located approximately 1,800 feet upgradient from Percolation Pond 1.

[5] Data range is based on one standard deviation.

16. The Regional Board issued three Notices of Violation (NOVs) to the City, dated November 3, 2011, December 30, 2014, and March 20, 2017, for exceedances of the chloride effluent and groundwater limitations in Order No. R4-2007-0028. These NOVs required the City to implement corrective and preventative actions to bring the City's discharge to full compliance with the chloride effluent limitation and receiving water requirements specified in Order No. R4-2007-0028.

PLAN FOR CHLORIDE COMPLIANCE

17. The City's efforts to reduce the chloride concentration in the influent to the SPWRF are summarized below:

    A. The City identified that the influent to the SPWRF contains brine with elevated chloride concentration from Self-Regenerating Water Softeners (SRWS). There are approximately 1,250 residential SRWS used in the City.

    B. On September 5, 2006, the City established Ordinance No. 1160 prohibiting the installation or replacement of residential SRWS.

    C. On June 22, 2015, the City adopted Resolution No. 6918 approving a SRWS Buyback and Incentive Program. This program offers a financial incentive to residents to voluntarily remove SRWS. A Kick-Off SRWS Buyback event was held on September 19, 2015. The removal of SRWS under this program began in October 2015. As of September 30, 2017, 255 of the approximately 1,250 SRWS have been removed. Table 5 summarizes the progress of SRWS removal by comparing the monthly average chloride concentration in the effluent compared to the accumulated number of SRWS removed. A reliable decreasing trend for chloride has not been observed in the effluent.

Table 5 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed

Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
April 2015	0	135
May 2015	0	134
June 2015	0	132
July 2015	0	136
August 2015	0	134
September 2015	0	129
October 2015	23	132
November 2015	46	133

Table 5 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed		
Period	**Accumulated Number of SRWS Removed**	**Effluent (mg/L)**
December 2015	58	129
January 2016	74	146
February 2016	83	139
March 2016	96	138
April 2016	106	137
May 2016	115	138
June 2016	122	138
July 2016	125	134
August 2016	135	125
September 2016	158	133
October 2016	166	142
November 2016	196	140
December 2016	200	141
January 2017	220	146
February 2017	228	157
March 2017	233	143
April 2017	236	131
May 2017	243	134
June 2017	244	134
July 2017	247	129
August 2017	254	125
September 2017	255	129
Monthly Range[2]	---	**136.4 ± 7.4**

Table Notes:

[1] All data collected from grab samples.

[2] Data range is based on one standard deviation and results from data collected between October 2015 and September 2017.

18. To address the City's chloride exceedances in the effluent and groundwater, the Regional Board required the City to submit a Chloride Reduction Workplan. Board staff also met with the City on several occasions to discuss the City's chloride exceedances. A summary of these events are as follows:

A. On December 19, 2013 and May 11, 2015, the Regional Board met with the City to discuss its Chloride Reduction Workplan. The City's Chloride Reduction Workplan includes the following tasks:

   i. Prohibit SRWS installations or replacements;

   ii. Implement a SRWS Buyback Program;

   iii. Implement a Recycled Water Program to reduce effluent discharged to the three percolation ponds; and

   iv. Implement Supplemental Strategies, if needed, including advanced treatment (e.g. reverse osmosis) and disposal of brine.

B. On January 28, 2016, Regional Board staff discussed with the City the necessary actions to reduce the chloride concentration in the effluent, which included the SRWS Buyback Program. The City also proposed to explore application of recycled water at locations other than identified groundwater hot spots and to conduct groundwater impact investigation and remediation activities. The City was notified that detailed schedules and milestones were required for all actions.

C. On March 8, 2016 and September 14, 2016, the City met with Regional Board staff to provide an update of its SRWS Buyback Program efforts. The City noted that five City employees were deployed to conduct door-to-door visits to encourage participation in the SRWS Buyback Program among 7,500 dwellings within the City.

D. On October 31, 2016, the City met with Regional Board staff to provide an update on the following topics:

   i. Status of implementing the chloride compliance strategy and potential for reduction of effluent discharged to the three percolation ponds via the City's Recycled Water Program;

   ii. Assimilative capacities for chloride at different groundwater locations beneath the City based on the Salt and Nutrient Management Plan for the Lower Santa Clara River Basin; and

   iii. Groundwater hot spots (i.e., chloride-impaired areas with no assimilative capacity for recycled water applications) in the City.

19. On July 9, 2015, the Regional Board adopted Resolution No. R15-007, an amendment to the Basin Plan that incorporated stakeholder-developed groundwater quality management plan for salts and nutrients in the Lower Santa Clara River groundwater basins. Groundwater quality management measures were developed by stakeholders as part of the Salt and Nutrient Management Plan (SNMP) for the Lower Santa Clara River Basins in Ventura County. Such plans are a requirement of the State Water Resources Control Board's (State Water Board) Recycled Water Policy and are intended to maintain high quality waters and to protect the beneficial uses of groundwater while promoting recycled water use throughout the state. The SNMP utilized a groundwater quality model that characterized the water quality in the Santa Paula Basin and examined the degree of impairment to water quality in the Basin. The model shows there is available assimilative

capacity for salts and nutrients, including chloride, in most areas of the Santa Paula Basin to allow for recycled water projects consistent with the Recycled Water Policy. As described below, the City is planning to recycle effluent that is currently discharged to the percolation pond.

20. The City developed and utilized a simple spreadsheet mixing model, the *Groundwater Chloride Transportation Model* (Chloride Model), to analyze the effect of future effluent discharges on groundwater over time at various distances from the percolation pond. The City's modelling assumed some degradation of groundwater with respect to chloride within a limited range of mixing zone radius below and adjacent to the SPWRF, measured from the boundaries of the percolation pond. This distance is the maximum allowable distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less in order to provide protection to groundwater beneficial uses at the first encountered water supply wells which are at 150 feet away from the percolation ponds. Groundwater within the mixing zone will exceed the chloride GQO of 110 mg/L. Mass-volume balance calculations along with Darcy's Law are used to account for travel in porous media. The Chloride Model simulates instantaneous and complete mixing of ambient groundwater with effluent seepage reaching the water table from the percolation pond using SPWRF data for flow and chloride effluent concentrations. It was conservatively assumed that any effluent discharge to the percolation pond would infiltrate into the underlying aquifer and not be diverted for other uses. Groundwater parameters within the spreadsheet model were selected based on recent monitoring reports in order to be representative of average conditions within the vicinity of the SPWRF. The Chloride Model assumes an initial volume of groundwater underlying the ponds possessing background chloride concentrations of 136 mg/L. The volume of the existing groundwater body is calculated as the product of the radius of interest (150-1200 feet), an assumed saturated thickness of potentially impacted groundwater (50 feet), and the porosity of the underlying sediments (assumed to be 0.2) based on the low end of published literature values for a sand and gravel mixture. Based on the regional groundwater quality data documented in the SNMP, regional groundwater inflow is assumed to have a chloride concentration of 91 mg/L.

    On December 14, 2016, Regional Board staff met with the City to discuss the results of the Chloride Model, which evaluated compliance with the groundwater quality objectives beneath and adjacent to the three percolation ponds, for various discharge scenarios. Based on Regional Board staff's comments, the City implemented additional discharge scenarios in the Chloride Model, which was discussed in meetings held on February 8, 2017, February 17, 2017, July 24, 2017, and August 7, 2017.

21. The Chloride Model simulated chloride concentrations in the receiving groundwater resulting from chloride mass loading reduction in the three percolation ponds. The Model predicted GQOs being achieved at 150 feet away from the percolation pond when the total mass of chloride in the effluent is significantly reduced. The initial mass of chloride is calculated based on the average chloride effluent concentration of 135 mg/L and the discharge rate of 2.2 MGD [95 percentile of monthly average effluent flows, resulting from data recorded between October 2015 (beginning of the SRWS Buyback Program) and June 2017], which results in 2,479 pounds total mass of chloride discharged per day. The reduction of chloride mass discharged to the percolation pond can be achieved by improving the effluent chloride concentration (e.g., source control or treatment), or diverting a significant amount of flow for recycled water uses, or a combination of both in order to protect water supply Wells AW01, AW02, and, AW03, approximately 150, 150, and 300 feet, respectively, away from

percolation ponds. Water produced from these wells is primarily for agricultural irrigation use.

To achieve the chloride GQO of 110 mg/L in groundwater at least 150 feet away from the percolation pond, the City provided various effluent chloride concentration and allowable flow combinations (Table 6). Based on the hydrology and hydrogeologic condition at the SPWRF percolation ponds area, the higher the concentration of chloride in the effluent, the less volume and mass can be discharged to percolation ponds to comply with the chloride GQO in the Basin Plan. For example, if the chloride concentration in the effluent is 135 mg/L, only 0.07 MGD, which is equivalent to 79 pounds of chloride per day, could be discharged to the percolation pond to achieve the chloride GQO of 110 mg/L at 150 feet away from the percolation pond. If the chloride concentration in the effluent is reduced to 120 mg/L, then more flow (0.2 MGD) can be discharged to the percolation pond and achieve the chloride GQO 150 feet away from the percolation pond.

Table 6 – Groundwater Chloride Transportation Model - Continuous Discharge

Chloride Effluent Concentration	Flow to Percolation Ponds (% of 2.2 MGD)	Allowable Effluent Mass Load to Groundwater (Daily)	Chloride Groundwater Concentration at 150 feet
135 mg/L	0.07 MGD (3.2%)	79 pounds (lbs)	110 mg/L
130 mg/L	0.1 MGD (4.5%)	108 lbs	110 mg/L
125 mg/L	0.13 MGD (5.9%)	135 lbs	110 mg/L
120 mg/L	0.2 MGD (9.1%)	200 lbs	110 mg/L
115 mg/L	0.4 MGD (18.2%)	384 lbs	110 mg/L

22. To achieve compliance with the chloride GQO in this Order and to conserve potable water, the City plans to reduce the volume of effluent, and thus a reduction of the chloride mass discharged to the percolation pond by providing recycled water for various local uses. The Regional Board has evaluated the planned recycle projects and has determined that they will be consistent with the State Water Board's Recycled Water Policy and will still preserve available assimilative capacity within the Santa Paula Basin consistent with the SNMP. The mass-based effluent limitation for chloride in this Order reflects the City's chosen compliance option. The groundwater limitations are based on the GQOs in the Basin Plan.

23. On December 22, 2015, the City submitted the Recycled Water Program Technical Report and Notice of Intent with the Title 22 Engineering Report to the State Water Board's Division of Drinking Water (DDW) for approval. DDW conditionally approved the Title 22 Engineering Report on August 19, 2016. On June 14, 2017, the Regional Board enrolled the City's recycled water program under separate *Water Reclamation Requirements for Recycled Water Use*, Order WQ 2016-0068-DDW, issued by the State Water Board on June 7, 2016.

24. In the City's report, *Chloride Load Reduction Milestones*, submitted to the Regional Board on March 14, 2017, the City included the construction of reverse osmosis treatment at the SPWRF as an option (under Supplemental Strategies), if needed, in order to comply with the chloride groundwater quality objective of 110 mg/L. The City will continue its source

control efforts to remove SRWSs and will first focus on recycling most of its effluent in order to bring the groundwater back into compliance with GQOs. Progress with these efforts will be assessed at Year 2022 and determination will be made as to whether advanced treatment will be required to meet the chloride GQO at Year 2027. If advanced treatment is required, effluent limits will be applied in a way to ensure protection of all beneficial uses, including salt-sensitive crops.

25. Due to the following reasons, the City cannot immediately comply with the chloride effluent and groundwater limitations prescribed in this Order: (1) elevated chloride concentrations in the influent, (2) the wastewater treatment process not currently designed to remove chloride out of the waste stream, and (3) time needed to construct recycled water pipelines to deliver recycled water to users. In addition, the current progress of the City's SRWS Buyback Program does not reliably ensure that the SPWRF will comply with the chloride effluent and groundwater limitations. Therefore, the Regional Board has determined that issuance of an accompanying CDO is appropriate and necessary to put the City on the path towards compliance with the effluent and groundwater limitations for chloride set forth in this Order. The CDO requires the City to comply with interim chloride effluent and groundwater limitations and implement actions pursuant to a prescribed time schedule. The CDO provides an option for the City to consider an alternative approach including a request to the Regional Board to consider a Basin Plan amendment for revision of the GQO based on studies on chloride and salt-sensitive agriculture and after formation of a stakeholder working group.

    By the end of the CDO schedule, there will be permitted degradation of groundwater with respect to chloride within a limited mixing zone radius downgradient and adjacent to the SPWRF percolation ponds, measured from the boundaries of the percolation pond to 150 feet. This distance is the shortest distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less. Groundwater within the 150-foot mixing zone will exceed the chloride GQO of 110 mg/L. Based on the available data, there are no water supply wells within the 150-foot mixing zone. The City can arrange for alternative water supplies for any well owners in the mixing zone, if any are discovered.

GLOBAL WARMING AND CLIMATE CHANGE

26. The observed century-scale rise in the average temperature of the Earth's surface, oceans, and atmosphere, commonly recognized as the Global Warming, has resulted in extreme climate change, such as the extreme drought and extremely heavy rainfall. In Southern California, the predicted impacts of climate change are numerous. Annual average temperatures are expected to increase, coupled with a higher frequency of extreme heat days. A likely consequence of this warmer climate will be more severe drought periods, leading to an increase in the amount and intensity of fires and a longer fire season. In addition, precipitation patterns are likely to be modified. A decrease in snowfall, combined with warmer temperatures, will induce a decrease in the amount and duration of snowpack, an essential source of freshwater to the region. The increasing occurrence of extreme precipitation events will amplify the risk of flooding, which recently happened in Southern California.

    These impacts will affect water quality in multiple ways, including changes in stream flow, aquatic habitats, surface water temperature, pollutant levels, sedimentation, algal growth, and salinity levels and acidification in coastal areas. For permitted facilities such as

Publically Owned Treatment Works (POTWs), specific impacts could include, but are not limited to, an increase in the concentration of pollutants entering the facility, an increase in the temperature of effluents and receiving waters, an increase in storm water inflow and infiltration, increase in flooding/inundation of facilities, sewer overflows, power outages, pump maintenance issues, and onsite or nearby hillside destabilization.

Executive Order B-30-15, issued on April 29, 2015, recognizing the challenges posed by climate change, directed state agencies to take climate change into account in their planning decisions, guided by the following principles: Priority should be given to actions that both build climate preparedness and reduce greenhouse gas emissions; where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts; actions should protect the state's most vulnerable populations; and natural infrastructure solutions should be prioritized.

This Order contains provisions to require planning and actions to address climate-related impacts that can cause or contribute to violations of this Order and/or degradation of waters of the state.

27. The SPWRF was designed to include protection from a 100-year storm event in the Santa Clara River. The SPWRF buildings and percolation ponds are located behind a dike that has an elevation above the elevation anticipated as the result of a 100-year storm event. The design documents and potential flood flow assessment is contained in files in the City's Building & Safety Department. The elevation of the dike at the SPWRF is 23 feet higher than the Santa Clara River located at approximately 1,300 feet southeast. This elevation separation provides additional protection from a possible flood overflow from the Santa Clara River caused by the climate change. It should also be noted that the SPWRF is located outside of the Santa Clara River floodway defined by the Federal Emergency Management Agency and the Ventura County Watershed Protection District. Lastly, the SPWRF is equipped with a backup generator that is capable of operating the SPWRF through power outages and other emergencies.

    Climate change may also increase drought and related impacts such as reduced potable water supply and/or changing water supplies, which may be of less quality.

APPLICABLE LAWS, PLANS, POLICIES, AND REGULATIONS

28. This Order serves as WDRs pursuant to Division 7, Chapter 4, Article 4 of the California Water Code (commencing with section 13260). WDRs have been established because discharges from the SPWRF have the potential to affect the quality of the waters of the State, to impact the beneficial uses of those waters, and/or to cause a nuisance. The Regional Board developed the requirements of this Order based on information submitted as part of the application, through monitoring and reporting programs, and other available information.

29. Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan) - On June 13, 1994, the Regional Board adopted a comprehensive revision to the Basin Plan. The Basin Plan: (i) designates beneficial uses for surface and groundwater, (ii) establishes narrative and numeric water quality objectives that must be attained or maintained to protect the designated beneficial uses, and (iii) sets forth implementation programs to achieve those objectives for all waters addressed through the Basin Plan. The Basin Plan also incorporates State Water Board Resolution No. 68-16 (see finding below for detail). In addition, the Basin Plan

incorporates applicable State and Regional Board plans and policies and other pertinent water quality policies and regulations. The Basin Plan has been amended occasionally since 1994, including recent administrative updates. The requirements in this Order implement the Basin Plan.

30. Beneficial Uses - The SPWRF overlies the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4). The Basin Plan identifies beneficial uses for regional waters, including those based on State Water Board Resolution No. 88-63 ("Sources of Drinking Water Policy"), which established state policy that all surface and ground waters of the State, with certain exceptions, are considered suitable or potentially suitable for municipal or domestic water supply. Beneficial uses applicable to the receiving groundwater are as follows:

Table 7 – Basin Plan Beneficial Uses of Groundwater

Receiving Water	Beneficial Use(s)
Santa Clara-Santa Paula Groundwater (DWR Basin No. 4-4)	Existing: Municipal and domestic supply (MUN); industrial service supply (IND), industrial process supply (PROC), and agricultural supply (AGR).

31. Title 22, California Code of Regulations (CCR) - To protect sources of drinking water, the Basin Plan (Chapter 3) incorporates the primary and secondary maximum contaminant levels (MCLs) for inorganic, organic, and radioactive contaminants in drinking water as water quality objectives. These MCLs are codified in CCR, Title 22, Division 4. This incorporation by reference is prospective including future changes to the incorporated provisions as the changes take effect. The primary MCLs (see Attachments A-1 to A-6) are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. The Basin Plan also specifies that "Ground waters shall not contain taste or odor-producing substances in concentrations that cause nuisance or adversely affect beneficial uses." Therefore, the secondary MCLs, which are limits based on aesthetic, organoleptic standards, are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. These water quality objectives are implemented in this Order to protect the designated beneficial uses.

32. Domestic Water Quality – In compliance with California Water Code section 106.3, it is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet MCLs implemented by the Basin Plan that are designed to protect human health and ensure that water is safe for domestic use.

33. Impaired Water Bodies on Clean Water Act Section 303(d) List/Total Maximum Daily Loads (TMDLs) – The Santa Clara River is listed on the Clean Water Act Section 303(d) List as impaired by ammonia in Reach 3 and by nitrate plus nitrite in Reach 7. To address this impairment, the Regional Board established the Santa Clara River Nitrogen Compounds TMDL on August 7, 2003 by Regional Board Resolution No. 2003-011. The State Water Board approved the TMDL on November 19, 2003 (Resolution No. 2003-0073) and OAL approved it on February 27, 2004. The TMDL became effective upon approval of the U.S. Environmental Protection Agency on March 18, 2004. Concentration-based loads for

nitrogen compounds are allocated for nonpoint sources. The Discharger is subject to the following assigned load allocation for nonpoint sources:

Table 8 – Nonpoint Source Load Allocation for Santa Clara River Nitrogen Compounds TMDL	
Combined Ammonia, Nitrate, Nitrite (NH_3-N + NO_2-N + NO_3-N) Loads as Nitrogen	Monthly Average: 10 mg/L

34. California Water Code section 13263 requires that the Regional Board, when prescribing waste discharge requirements, take into consideration the factors in section 13241. The Regional Board has considered those factors in establishing the WDRs in this Order.

35. State Water Board Resolution No. 68-16, Antidegradation Policy – State Water Board Resolution No. 68-16 "Statement of Policy with Respect to Maintaining High Quality of Waters in California" (also called the "Antidegradation Policy") requires the Regional Board, in regulating the discharges of waste, to maintain high quality waters of the state unless it is demonstrated that any change in quality is consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality less than that described in the State Water Board's policies (e.g., quality that exceeds water quality objectives). Further, any activity that produces waste must meet waste discharge requirements that will result in the best practicable treatment or control (BPTC) of the discharge necessary to assure that (a) pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the State will be maintained.

    Excepting chloride (discussed below), the SPWRF's discharge is high quality, tertiary-treated effluent meeting groundwater quality objectives in the Basin Plan and MCLs for drinking water. The Regional Board finds that the discharge, as allowed in this Order, is consistent with Resolution No. 68-16 since this Order: (1) requires compliance with the requirements set forth in this Order, including the use of best practicable treatment and control of the discharges, (2) requires implementation of a Monitoring and Reporting Program (MRP); and (3) requires that the discharges comply with effluent limits to meet water quality objectives. This Order establishes limitations and requirements that will not unreasonably threaten present and anticipated beneficial uses or result in receiving ground water quality that exceeds water quality objectives set forth in the Basin Plan. This means that where the stringency of the limitations for the same waste constituent differs according to beneficial use, the most stringent limit applies as the governing limitation for that waste constituent, unless otherwise justified. This Order contains tasks for assuring that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved.

    The discharge of chloride authorized by this Order will cause some limited and localized groundwater degradation in the immediate vicinity of the SPWRF percolation ponds. Untreated discharges of chloride over the last 10 years have resulted in elevated concentrations of chloride in the effluent and groundwater. The groundwater quality objective for chloride is 110 mg/L and the average effluent chloride concentration in 2016 was 137 mg/L. To comply with the chloride groundwater limitations in this Order, which are based on the chloride groundwater quality objective, the City intends to implement recycled water projects to reduce flow to the percolation pond, and thus reduce the mass loading of chloride to the groundwater. This will greatly shrink the area of influence of the wastewater and largely restore the impaired groundwater zone adjacent and downgradient to the

percolation pond. However, implementation of recycled water projects in the Santa Paula area will take time to fully implement, which will result in continued localized degradation. While groundwater within the 150-foot mixing zone adjacent to the percolation ponds will exceed the chloride groundwater quality objective, this Order imposes limits on flow and chloride mass loading in the effluent to ensure receiving groundwater beneficial uses will be maintained and supported. Beneficial uses will be maintained as all wells utilized for crop irrigation will be located outside the mixing zone.

In order to more immediately reduce the chloride concentration in the effluent and groundwater to 110 mg/L at the percolation pond, the City would need to install a Reverse Osmosis (RO) system to treat all or a portion of the effluent. The Regional Board recognizes that reducing chloride concentrations in the effluent or in the groundwater by using RO can be costly. The current estimated cost for the City to install a RO system is $26.6 million with annual operating and maintenance costs of $1.6 million, including brine waste disposal. These costs would be passed on to the ratepayers, who already pay one of the highest sewer rates in the State. The City is also a small low-income community. The costs of RO treatment depends on the volume of effluent or groundwater to be treated in order to meet the groundwater quality objectives specified in the Basin Plan. Therefore, rather than install costly RO at this time, the requirements in this Order provide the City with the opportunity to first pursue recycling efforts and source reduction through the SRWS Buyback Program to meet groundwater quality objectives. If these efforts are deemed unsuccessful, the City may need to implement RO technology as an additional treatment mechanism in the future. Other basin-specific solutions can also be explored to minimize costs while restoring protection of beneficial uses.

Reference is also made to the Regional Board's past efforts to address chronic chloride exceedances in the Upper Santa Clara River, which utilized findings from studies on chloride and salt-sensitive agriculture. The first of the special studies, entitled "Literature Review and Evaluation (LRE)," was an evaluation of the appropriate chloride threshold for the reasonable protection of salt-sensitive agriculture. The LRE, which was completed in 2005, found that the best estimate of a chloride hazard concentration for avocado crops falls within the range of 100 to 117 mg/L. An independent technical advisory panel (TAP) reviewed the LRE and found a similar protective range of 100 to 117 mg/L. The TAP found that the upper end of the range is only protective if other factors such as quantity and timing of irrigation water and soil drainage are not limiting. An additional study completed in 2008, entitled "Compliance Averaging Period for Chloride Threshold Guidelines in Avocado," found that a 3-month averaging period of the LRE guidelines would be protective of avocados. The TAP co-chairs reviewed this study and agreed that a 3-month averaging period is appropriate. The Regional Board considered the LRE and TAP review of the LRE when developing site-specific water quality objectives (SSOs) for certain reaches of the Upper Santa Clara River to support the Alternative Water Resources Management (AWRM) approach proposed by the Santa Clarita Valley Sanitation District (SCVSD). The Regional Board found that the SSOs were consistent with antidegradation requirements, and subsequently established the SSOs on December 11, 2008 via Resolution No. R08-012. The Regional Board rescinded the SSOs in 2014 via Resolution R14-010 only after SCVSD decided to no longer pursue the AWRM approach.

Incorporating an approach that utilizes a recycled water approach and has limited groundwater degradation within the immediate vicinity of the percolation pond for chloride at levels that are above the groundwater quality objective is justified considering the socio-economic conditions of this small community that already has one of the highest sewage

rates in the state, and is consistent with State Water Board Resolution No. 68-16 in that the resulting water quality constitutes the highest water quality that is reasonable, considering all demands placed on the waters, economic and social considerations, and other public interest factors. Together, these factors are consistent with the maximum benefit to the people of the State.

36. California Water Code section 13267 authorizes the Regional Board to require the City to submit monitoring and technical reports as necessary to investigate the impact of a waste discharge on waters of the state. The monitoring and reporting requirements established in this Order are necessary to characterize the discharge, evaluate compliance with this Order, and evaluate groundwater quality and the extent of degradation, if any, caused by the discharge.

37. Publicly Owned Treatment Works (POTW) – The term POTW means a treatment works as defined by section 212 of the federal Clean Water Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment facility. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such treatment works. (40 C.F.R. section 403.3(q)). The SPWRF meets all of the above criteria and therefore is considered a POTW.

38. Pretreatment – The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of its sewer collection system. Pursuant to CCR, Title 23, section 2233 and Title 40, Code of Federal Regulations (C.F.R.), Part 403, the City has been implementing an approved industrial wastewater Pretreatment Program for the SPWRF since February 2012. The Regional Board finds it appropriate to require the City to continue to implement its approved Pretreatment Program.

39. Endangered Species Act Requirements - This Order does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code, §§ 2050 to 2097) or the Federal Endangered Species Act (16 U.S.C. §§ 1531 to 1544). This Order requires compliance with effluent limits, groundwater quality objectives, and other requirements to protect the beneficial uses of waters of the state. The Discharger is responsible for meeting all requirements of the applicable Endangered Species Act.

40. California Environmental Quality Act - This Order involves the renewal of WDRs for an existing facility. Therefore, this action to prescribe WDRs is exempt from the provisions of CEQA (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, Title 14, section 15301.

NOTIFICATION

41. The Regional Board has notified the Discharger and interested agencies and persons of its intent to prescribe WDRs for the discharge and has provided them with an opportunity to submit their written comments and recommendations.

42. The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.

43. Any person aggrieved by this action of the Regional Board may petition the State Water Board to review the action in accordance with California Water Code section 13320 and California Code of Regulations, title 23, section 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the Regional Board's action, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions will be provided upon request or may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality

IT IS HEREBY ORDERED that, in order to meet the provisions contained in Division 7 of the California Water Code (commencing with section 13000) and regulations adopted thereunder, the City of Santa Paula shall comply with the following requirements, including all attachments, in all operations and activities at the SPWRF:

I. INFLUENT LIMITATIONS AND REQUIREMENTS

Influent wastewater shall be limited to wastewater generated within the jurisdiction of the City.

II. EFFLUENT LIMITATIONS

A. Discharges from the SPWRF shall not exceed the maximum effluent volume of 4.2 MGD and the quarterly average effluent volume of 2.6 MGD.

B. Tertiary-treated effluent shall not exceed the effluent limits in Table 9 below.

Table 9 – Effluent Limits

Constituents	Units	Monthly Average	Daily Maximum
Oil and grease	mg/L	10[1]	15[1]
Total suspended solids	mg/L	10[1]	15[1]
	% removal	≥ 85[2]	---
$BOD_{5@20°C}$	mg/L	10[1]	15[1]
	% removal	≥ 85[2]	---
Ammonia-N + Nitrate-N + Nitrite-N	mg/L	10[3]	---
Nitrite-N	mg/L	1	
Total Dissolved Solids	mg/L	2,000[4]	---
Sulfate	mg/L	800[4]	---
Boron	mg/L	1.0[4]	---
Chloride	lbs/day	79[5]	---

Table Notes:

[1] Limit is based on best professional judgment. Limits adopted by this Regional Board exist

in the permits for tertiary-treated wastewater treatment plants.

[2] Limit is based on secondary treatment requirements, 40 C.F.R. section 133.102.

[3] Limit is based on the Load Allocations for nonpoint sources set forth in the Santa Clara River Nitrogen Compounds TMDL, Resolution No. 2003-011.

[4] Limit based on Basin Plan Groundwater Quality Objective.

[5] This mass-based effluent limit is derived from the City's Chloride Model and Chloride Load Reduction Milestones, which is based on an allowable flow to the percolation pond of 0.07 MGD and chloride effluent concentration at 135 mg/L in order to meet the chloride groundwater quality objective of 110 mg/L at 150 feet from the percolation pond.

C. The pH of effluent discharged shall at all times be within the range of 6.5 to 8.5. Excursion from this range shall not be considered a violation provided the duration is not more than 10 minutes in a 24-hour period, and pH shall at all times be within 6 to 9.

D. Effluent shall, at all times, be adequately disinfected and oxidized and shall meet the following effluent limitations:

1. the median concentration of total coliform bacteria shall not exceed a most probable number (MPN) of 23 per 100 milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed; and

2. the number of total coliform bacteria shall not exceed an MPN of 240 per 100 milliliters in more than one sample in any 30 day period.

Samples shall be collected at a time when wastewater flow and characteristics are most demanding (e.g., during peak flows) on treatment facilities and disinfection processes.

E. A filtered wastewater shall be an oxidized wastewater that has been passed through a membrane so that the turbidity of the filtered wastewater does not exceed any of the following:

1. An average of 2 Nephelometric Turbidity Units (NTU) within a 24-hour period;

2. 5 NTU more than 5 percent of the time within a 24-hour period; and

3. 10 NTU at any time.

F. Maximum Contaminant Levels: The effluent shall not contain trace, toxic and other constituents in concentrations that exceed the applicable maximum contaminant levels for drinking water established by the State Water Board's Division of Drinking Water (DDW) in sections 64431, 64442, 64443, 64444, 64449, and 64533 of CCR, Title 22, Division 4, or subsequent revisions, or at levels that adversely affect the beneficial uses of receiving groundwater. The effluent shall, at all times, not exceed the following MCLs (Attachment A). In the event of a violation of any primary or secondary MCL, the City shall notify and submit a report in accordance with Provision VI.F. of this Order.

1. Primary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations):

   i. Inorganic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64431, Table 64431-A, except for nitrogen compounds (Attachment A-1 of this Order);

   ii.. Radionuclides in CCR, Title 22, Division 4, Chapter 15, Section 64442, Table 64442 (Attachment A-2 of this Order) and Section 64443, Table 64443 (Attachment A-3 of this Order); and

   iii. Organic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64444, Table 64444-A (Attachment A-4 of this Order).

2. Secondary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations), Section 64449, Table 64449-A (Attachment A-5 of this Order).

3. Primary MCLs for disinfection byproducts specified in CCR, Title 22, Division 4, Chapter 15.5 (Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors) Article 2, Section 64533, Table 64533-A (Attachment A-6 of this Order).

III. GROUNDWATER LIMITATIONS

A. The City is prohibited from negatively altering the quality or elevation of the underlying groundwater.

B. The discharge of treated wastewater from the SPWRF shall not cause an exceedance of the following groundwater limitations in Table 10 below. Except for chloride, compliance with the groundwater limitations will be determined by the groundwater samples collected from monitoring wells located within or on the boundary of the percolation pond. Compliance with the chloride groundwater limitation will be determined by the groundwater samples collected from monitoring wells located 150 feet away from the percolation pond. The specific monitoring well locations will be determined through the Monitoring and Reporting Program (MRP) (Attachment E). Per Section IV.C.3 of the MRP, the City is required to submit a work plan proposing a modified groundwater monitoring network by May 1, 2018.

Table 10 – Groundwater Limitations

Constituents	Units	Monthly Average
Nitrate-N + Nitrite-N	mg/L	10[1]
Nitrite-N	mg/L	1[1]
Total Dissolved Solids	mg/L	2,000[1]
Sulfate	mg/L	800[1]
Chloride	mg/L	110[1]
Boron	mg/L	1.0[1]

Table 10 – Groundwater Limitations		
Constituents	**Units**	**Monthly Average**
Total coliform	MPN/100mL	1.1[1]
Fecal coliform	MPN/100mL	1.1[1]

Table Note:

[1] Limit based on Basin Plan Groundwater Quality Objective.

C. Groundwater shall not exceed the MCLs specified in Attachments A-1 to A-6.

E. The minimum vertical separation between the bottom of the percolation pond and groundwater table shall be five feet.

IV. GENERAL REQUIREMENTS

A. The SPWRF and areas where any potential pollutants are stored shall be adequately protected from inundation and damage by storm flows and runoff.

B. Adequate facilities shall be provided to protect the SPWRF, treatment system devices, sewer collection system and recycling/disposal facilities from damage by storm flows and run-off or run-on generated by a 100-year return storm/24 hour duration.

C. The SPWRF and the collection system that is a part of the treatment and disposal system shall be maintained in such a manner that prevents sewage from surfacing or overflowing at any location.

D. A minimum of two feet of freeboard shall be maintained in the percolation/evaporation ponds at all time to ensure that direct rainfall will not cause overtopping.

E. No disposal areas with treated wastewater shall be located within 600 feet of any domestic water supply well unless all of the following conditions have been met:

1. A geological investigation demonstrates that an aquitard exists at the well between the uppermost aquifer being drawn from and the ground surface;

2. The well contains an annular seal that extends from the surface into the aquitard;

3. The well is housed to prevent any treated wastewater spray from coming into contact with the wellhead facilities;

4. The ground surface immediately around the wellhead is contoured to allow surface water to drain away from the well; and

5. The owner of the well approves of the elimination of the buffer zone requirement.

F. There shall be no storage or impoundment of treated wastewater within 600 feet of any domestic water supply well.

G. No disposal of sludge, waste, and treated wastewater shall take place within 600 feet of any reservoir or stream used as a source of domestic water.

H. Any wastes that do not meet the foregoing requirements shall be held in impervious containers and discharged at a legal point of disposal.

I. Percolation ponds shall be maintained to ensure that percolation rate at the pond bottom shall not decrease over time.

J. The Discharger shall notify well owners within 500 feet radius from the boundary of percolation ponds when there is any exceedance on the effluent limitations and/or groundwater limitations.

V. PROHIBITIONS

A. Any discharge of wastewater from the SPWRF (including the wastewater collection system) at any point other than specifically described in this Order is prohibited.

B. There shall be no waste overflows or discharge of untreated or partially-treated waste from the SPWRF's treatment, storage or disposal facilities to adjacent drainage or water ways, adjacent properties, or to waters of the State at any time. The discharge of any wastewater to surface waters or surface water drainage courses is prohibited without a NPDES permit.

C. Industrial wastewater subject to the Prohibited Discharge Standards in 40 C.F.R. section 403.5 shall not be accepted by the SPWRF.

D. Wastes discharged shall not contain tastes, odors, color, foaming, any materials, or other objectionable characteristics in concentrations that would:

1. Affect human, animal, or plant life;

2. Cause nuisance or adversely affect any beneficial uses and quality of the receiving groundwater; and

3. Impact the Santa Clara River that may be in hydraulic connection with groundwater.

E. Odors originating at the SPWRF, including of sewage origin, shall not be perceivable any time outside the boundary of the SPWRF property owned by the City.

F. The percolation pond shall not contain floating materials, including solids, foams, or scum in concentrations that cause nuisance, adversely affect beneficial uses, or serve as a substrate for undesirable bacterial or algae growth or insect vectors. The wastewater treatment shall not result in nuisance conditions caused by breeding of mosquitoes, gnats, midges, or other pests.

G. Discharge of waste classified as "hazardous waste," as defined in CCR, Title 23, section 2521(a), is prohibited. Discharge of waste classified as "designated waste," as defined in California Water Code section 13173, in a manner that causes violation of receiving water limits is prohibited.

H. The percolation/evaporation ponds, drying beds, and the berms surrounding the ponds shall not contain plants, shrubs, or bushes that may damage the berms and the ponds.

I. The percolation pond shall not be altered without the approval by the Regional Board.

J. There shall be no onsite disposal of sludge. Sludge-drying activities are allowed, but only as an intermediate treatment prior to offsite disposal. Any offsite disposal of wastewater or sludge shall be made only to a legal point of disposal. For purposes of this Order, a legal disposal site is one for which requirements have been established by USEPA, and which is in full compliance therewith. Any wastewater or sludge handling shall be in such a manner as to prevent its reaching surface waters or watercourses.

K. Bypass (the intentional diversion of waste streams from any portion of the SPWRF) is prohibited. The Regional Board may take enforcement action against the City for bypass, unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the SPWRF that cause it to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass.

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance.

3. Notice

i. Anticipated bypass: If the City knows in advance of the need for a bypass, it shall submit written notice to the Regional Board, if possible at least 10 days before the date of the bypass.

ii. Unanticipated bypass: The City shall provide verbal notice to the Regional Board Executive Officer of an unanticipated bypass within 24 hours from the time the City becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the City becomes aware of the circumstances.

VI. PROVISIONS

A. This Order includes "Attachment B - Standard Provisions Applicable to Waste Discharge Requirements" (Standard Provisions). If there is any conflict between provisions stated herein and the Standard Provisions, the provisions stated herein prevail.

B. The City shall operate and maintain facilities, treatment operations, associated collection systems and outfalls in ways that preclude adverse impacts to surface or groundwater from impacts predicted to occur due to climate change.

C. The City shall submit a Climate Change Effects Vulnerability Assessment and Management Plan (Climate Change Plan) no later than 12 months after adoption of this Order. Submittal of the Climate Change Plan is required pursuant to California Water Code section 13267. As required by this provision, a regional board may require a person to submit technical or monitoring program reports that the regional board requires. The Climate Change Plan is needed in order to assess and manage climate change related-effects associated with City operations that may affect water quality.

The Climate Change Plan shall include an assessment of short and long term vulnerabilities of the facility(ies) and operations as well as plans to address vulnerabilities of collection systems, facilities, treatment systems, and outfalls for predicted impacts in order to ensure that facility operations are not disrupted, compliance with permit conditions is achieved, and receiving waters are not adversely impacted by discharges. Control measures shall include, but are not limited to, emergency procedures, contingency plans, alarm/notification systems, training, backup power and equipment, and the need for planned mitigations to ameliorate climate-induced impacts including, but not limited to, changing influent and receiving water quality and conditions, as well as the impact of rising sea level (where applicable) storm surges and back-to-back severe storms that are expected to become more frequent.

D. The City shall comply with MRP No. CI-9259 (Attachment E), which is part of this Order, and any revisions thereto as ordered by the Executive Officer. The submittal dates of Discharger self-monitoring reports shall be no later than the submittal date specified in the MRP. If there is any conflict between the provisions stated herein and the MRP, the provisions stated herein prevail.

E. The City shall file with the Regional Board, under penalty of perjury, annual and quarterly reports on self-monitoring work performed according to the detailed specifications contained in the MRP attached hereto and incorporated herein by reference, as directed by the Executive Officer. The results of any monitoring done in addition to what is required or done more frequently than required at the location and/or times specified in the MRP shall be reported to the Regional Board. The City shall comply with all of the provisions and requirements of the MRP.

F. The City shall notify this Regional Board by telephone or electronic means within 24 hours of knowledge of any discharge exceeding the effluent limits prescribed in this Order from the SPWRF; written confirmation shall follow within 5 working days from date of notification, unless otherwise specified in this Order. The report shall include, but is not limited to, the following information, as appropriate:

1. Nature and extent of the violation;

2. Date and time: when the violation started, when compliance was achieved, and when injection was suspended and restored, as applicable;

3. Duration of violation;

4. Cause(s) of violation;

5. Corrective and/or remedial actions taken and/or will be taken with a time schedule for implementation to prevent future violations; and

6. Impact of the violation.

G. This Order does not exempt the City from compliance with any other laws, regulations, or ordinances that may be applicable; they do not legalize the recycling and use facilities; and they leave unaffected any further constraint on the use of recycled water at certain site(s) that may be contained in other statutes or required by other agencies.

H. This Order does not alleviate the responsibility of the City to obtain other necessary local, state, and federal permits to construct facilities necessary for compliance with this Order; nor does this Order prevent imposition of additional standards, requirements, or conditions by any other regulatory agency. Expansion of the recycled water distribution facility shall be contingent upon issuance of all necessary requirements and permits, including a conditional use permit.

I. After notice and opportunity for a hearing, this Order may be modified, revoked and reissued, or terminated for cause, that includes, but is not limited to: failure to comply with any condition in this Order, endangerment of human health, adverse impacts on water quality and/or beneficial uses of the receiving water resulting from the permitted activities in this Order, obtaining this Order by misrepresentation or failure to disclose all relevant facts, and acquisition of new information that could have justified the application of different conditions if known at the time of Order adoption.

The filing of a request by the City for modification, revocation and reissuance, or termination of this Order; or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

J. The City shall furnish, within a reasonable time, any information that the Regional Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The City shall also provide the Regional Board, upon request, with copies of records required to be kept under this Order for at least three (3) years.

K. Spill Clean-Up Contingency Plan (SCCP) Requirements – The City is required to periodically submit an updated and revised SCCP, which describes the activities and protocols to address clean-up of spills, overflows, and bypasses of untreated or partially treated wastewater from the City's collection system or treatment facilities. At a minimum, this SCCP shall include sections on spill clean-up and containment measures, public notification, and monitoring. The City shall review and amend this SCCP as appropriate after each spill from the SPWRF or in the service area of the SPWRF. The City shall include a discussion in the annual summary report of any modifications to the SCCP and the application of the SCCP to all spills during the year.

L. Construction, Operation, and Maintenance Requirements

1. The City shall, at all times, properly operate and maintain the SPWRF, including its wastewater collection, treatment, and disposal facilities (and related

appurtenances) to ensure compliance with this Order, as well as provide adequate and reliable transport, treatment, and disposal of all wastewater from planned future wastewater sources under the City's responsibilities. Proper operation and maintenance includes, but is not limited to: effective performance, repairs and upgrades when needed, adequate funding, adequate operator staffing and training, adequate operator supervision, and adequate laboratory and process controls (including appropriate quality assurance/quality control procedures).

2. The SPWRF shall be supervised and operated by persons possessing certificates of appropriate grade in accordance with CCR, Title 23, Division 3, Chapter 26 and California Water Code sections 13625 - 13633.

3. The SPWRF shall be operated and maintained in accordance with the operation and maintenance manual prepared by the municipality through the Clean Water Grant Program. The City's Operation, Maintenance, and Monitoring Plan (OMM Plan) shall be available for reference and use by all applicable personnel. The City shall maintain, regularly review, and revise or update as necessary the OMM Plan in order for the document(s) to remain useful and relevant to current equipment and operation practices. Reviews shall be conducted annually, and revisions or updates shall be completed as necessary and submitted to the Regional Board on an annual basis.

4. The City shall maintain in good working order a sufficient alternate power source for operating the wastewater treatment and disposal facilities. All equipment shall be located to minimize failure due to moisture, liquid spray, flooding, and other physical phenomena. The alternate power source shall be designed to permit inspection and maintenance and shall provide for periodic testing. If such alternate power source is not in existence, the City shall halt, reduce, or otherwise control all discharges upon the reduction, loss, or failure of the primary source of power.

5. The City shall provide standby or emergency power facilities and/or sufficient storage capacity or other means so that in the event of plant upset, outage due to power failure or other cause, or heavy rainfall, discharge of raw or inadequately treated sewage does not occur and infiltration ponds do not exceed their hydraulic capacity.

M. Sludge Disposal Requirements

1. All sludge generated at the wastewater treatment plant shall be disposed of, treated, or applied to land in accordance with federal regulations contained in 40 C.F.R. Part 503. These requirements are enforceable by USEPA.

2. The City shall comply with requirements in State Water Board Order No. 2004-10-DWQ, *"General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use as a Soil Amendment in Agricultural, Silvicultural, Horticultural and Land Reclamation Activities"* for those sites receiving the City's biosolids that a regional water board has placed under this general order, and with the requirements in individual waste discharge requirements issued by a regional water board for sites receiving the City's biosolids.

3. The City shall comply, if applicable, with WDRs issued by other regional water boards to which jurisdiction the biosolids are transported and applied.

4. The City shall provide this Regional Board with a copy of any report(s) submitted to USEPA, the State Water Board, or other regional water boards, with respect to municipal sludge or biosolids.

N. Collection System Requirements

The State Water Board adopted General WDRs for Sanitary Sewer Systems (Order No. 2006-0003-DWQ) on May 2, 2006, to provide a consistent and statewide approach to regulating sanitary sewer systems to prevent and/or reduce sanitary sewer overflows (SSOs). Order No. 2006-0003-DWQ requires public agencies that own or operate sanitary sewer systems to develop and implement sewer system management plans and report all SSOs to the State Water Board's online SSO database. The City's collection system is part of the system that is subject to Order No. 2006-0003-DWQ. The City enrolled in Order No. 2006-0003-DWQ on July 27, 2006. As such, the City must properly operate and maintain its collection system. The City must also report any non-compliance and mitigate any discharge from the collection system in violation of this Order.

O. Spill Reporting Requirements

1. **Initial Notification** – Although State and Regional Board staff do not have duties as first responders, this requirement is an appropriate mechanism to ensure that the agencies that do have first responder duties are notified in a timely manner in order to protect public health and beneficial uses. For certain spills, overflows and bypasses, the City shall make notifications as required below:

   i. In accordance with the requirements of Health and Safety Code section 5411.5, the City shall provide notification to the local health officer or the director of environmental health with jurisdiction over the affected water body of any unauthorized release of sewage or other waste that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but no later than two (2) hours after becoming aware of the release.

   ii. In accordance with the requirements of California Water Code section 13271, the City shall provide notification to the California Emergency Management Agency (Cal EMA) of the release of reportable quantities of hazardous substances or sewage that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. CCR, Title 23, section 2250 establishes 1,000 gallons or more as a reportable quantity of sewage. The phone number for reporting these releases to the Cal EMA is (800) 852-7550.

   iii. The City shall notify the Regional Board of any unauthorized release of sewage from the SPWRF that causes, or probably will cause, a discharge to a water of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. This initial notification does not need

to be made if the City has notified Cal EMA and the local health officer or the director of environmental health with jurisdiction over the affected waterbody. The phone number for reporting these releases of sewage to the Regional Board is (213) 576-6683. The phone numbers for after hours and weekend reporting of releases of sewage to the Regional Board are (213) 305-2284 and (213) 305-2253.

At a minimum, the following information shall be provided to the Regional Board:

a. The location, date, and time of the release;

b. The water body that may be impacted by the discharge;

c. An estimate of the amount of sewage or other waste released and the amount that reached the receiving water at the time of notification;

d. If ongoing, the estimated flow rate of the release at the time of the notification;

e. The name, organization, phone number, and email address of the reporting representative; and

f. A certification that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the possibly affected water bodies have been notified of the discharge.

2. **Monitoring** – For spills, overflows and bypasses reported under Section VI.O.1., the City shall monitor as required below:

To define the geographical extent of the spill's impact, the City shall obtain grab samples (if feasible, accessible, and safe) for all spills, overflows or bypasses of any volume that reach any waters of the State (including surface and ground waters). The City shall analyze the samples for total and fecal coliforms, E. coli (if fecal coliform test shows positive), enterococcus, and relevant pollutants of concern, upstream and downstream of the point of entry of the spill (if feasible, accessible and safe). This monitoring shall be done on a daily basis from the time the spill is known until the results of two (2) consecutive sets of bacteriological monitoring indicate the return to the background level or the County Department of Public Health authorizes cessation of monitoring.

3. **Reporting** – The initial notification required under Section VI.O.1. shall be followed by:

i. As soon as possible, but not later than twenty-four (24) hours after becoming aware of an unauthorized discharge of sewage or other waste from its wastewater treatment plant to a water of the state, the City shall submit a statement to the Regional Board via email. If the discharge is 1,000 gallons or more, this statement shall certify that Cal EMA has been notified of the discharge in accordance with California Water Code section

13271. The statement shall also certify that the local health officer or director of environmental health with jurisdiction over the affected water bodies has been notified of the discharge in accordance with Health and Safety Code section 5411.5. The statement shall also include at a minimum the following information:

a. Agency, Order No., and MRP CI No.;

b. The location, date, and time of the discharge;

c. The water body that received the discharge;

d. A description of the level of treatment of the sewage or other waste discharged;

e. An initial estimate of the amount of sewage or other waste released and the amount that reached the impacted water body;

f. The Cal EMA control number and the date and time that notification of the incident was provided to Cal EMA; and

g. The name of the local health officer or director of environmental health representative notified (if contacted directly); the date and time of notification; and the method of notification (e.g., phone, fax, email).

ii. A written preliminary report shall be submitted to the Regional Board within five (5) working days after disclosure of the incident via the State Water Board GeoTracker database under Global ID WDR100000359. The final written report shall be included in the next quarterly monitoring report submitted to the GeoTracker database above. The written report shall document the information required in Section VI.O.4. below, monitoring results and any other information required in provisions of the Standard Provisions (Attachment B) including corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences.

iii. The City shall include a certification in the annual summary report (due according to the schedule in the MRP) that states that the sewer system emergency equipment, including alarm systems, backup pumps, standby power generators, and other critical emergency pump station components were maintained and tested in accordance with the City's preventive maintenance plan. Any deviations from or modifications to the preventive maintenance plan shall be approved by the Executive Officer.

4. **Records** – The City shall prepare and maintain a record of all spills, overflows or bypasses of raw or partially treated sewage from its collection system or the SPWRF. This record shall be made available to the Regional Board upon request and a spill summary shall be included in the annual report, as required in the MRP. The record shall contain:

i. The date and time of each spill, overflow, or bypass;

ii. The location of each spill, overflow, or bypass;

iii. The estimated volume of each spill, overflow, or bypass including gross volume, amount recovered and amount not recovered, monitoring results as required by Section VI.O.2.;

iv. The cause of each spill, overflow, or bypass;

v. Whether each spill, overflow, or bypass entered a receiving water and, if so, the name of the water body and whether it entered via storm drains or other man-made conveyances;

vi. Any corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences; and

vii. The mandatory information included in Sanitary Sewer Overflows (SSO) online reporting for finalizing and certifying the SSO report for each spill, overflow, or bypass under State Water Board Order No. 2006-0003-DWQ.

5. **Activities Coordination** – The Regional Board expects that the City will coordinate their compliance activities for consistency and efficiency with other entitles that have responsibilities to implement: (i) this Order, and (ii) State Water Board Order No. 2006-0003-DWQ.

6. **Consistency with State Water Board Order No. 2006-0003-DWQ** – The requirements contained in this Order in Sections VI.K. (SCCP Requirements), VI.L. (Construction, Operation, and Maintenance Requirements), and VI.O. (Spill Reporting Requirements) are intended to be consistent with the requirements of Order No. 2006-0003-DWQ. The Regional Board recognizes that there may be some overlap between this Order and Order No. 2006-0003-DWQ. The requirements of Order No. 2006-0003-DWQ are considered the minimum thresholds (see Finding 11 of Order No. 2006-0003-DWQ). To encourage efficiency, the Regional Board will accept the documentation prepared by the City under Order No. 2006-0003-DWQ for compliance purposes, as satisfying the requirements in Sections VI.K., VI.L., and VI.O. provided the more stringent provisions enumerated in this Order have also been addressed.

P. Pretreatment Requirements

1. This Order includes the City's Pretreatment Program, as previously submitted to this Regional Board and specified in Order No. R4-2007-0028-R2, adopted by this Regional board on February 2, 2012. Any change to the Program shall be reported to the Regional Board in writing and shall not become effective until approved by the Executive Officer in accordance with procedures established in 40 C.F.R. section 403.18.

2. The City shall enforce the requirements under Sections 307(b), 307(c), 307(d), and 402(b) of the Federal Clean Water Act with timely, appropriate, and effective enforcement actions. The City shall require industrial users to comply with Federal Categorical Standards and shall initiate enforcement actions against those users who do not comply with the standards. The City shall require industrial users

subject to the Federal Categorical Standards to achieve compliance no later than the date specified in those requirements or, in the case of a new industrial user, upon commencement of the discharge.

3. The City shall perform the pretreatment functions as required in 40 C.F.R. Part 403 including, but not limited to:

   i. Implement the necessary legal authorities as provided in 40 C.F.R. section 403.8(f)(1);

   ii. Enforce the pretreatment requirements under 40 C.F.R. sections 403.5 and 403.6;

   iii. Implement the programmatic functions as provided in 40 C.F.R. section 403.8(f)(2); and

   iv. Provide the requisite funding of personnel to implement the Pretreatment Program as provided in 40 C.F.R. section 403.8(f)(3).

4. The City shall submit an annual report of effectiveness of the City's Pretreatment Program. This annual report shall be submitted to the Regional Board, with copies to the State Water Board and USEPA Region 9, describing the City's pretreatment activities over the period and whether such activities have been effective. If the City is not in compliance with any conditions or requirements of this Order, the City shall include the reasons for noncompliance and shall state how and when the City will comply with such conditions and requirements.

5. The City shall be responsible and liable for the performance of all control authority pretreatment requirements contained in 40 C.F.R. Part 403, including subsequent regulatory revisions thereof. Where Part 403 or subsequent revision places mandatory actions upon the City as Control Authority, but does not specify a timetable for completion of the actions, the City shall complete the required actions within six months from the effective date of this Order or the effective date of Part 403 revisions, whichever comes later. For violations of pretreatment requirements, the City shall be subject to enforcement actions, penalties, fines, and other remedies by the Regional Board, USEPA, or other appropriate parties, as provided in the Federal Clean Water Act. The Regional Board or USEPA may initiate enforcement action against an industrial user for noncompliance with acceptable standards and requirements as provided in the Federal Clean Water Act and/or the California Water Code.

VII. REOPENER

The Regional Board will review this Order periodically and will revise requirements when necessary. The waste discharge requirements and monitoring and reporting requirements in this Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure compliance with them. If applicable laws and regulations change, including but not limited to, establishment of total maximum daily loads, or once new information is obtained that will change the overall discharge and its potential to impact waters of the state, it may be

appropriate to reopen this Order. This Order may also specifically be reopened to make revisions consistent with an approved salt and nutrient management plan.

VIII. TERMINATION

Except for enforcement purposes, Order No. R4-2007-0028, adopted by the Regional Board on May 3, 2007, and amended on May 6, 2010, February 2, 2012, April 6, 2017 and December 21, 2017, is hereby terminated.

The Regional Board's termination of prior waste discharge requirements and/or monitoring and reporting requirements do not extinguish any violations that may have occurred during the time those requirements were in effect. The Regional Board reserves the right to take enforcement actions to address violations of prior prohibitions, limitations, specifications, requirements, or provisions of rescinded requirements as allowed by law.

IX. EFFECTIVE DATE

This Order becomes effective immediately upon its adoption.

I, Samuel Unger, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region on February 8, 2018.

Samuel Unger

Samuel Unger, P.E.
Executive Officer

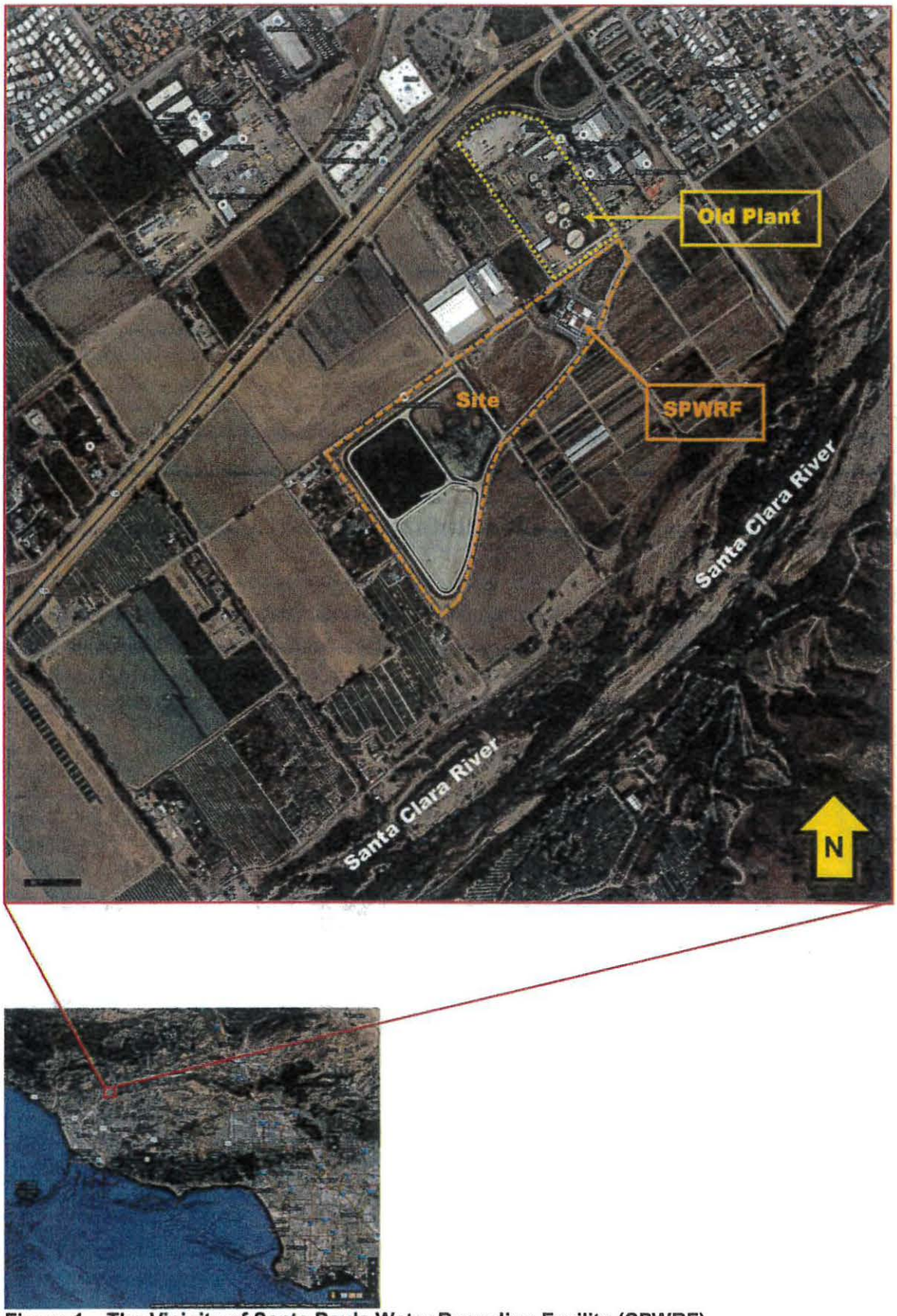

Figure 1 – The Vicinity of Santa Paula Water Recycling Facility (SPWRF)

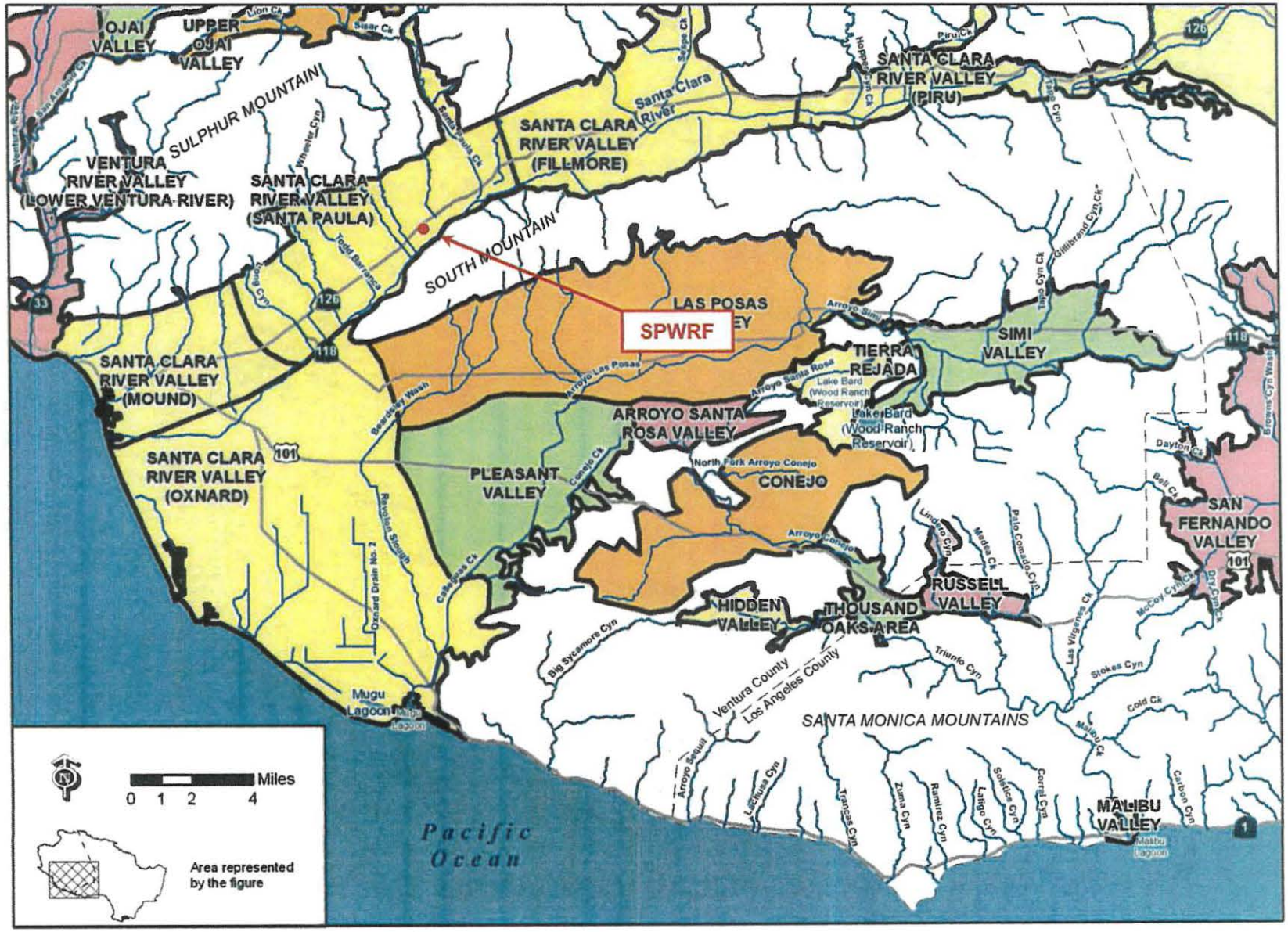

Figure 2 – Santa Paula Groundwater Basin

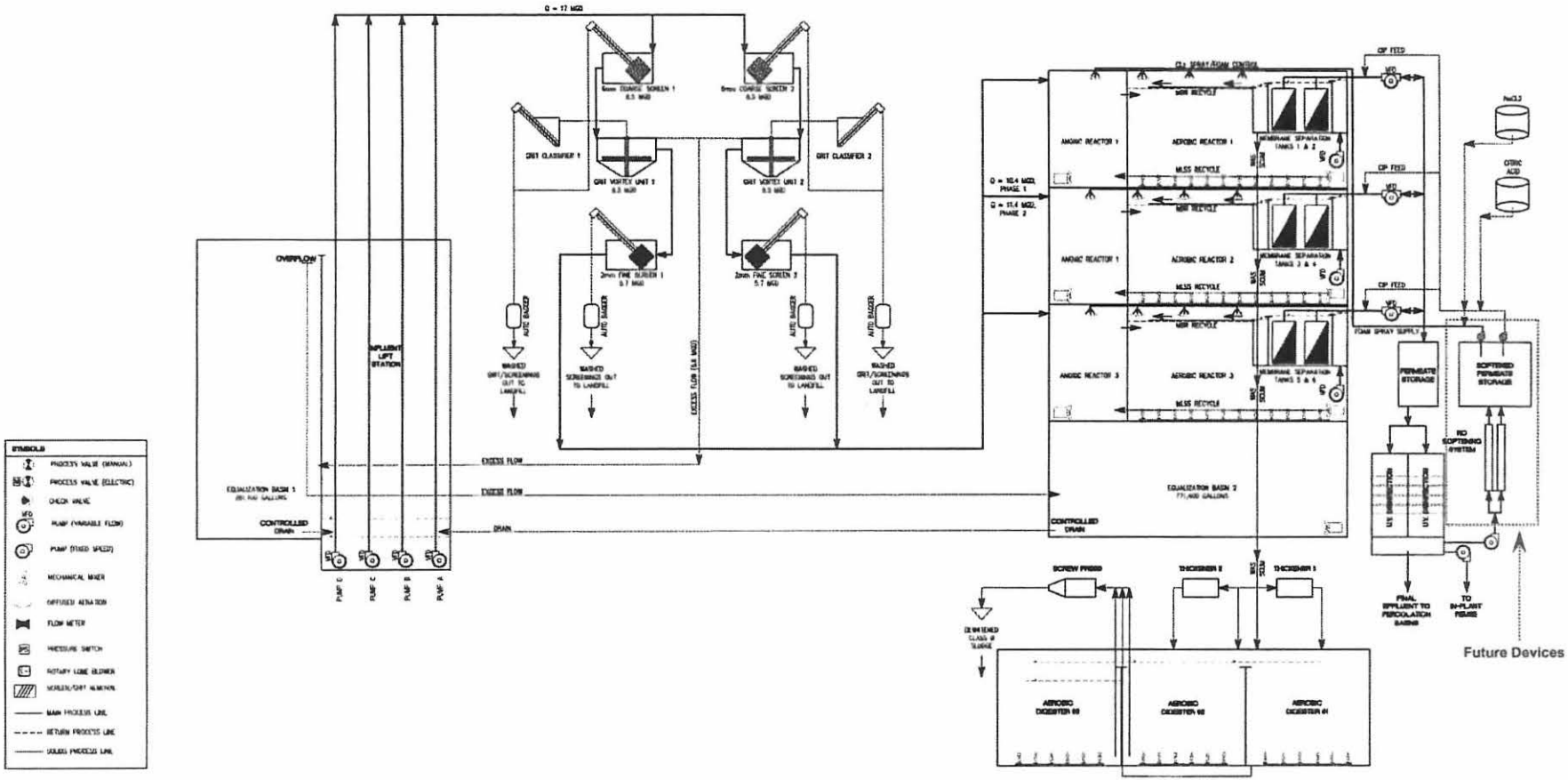

Figure 3 – Process Flow Schematic of Santa Paula Wastewater Recycling Facility

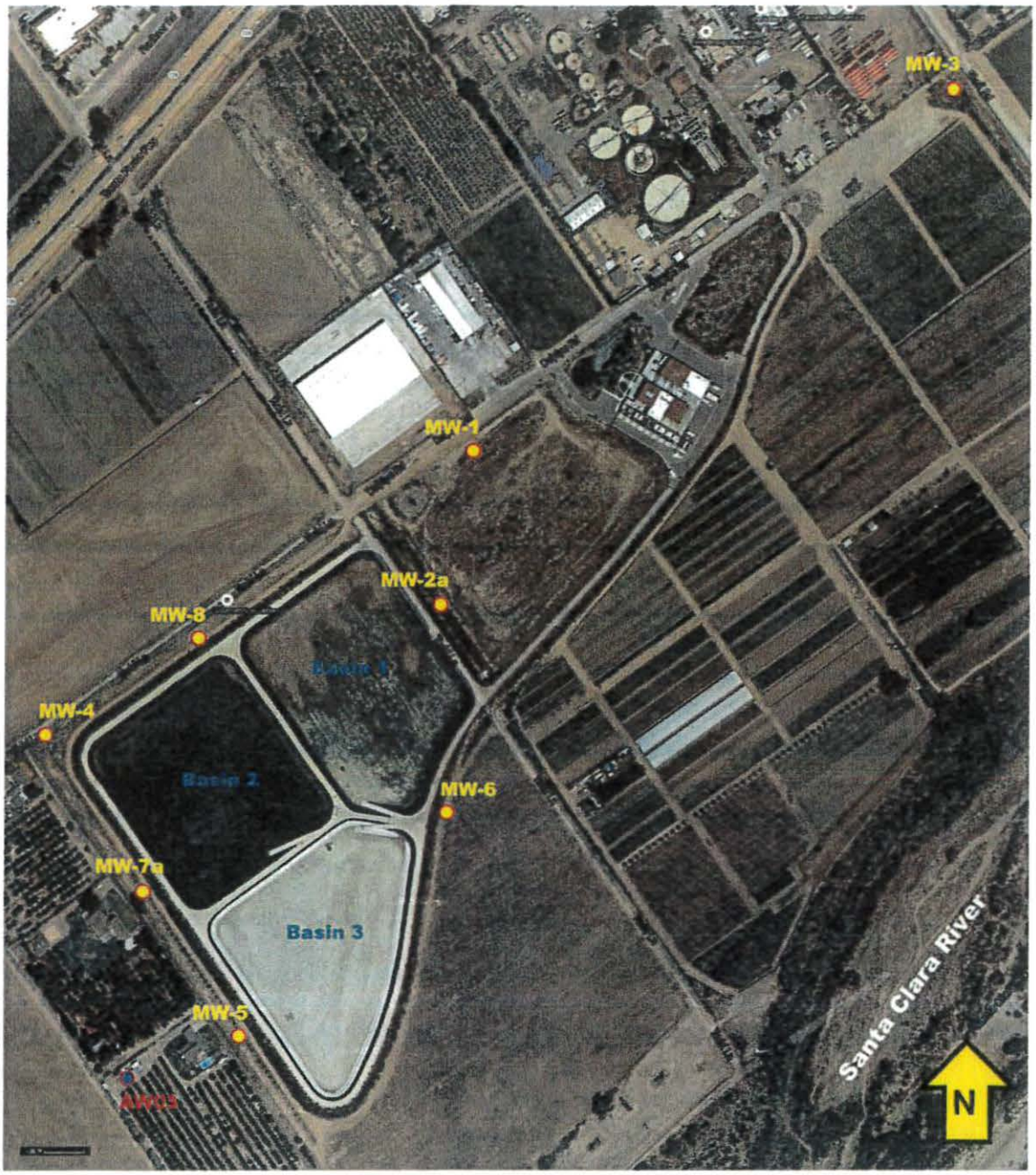

Figure 4 – Locations of Groundwater Monitoring Wells

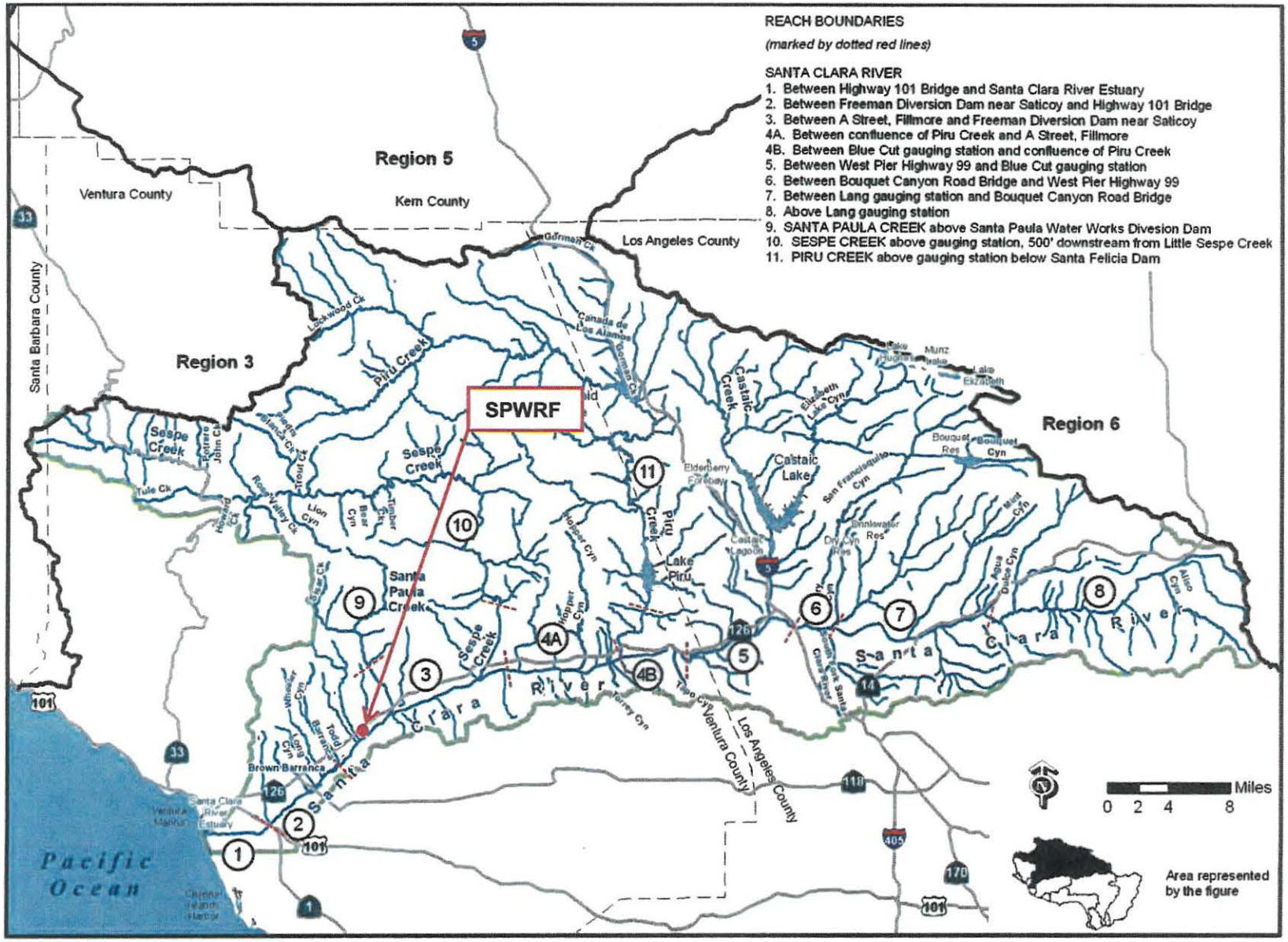

Figure 5 – Santa Clara River Watershed Surface Reaches

Attachment A – Maximum Contaminant Levels

Attachment A-1 Inorganic Chemicals

Table 64431-A [1]		
Chemical	**Maximum Contaminant Levels (mg/L[2])**	**Reporting Detection Limit (mg/L[2])**
Aluminum	1	0.05
Antimony	0.006	0.006
Arsenic	0.01	0.002
Asbestos	7 MFL[3]	0.2 MFL > 10 μm
Barium	1	0.1
Beryllium	0.004	0.001
Cadmium	0.005	0.001
Chromium	0.05	0.01
Cyanide	0.15	0.1
Fluoride	2.0	0.1
Chromium (VI)	0.010	0.001
Mercury	0.002	0.001
Nickel	0.1	0.01
Selenium	0.05	0.005
Thallium	0.002	0.001
Perchlorate	0.006	0.004

Table Notes:

[1]. California Code of Regulation (CCR), Title 22, Section 64431, last updated July 16, 2015.

[2]. mg/L = milligrams/liter.

[3]. MFL = million fibers per liter; MCL for fibers exceeding 10μm in length.

Attachment A-2 Radionuclides

Table 64442 [1]		
Chemical	**Maximum Contaminant Levels (pCi/L[2])**	**Reporting Detection Limit (pCi/L[2])**
Radium-226	5 pCi/L (combined radium-226 and radium-228)	1
Radium-228		1
Gross Alpha particle activity (excluding radon and uranium)	15	3
Uranium	20	1

Table Notes:

[1]. CCR, Title 22, Section 64442, last updated July 16, 2015.

[2]. pCi/L = picocuries/liter.

Attachment A-3 Radionuclides

Table 64443 [1]		
Chemical	**Maximum Contaminant Levels (pCi/L[2])**	**Reporting Detection Limit (pCi/L[2])**
Beta/photon Emitters	4 millirem/year dose equivalent to the total body or any internal organ	Gross Beta particle activity: 4
Strontium-90	8 (=4 millirem/year dose to bone marrow)	2
Tritium	20,000 (=4 millirem/year dose to total body)	1,000

Table Notes:

[1]. CCR, Title 22, Section 64443, last updated July 16, 2015.

[2]. pCi/L = picocuries/liter.

Attachment A-4 Organic Chemicals

Table 64444-A [1]		
Chemical	**Maximum Contaminant Levels (mg/L[2])**	**Reporting Detection Limit (mg/L[2])**
(a) Volatile Organic Chemicals		
Benzene	0.001	0.0005
Carbon Tetrachloride (CTC)	0.0005	0.0005
1,2-Dichlorobenzene	0.6	0.0005
1,4-Dichlorobenzene	0.005	0.0005
1,1-Dichloroethane	0.005	0.0005
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005
1,1-Dichloroethene (1,1-DCE)	0.006	0.0005
Cis-1,2-Dichloroethylene	0.006	0.0005
Trans-1,2-Dichloroethylene	0.01	0.0005
Dichloromethane	0.005	0.0005
1,2-Dichloropropane	0.005	0.0005
1,3-Dichloropropene	0.0005	0.0005
Ethylbenzene	0.3	0.0005
Methyl-tert-butyl-ether (MTBE)	0.013	0.003
Monochlorobenzene	0.07	0.0005
Styrene	0.1	0.0005
1,1,2,2-Tetrachloroethane	0.001	0.0005
Tetrachloroethylene (PCE)	0.005	0.0005
Toluene	0.15	0.0005
1,2,4-Trichlorobenzene	0.005	0.0005
1,1,1-Trichloroethane	0.2	0.0005
1,1,2-Trichloroethane	0.005	0.0005
Trichloroethylene (TCE)	0.005	0.0005
Trichlorofluoromethane	0.15	0.005

Table 64444-A [1]		
Chemical	Maximum Contaminant Levels (mg/L[2])	Reporting Detection Limit (mg/L[2])
(a) Volatile Organic Chemicals		
1,1,2-Trichloro-1,2,2-Trifluoroethane	1.2	0.01
Vinyl Chloride	0.0005	0.0005
Xylenes (m,p)	1.75	0.0005
(b) Non-Volatile Synthetic Organic Chemicals		
Alachlor	0.002	0.001
Atrazine	0.001	0.0005
Bentazon	0.018	0.002
Benzo(a)pyrene	0.0002	0.0001
Carbofuran	0.018	0.005
Chlordane	0.0001	0.0001
2,4-D	0.07	0.01
Dalapon	0.2	0.01
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001
Di(2-ethylhexyl)adipate	0.4	0.005
Di(2-ethylhexyl)phthalate	0.004	0.003
Dinoseb	0.007	0.002
Diquat	0.02	0.004
Endothall	0.1	0.045
Endrin	0.002	0.0001
Ethylene Dibromide (EDB)	0.00005	0.00002
Glyphosate	0.7	0.025
Heptachlor	0.00001	0.00001
Heptachlor Epoxide	0.00001	0.00001
Hexachlorobenzene	0.001	0.0005
Hexachlorocyclopentadiene	0.05	0.001
Lindane	0.0002	0.0002

Table 64444-A [1]		
Chemical	Maximum Contaminant Levels (mg/L[2])	Reporting Detection Limit (mg/L[2])
(b) Non-Volatile Synthetic Organic Chemicals		
Methoxychlor	0.03	0.01
Molinate	0.02	0.002
Oxamyl	0.05	0.02
Pentachlorophenol	0.001	0.0002
Picloram	0.5	0.001
Polychlorinated Biphenyls	0.0005	0.0005
Simazine	0.004	0.001
Thiobencarb	0.07	0.001
Toxaphene	0.003	0.001
2,3,7,8-TCDD (Dioxin)	3×10^{-8}	5×10^{-9}
2,4,5-TP (Silvex)	0.05	0.001

Table Notes:

[1]. CCR, Title 22, Section 64444-A, last updated July 15, 2015.

[2]. mg/L = milligrams/liter.

Attachment A-5 Secondary Maximum Contaminant Levels

Table 64449-A [1]	
Chemical	**Units**
Aluminum	0.2 mg/L
Color	150 Units
Copper	1.0 mg/L
Foam Agents (MBAS)	0.5 mg/L
Iron	0.3 mg/L
Manganese	0.05 mg/L
Methyl-tert-butyl-ether (MTBE)	0.005 mg/L
Odor – Threshold	3 units
Silver	0.1 mg/L
Thiobencarb	0.001 mg/L
Turbidity	5 Units
Zinc	5 mg/L

Table Note:

[1]. CCR, Title 22, Section 64449, last updated July 16, 2015.

Attachment A-6 Disinfection Byproducts

Table 64533-A [1]		
Constituent	Maximum Contaminant Levels (mg/L[2])	Reporting Detection Limit (mg/L[2])
Total Trihalomethanes (TTHM)	0.08	
Bromodichloromethane		0.001
Bromoform		0.001
Chloroform		0.001
Dibromochloromethane		0.001
Haloacetic acid (five) (HAA5)	0.06	
Monochloroacetic acid		0.002
Dichloroacetic acid		0.001
Trichloroacetic acid		0.001
Monobromoacetic acid		0.001
Dibromoacetic acid		0.001

Table Notes:

[1]. CCR, Title 22, Section 64533, Chapter 15.5, last updated July 16, 2015.

[2]. mg/L = milligrams/liter.

Attachment B – Standard Provisions Applicable to Waste Discharge Requirements

1. DUTY TO COMPLY

The discharger must comply with all conditions of these waste discharge requirements. A responsible party has been designated in the Order for this project, and is legally bound to maintain the monitoring program and permit. Violations may result in enforcement actions, including Regional Board orders or court orders requiring corrective action or imposing civil monetary liability, or in modification or revocation of these waste discharge requirements by the Regional Board. (California Water Code, Sections 13261, 13263, 13265, 13268, 13300, 13301, 13304, 13340, and 13350). Failure to comply with any waste discharge requirement, monitoring and reporting requirement, or other order or prohibition issued, reissued or amended by the Los Angeles Water Board or State Water Resources Control Board is a violation of these waste discharge requirements and the California Water Code, which can result in the imposition of civil liability. (California Water Code, Section 13350, subdivision (a).)

2. GENERAL PROHIBITION

Neither the treatment nor the discharge of waste shall create a pollution, contamination or nuisance, as defined by California Water Code section 13050. In addition, the discharge of waste classified as hazardous, as defined in California Code of Regulations, Title 23, Section 2521, subdivision (a) is also prohibited.

3. AVAILABILITY

A copy of these waste discharge requirements shall be maintained at the discharge facility and be available at all times to operating personnel. (California Water Code, Section 13263).

4. CHANGE IN OWNERSHIP

The discharger must notify the Executive Officer, in writing at least 30 days in advance of any proposed transfer of this Order's responsibility and coverage to a new discharger containing a specific date for the transfer of this Order's responsibility and coverage between the current discharger and the new discharger. This agreement shall include an acknowledgement that the existing discharger is liable for violations up to the transfer date and that the new discharger is liable from the transfer date forward. (California Water Code, Sections 13267 and 13263)

5. CHANGE IN DISCHARGE

In the event of a material change or proposed change in the character, location, or volume of the discharge, the discharger shall file with this Regional Board a new Report of Waste Discharge. (California Water Code, Section 13260, subdivision (c)). A material change includes, but is not limited to, the following:

(a) Addition of a major industrial waste discharge to a discharge of essentially domestic sewage, or the addition of a new process or product by an industrial facility resulting in a change in the character of the waste.

(b) Significant change in disposal method, e.g., change from a land disposal to a direct discharge to water, or change in the method of treatment which would significantly alter the characteristics of the waste.

(c) Significant change in the disposal area, e.g., moving the discharge to another drainage area, to a different water body, or to a disposal area significantly removed from the original area potentially causing different water quality or nuisance problems.

(d) Increase in flow beyond that specified in the waste discharge requirements.

(e) Increase in the area or depth to be used for solid waste disposal beyond that specified in the waste discharge requirements. (California Code of Regulations, Title 23, Section 2210)

6. REVISION

These waste discharge requirements are subject to review and revision by the Regional Board. (California Water Code, Section 13263)

7. NOTIFICATION

Where the discharger becomes aware that it failed to submit any relevant facts in a Report of Waste Discharge or submitted incorrect information in a Report of Waste Discharge or in any report to the Regional Board, it shall promptly submit such facts or information. (California Water Code, Sections 13260 and 13267)

8. VESTED RIGHTS

This Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, do not protect the discharger from his liability under Federal, State or local laws, nor do they create a vested right for the discharger to continue the waste discharge. All discharges of waste into waters of the state are privileges, not rights. (California Water Code, Section 13263, subdivision (g).)

9. SEVERABILITY

Provisions of these waste discharge requirements are severable. If any provisions of these requirements are found invalid, the remainder of the requirements shall not be affected.

10. OPERATION AND MAINTENANCE

The discharger shall, at all times, properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the discharger to achieve compliance with conditions of this Order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this Order. (California Water Code, Section 13263, subdivision (f).)

11. NOTIFICATION REQUIREMENT

Except for a discharge which is in compliance with these waste discharge requirements, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.7) of Chapter 7 of Division 1 of Title 2 of the Government Code, and immediately notify the State Board or the appropriate Regional Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of Section 13271 of the California Water Code unless the discharger is in violation of a prohibition in the applicable Water Quality Control plan. (California Water Code, Section 13271, subdivision (a).)

12. OIL OR PETROLEUM RELEASES

Except for a discharge which is in compliance with these waste discharge requirements, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Article 3.5 (commencing with Section 8574.1) of Chapter 7 of Division 1 of Title 2 of the Government Code. This provision does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Section 311 of the Clean Water Act or the discharge is in violation of a prohibition in the applicable Water Quality Control Plan. (California Water Code, Section 13272)

13. INVESTIGATIONS AND INSPECTIONS

The discharger shall allow the Regional Board, or an authorized representative upon the presentation of credentials and other documents as may be required by law, to:

(a) Enter upon the discharger's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Order;

(b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order;

(c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and

(d) Sample or monitor at reasonable times, for the purposes of assuring compliance with this Order, or as otherwise authorized by the California Water Code, any substances or parameters at any location. (California Water Code, Section 13267)

(e) Except for material determined to be confidential in accordance with applicable law, all reports prepared in accordance with the terms of this Order shall be available for public inspection at the office of the Los Angeles Water Board. Data on waste discharges, water quality, geology, and hydrogeology shall not be considered confidential.

14. MONITORING PROGRAM AND DEVICES

The discharger shall furnish, under penalty of perjury, technical monitoring program reports; such reports shall be submitted in accordance with specifications prepared by the Executive Officer, which specifications are subject to periodic revisions as may be warranted. (California Water Code, Section 13267)

All monitoring instruments and devices used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. All flow measurement devices shall be calibrated at least once per year, or more frequently, to ensure continued accuracy of the devices. Annually, the discharger shall submit to the Executive Office a written statement, signed by a registered professional engineer, certifying that all flow measurement devices have been calibrated and will reliably achieve the accuracy required.

The analysis of any material required pursuant to Division 7 of the California Water Code shall be performed by a laboratory that has accreditation or certification pursuant to Article 3 (commencing with Section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. However, this requirement does not apply to field tests, such as test for color, odor, turbidity, pH, temperature, dissolved oxygen, conductivity, and disinfectant residual chlorine. (California Water Code, Section 13176). Unless otherwise permitted by the Regional Board Executive officer, all analyses shall be conducted at a laboratory certified for such analyses by the State Water Resources Control Board's Division of Drinking Water. All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40CFR Part 136) promulgated by the United States, Environmental Protection Agency (USEPA). (California Code of Regulation, Title 23, Section 2230)

The Quality Assurance-Quality Control Program must conform to the USEPA Guidelines "Laboratory Documentation Requirements for Data Validation", January 1990, USEPA Region 9) or procedures approved by the Los Angeles Regional Water Quality Control Board.

All quality assurance and quality control (QA/QC) analyses must be run on the same dates when samples were actually analyzed. All QA/QC data shall be reported, along with the sample results to which they apply, including the method, equipment, analytical detection and quantitation limits, the percent recovery, and explanation for any recovery that falls outside the QC limits, the results of equipment and method blanks, the results of spiked and surrogate samples, the frequency of quality control analysis, and the name and qualifications of the person(s) performing the analyses. Sample results shall be reported unadjusted for lank results or spike recoveries. In cases where contaminants are detected in QA/QC samples (e.g., field, trip, or lab blanks); the accompanying sample results shall be appropriately flagged.

The Discharger shall make all QA/QC data available for inspection by Regional Board staff and submit the QA/QC documentation with its respective quarterly report. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the quarterly report.

15. TREATMENT FAILURE

In an enforcement action, it shall not be a defense for the discharger that it would have been necessary to halt or to reduce the permitted activity in order to maintain compliance with this Order. Upon reduction, loss, or failure of the treatment facility, the discharger shall, to the extent necessary to maintain compliance with this Order, control production or all discharges, or both, until the facility is restored or an alternative method of treatment is provided. This provision applies, for example, when the primary source of power of the treatment facility fails, is reduced, or is lost. (California Water Code, Section 13263, subdivision (f).)

16. DISCHARGE TO NAVIGABLE WATERS

A person who discharges pollutants or proposes to discharge pollutants or proposes to discharge pollutants to the navigable waters of the United States within the jurisdiction of this state or a person who discharges dredged or fill material or proposes to discharge dredged or fill material into the navigable waters of the United States within the jurisdiction of this state shall file a report of waste discharge in compliance with the procedures set forth in California Water Code section 13260. (California Water Code, Section 13376)

17. ENDANGERMENT TO HEALTH AND ENVIRONMENT

The discharger shall report any noncompliance which may endanger health or the environment. Any such information shall be provided verbally to the Executive Officer within 24 hours from the time the discharger becomes aware of the circumstances. A written submission shall also be provided within five days of the time the discharger becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Executive officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours. The following occurrence(s) must be reported to the Executive Office within 24 hours:

(a) Any bypass from any portion of the treatment facility.

(b) Any discharge of treated or untreated wastewater resulting from sewer line breaks, obstruction, surcharge or any other circumstances.

(c) Any treatment plan upset which causes the effluent limitation of this Order to be exceeded. (California Water Code, Sections 13263 and 13267)

18. MAINTENANCE OF RECORDS

The discharger shall retain records of all monitoring information including all calibration and maintenance records, all original strip chart recordings for continuous monitoring

instrumentation, copies off all reports required by this Order, and record of all data used to complete the application for this Order. Records shall be maintained for a minimum of three years from the date of the sample, measurement, report, or application. This period may be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board Executive Officer.

Records of monitoring information shall include:

(a) The date, exact place, and time of sampling or measurement;

(b) The individual(s) who performed the sampling or measurement;

(c) The date(s) analyses were performed;

(d) The individual(s) who performed the analyses;

(e) The analytical techniques or method used; and

(f) The results of such analyses.

19. (a) All application reports or information to be submitted to the Executive Office shall be signed and certified as follows:

(1) For a corporation – by a principal executive officer or at least the level of vice president.

(2) For a partnership or sole proprietorship – by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency – by either a principal executive officer or ranking elected official.

(b) A duly authorized representative of a person designated in paragraph (a) of this provision may sign documents if:

(1) The authorization is made in writing by a person described in paragraph (a) of this provision.

(2) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility or activity; and,

(3) The written authorization is submitted to the Executive Officer.

Any person signing a document under this Section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information,

including the possibility of fine and imprisonment. [California Water Code Sections 13263, 13267, and 13268]"

20. OPERATOR CERTIFICATION

Supervisors and operators of municipal wastewater treatment plants and privately owned facilities regulated by the Public Utilities Commission, used in the treatment or reclamation of sewage and industrial waste shall possess a certificate of appropriate grade in accordance with California Code of Regulations, title 23, section 3680. State Board may accept experience in lieu of qualification training. (California Code of Regulations, Title, 23, Sections 3680 and 3680.2.) In lieu of a properly certified wastewater treatment plant operator, the State Board may approve use of a water treatment plant operator of appropriate grade certified by the State Department of Public Health where reclamation is involved. (California Code of Regulations, Title, 23, Section 3670.1, subdivision (b).)

ADDITIONAL PROVISIONS APPLICABLE TO PUBLICLY OWNED TREATMENT WORKS' ADEQUATE CAPACITY

21. Whenever a regional board finds that a publicly owned wastewater treatment plant will reach capacity within four years, the board shall notify the discharger. Such notification shall inform the discharger that the regional board will consider adopting a time schedule order pursuant to Section 13300 of the California Water Code or other enforcement order unless the discharger can demonstrate that adequate steps are being taken to address the capacity problem. The notification shall require the discharger to submit a technical report to the regional board within 120 days showing how flow volumes will be prevented from exceeding existing capacity or how capacity will be increased. A copy of such notification shall be sent to appropriate local elected officials, local permitting agencies and the press. The time for filing the required technical report may be extended by the regional board. An extension of 30 days may be granted by the executive officer. Longer extensions may be granted by the regional board itself. (California Code of Regulations, Title, 23, Section 2232.)

Attachment C – Monitoring for Constituents of Emerging Concern (CECs) [1]

Constituent	Reporting Limit (µg/L [2])
17β-Estradiol	0.001
Caffeine	0.05
NDMA	0.002
Triclosan	0.05
DEET	0.05
Sucralose	0.1

Table Note:

[1]. CECs are based on Table 1 Groundwater Recharge Reuse – Subsurface Application of State Water Board Resolution 2013-003.

[2]. µg/L = micrograms/liter.

Attachment D – Monitoring for Priority Pollutants

Antimony	Trichloroethylene	Fluoranthene
Arsenic	Vinyl Chloride	Fluorene
Beryllium	2-Chlorophenol	Hexachlorobenzene
Cadmium	2,4-Dichlorophenol	Hexachlorobutadiene
Chromium (III)	2,4-Dimethylphenol	Hexachlorocyclopentadiene
Chromium (VI)	4,6-Dinitro-2-Methylphenol	Hexachloroethane
Copper	2,4-Dinitrophenol	Indeno[1,2,3-cd]pyrene
Lead	2-Nitrophenol	Isophorone
Mercury	4-Nitrophenol	Naphthalene
Nickel	4-Chloro-3-Methylphenol	Nitrobenzene
Selenium	Pentachlorophenol	N-nitrosodimethylamine
Silver	Phenol	N-Nitrosodi-N-propylamine
Thallium	2,4,6-Trichlorophenol	N-Nitrosodiphenylamine
Zinc	Acenaphthene	Phenanthrene
Cyanide	Acenaphthylene	Pyrene
Asbestos	Anthracene	1,2,4-Trichlorobenzene
2,3,7,8-TCDD	Benzidine	Aldrin
Acrolein	Benzo[a]anthracene	alpha-BHC
Acrylonitrile	Benzo[a]pyrene	beta-BHC
Benzene	Benzo[b]fluoranthene	gamma-BHC
Bromoform	Benzo[ghi]perylene	delta-BHC
Carbon tetrachloride	Benzo[k]fluoranthene	Chlordane
Chlorobenzene	Bis(2-chloroethoxy) Methane	4,4'-DDT
Chlorodibromomethane	Bis(2-chloroethyl) Ether	4,4'-DDE
Chloroethane	Bis(2-chloroisopropyl) Ether	4,4'-DDD
2-Chloroethylvinyl Ether	Bis(2-ethylhexyl) Phthalate	Dieldrin
Chloroform	4-Bromophenyl Phenyl Ether	alpha-Endosulfan
Dichlorobromomethane	Butylbenzyl Phthalate	beta-Endosulfan
1,1-Dichloroethane	2-Chloronaphthalene	Endosulfan Sulfate

1,2-Dichloroethane	4-Chlorophenyl Phenyl Ether	Endrin
1,1-Dichloroethylene	Chrysene	Endrin Aldehyde
1,2-Dichloropropane	Dibenzo[ah]anthracene	Heptachlor
1,3-dichloropropylene	1,2-Dichlorobenzene	Heptachlor Epoxide
Ethylbenzene	1,3-Dichlorobenzene	PCB (Aroclor-1016)
Methyl Bromide	1,4-Dichlorobenzene	PCB (Aroclor-1221)
Methyl Chloride	3,3'-Dichlorobenzidine	PCB (Aroclor-1232)
Methylene Chloride	Diethyl Phthalate	PCB (Aroclor-1242)
1,1,2,2-Tetrachloroethane	Dimethyl Phthalate	PCB (Aroclor-1248)
Tetrachloroethylene	Di-n-butyl Phthalate	PCB (Aroclor-1254)
Toluene	2,4-Dinitrotoluene	PCB (Aroclor-1260)
1,2-Trans-Dichloroethylene	2,6-Dinitrotoluene	Toxaphene
1,1,1-Trichloroethane	Di-n-octyl Phthalate	---
1,1,2-Trichloroethane	1,2-Diphenylhydrazine	---

Attachment E

MONITORING AND REPORTING PROGRAM NO. CI-9259
FOR
CITY OF SANTA PAULA
(SANTA PAULA WATER RECYCLING FACILITY)
(File No. 06-189)

This Monitoring and Reporting Program (MRP) No. CI-9259 is issued pursuant to California Water Code section 13267, which authorizes the Regional Water Quality Control Board, Los Angeles Region (Regional Board) to require the City of Santa Paula (City), who discharges tertiary-treated wastewater generated from the Santa Paula Water Recycling Facility (SPWRF) to groundwater via three percolation ponds, to furnish technical or monitoring reports.

The reports required herein are necessary to:

- Determine compliance with Waste Discharge Requirements (WDRs) Order No. R4-2018-0022 and assure protection of the waters of the state and their beneficial uses.
- Assess treatment plant performance, identify operational problems, and improve plant performance.
- Assess effectiveness of the City's Pretreatment Program.
- Provide information on wastewater characteristics and flows for use in interpreting water quality and biological data.
- Determine total maximum daily load (TMDL) effectiveness.

The evidence that supports the need for the reports is set forth in the WDRs and the Regional Board record.

I. SUBMITTAL OF REPORTS

A. The City shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under this MRP, including electronic data format (EDF) groundwater and surface water monitoring data, injection location data, and monitoring reports. These reports shall be received by the Regional Board via the State Water Resources Control Board's (State Water Board) GeoTracker database under Global ID WDR100000849 on the dates indicated as follows:

1. **Quarterly Monitoring Reports** shall be received by the Regional Board by the 30th day of the month following the end of each quarterly monitoring period according to Table 1 below. The first Quarterly Monitoring Report under this program must be received by the Regional Board by April 30, 2018.

Table 1 – Reporting Period and Due	
Reporting Period	**Report Due**
January ~ March	April 30
April ~ June	July 30
July ~ September	October 30
October ~ December	January 30

2. **Annual Summary Report** shall be received by the Regional Board by March 1 of each year. The first Annual Summary Report under this program must be received by the Regional Board no later than March 1, 2018.

B. If there is no discharge during any reporting period, the report shall still be submitted and so state.

C. Data collected from monitoring wells shall be included in the quarterly monitoring reports and annual summary report. The data shall include the well specifications, ordinances, well heads elevation to mean sea level (MSL) and the method to develop the well. The California Department of Water Resources sets standards for the construction of groundwater wells, as described in *California Well Standards Bulletin 74-90* (June 1991) and *Water Well Standards: State of California Bulletin 74-81* (December 1981). These well standards, and any more stringent standards adopted by the state or county pursuant to Water Code section 13801, apply to all monitoring wells used to monitor the impacts of wastewater storage or disposal governed by waste discharge or monitoring and reporting requirements.

D. In accordance with California Business and Profession Code sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. All reports submitted to the Regional Board pursuant to waste discharge or monitoring and reporting requirements that contain work plans for investigations and studies, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professional(s), such a licensed engineer or a certified hydrogeologist in the State of California, even if not explicitly stated. Each report must submitted by the Discharger shall bear the professional's signature and stamp.

E. All monitoring reports must include, at minimum, the following:

1. Well or location identification, date and time of sampling;

2. Sampler identification, laboratory identification, and chain of custody;

3. Quarterly observation of groundwater levels, recorded to 0.01 feet mean sea level (MSL), and flow direction; and

4. Calculation of vertical separation of the water table from the bottom of the disposal system.

II. MONITORING REQUIREMENTS

A. Monitoring shall be used to determine compliance with waste discharge requirements and shall include, but is not limited to, implementation and documentation of the following:

1. Locations of each groundwater well where representative samples can be obtained and the rationale for the selection. The City must include a map, at a scale of 1 inch equals 1,200 feet or less, that clearly identifies the locations of the SPWRF, and all groundwater monitoring wells.

2. Sampling protocols (specified in 40 C.F.R. Part 136 or American Water Works Association standards where appropriate) and chain of custody procedures.

3. For groundwater monitoring, outline the methods and procedures to be used for measuring water levels; purging wells; collecting samples; decontaminating equipment; containing, preserving, and shipping samples; and maintaining appropriate documentation. Also include the procedures for handling, storing, testing, and disposing of purge and decontamination waters generated from the sampling events.

4. Laboratory or laboratories, which conducted the analyses. Include copy or copies of laboratory certifications by the Environmental Laboratory Accreditation Program (ELAP) of the State Water Board's Division of Drinking Water (DDW) every year or when the City changes their contract laboratory.

5. Analytical test methods used and the corresponding Detection Limits for Purposes of Reporting (DLR) for unregulated and regulated chemicals. Please see the DDW's website at http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/EDT.shtml for unregulated and regulated chemicals.

6. Quality assurance and control measures.

B. The samples shall be analyzed using analytical methods described in 40 C.F.R. Part 136; or where no methods are specified for a given pollutant, by commercially available methods approved by the United State Environmental Protection Agency (USEPA) or DDW, Regional Board and/or State Board. The City shall select the analytical methods that provide reporting detection limits (RDLs) lower than the limits prescribed in waste discharge requirements.

C. The City shall instruct its laboratories to establish calibration standards so that the RDLs (or its equivalent if there is a different treatment of samples relative to calibration standards) are the lowest calibration standard. At no time shall the City use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

D. Upon request by the City, the Regional Board, in consultation with the USEPA or DDW and the State Board Quality Assurance Program, may establish RDLs in any of the following situations:

1. When the pollutant has no established method under 40 C.F.R. Part 136 (revised May 14, 1999, or subsequent revision);

2. When the method under 40 C.F.R. Part 136 for the pollutant has a RDL higher than the limit specified in this Order; or

3. When the City agrees to use a test method that is more sensitive than those specified in 40 C.F.R. Part 136 and is commercially available.

E. Samples of influent and disinfected effluent must be analyzed within allowable holding time limits as specified in 40 C.F.R. section 136.3. All quality assurance/quality control (QA/QC) analyses must be run on the same dates when samples were actually analyzed. The City shall make available for inspection and/or submit the QA/QC documentation upon request by the Regional Board. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the quarterly monitoring report.

F. Constituents of emerging concern (CECs): In recent years, the Regional Board has required monitoring of a select group of anthropogenic chemicals, particularly pesticides, pharmaceuticals and personal care products, known collectively as CECs, into monitoring and program requirements to better understand the propensity, persistence and effects of CECs in our environment. Recently adopted permits in this region contain requirements for CEC effluent monitoring, including identification of the CECs to be monitored in the effluent, sample type, sampling frequency, and sampling methodology.

1. The City shall monitor a selective list of CECs identified in Attachment C in the SPWRF's effluent discharge and in the groundwater. The reporting limits in Attachment C shall be used for these constituents.

2. The City shall select methods according to the following approach:

   i. Use USEPA drinking water methods, if available;

   ii. Use DDW-recommended methods for CECs, if available;

   iii. If there is no DDW-recommended drinking water method for a chemical, and more than a single USEPA-approved method is available, use the most sensitive USEPA-approved method;

   iv. If there is no USEPA-approved method for a chemical, and more than one method is available from the scientific literature and commercial laboratory, after consultation with DDW, use the most sensitive method; or

   v. If no approved method is available for a specific chemical, the City's laboratory may develop or use its own methods and should provide the analytical methods to DDW or the Regional Board for review and approval. Those methods may be used until DDW-recommended or USEPA-approved methods are available.

vi. In the event that subsections II.F.2.i. or II.F.2.v. are applicable, the City shall inform the Regional Board.

3. CECs identified in Attachment C shall be monitored once within six months from the effective date of this Order (by May 2, 2018) and once every five years thereafter. The Regional Board Executive Officer may add or delete chemicals from Attachment C as new analytical methods become available and may also make revisions to approved analytical methods as needed. A revised CECs list will be made available to the City when changes occur. The City shall request (and submit a justification for) any deviation from the attached list for Executive Officer approval, if a change is required, before collecting samples.

4. Monitoring results shall be reported as part of the annual report. Analysis under this section is for monitoring purposes only as there are currently no standards for these constituents.

III. REPORTING REQUIREMENTS

The City shall submit all reports to the Regional Board by the dates indicated in Section I. All quarterly and annual reports shall clearly list all non-compliance with WDRs, as well as all excursions of effluent limits. All quarterly and annual monitoring reports shall contain a separate section titled "Summary of Non-Compliance", which discusses the compliance records and corrective actions taken or planned that may be needed to bring the discharge into full compliance with WDRs.

A. Quarterly Monitoring Reports

1. These reports shall include, at a minimum, the following information:

   i. The volume of the effluent used for land disposal via percolation.

   ii. The date and time of sampling and analyses on the influent, effluent, and groundwater.

   iii. All analytical results of samples collected during the monitoring period of the influent, effluent, and groundwater.

   iv. Documentation of all QA/QC procedures that were followed during sampling and laboratory analyses.

   v. Records of any operational problems, plant upset and equipment breakdowns or malfunctions, and any discharge(s) used for land disposal via percolation.

   vi. Discussion of compliance, non-compliance, or violation of waste discharge requirements.

   vii. All corrective and/or preventive action(s) taken or planned with schedule of implementation, if any violation occurs.

2. For the purpose of reporting compliance with numerical limitations, analytical data shall be reported using the following reporting protocols:

   i. Sample results greater than or equal to the RDL must be reported "as measured" by the laboratory (i.e., the measured chemical concentration in the sample);

   ii. Sample results less than the RDL, but greater than or equal to the laboratory's method detection limit (MDL), must be reported as "Detected, but Not Quantified" (DNQ). The laboratory must write the estimated chemical concentration of the sample next to DNQ as well as the words "Estimated Concentration" (may be shortened to Est. Conc.); or

   iii. Sample results less than the laboratory's MDL must be reported as "None-Detected" (ND).

3. If the City samples and performs analyses (other than for process/operational control, startup, research, or equipment testing) on any sample more frequently than required in this MRP using approved analytical methods, the results of those analyses shall be included in the report. These results shall be included in the calculation of the average used in demonstrating compliance with average effluent limits, receiving groundwater limits, etc.

4. The Regional Board may request supporting documentation, such as daily logs of operations.

B. Annual Summary Reports

These reports shall include, at a minimum, the following information:

1. Tabular and graphical summaries of the monitoring data (quality of influent, effluent, and groundwater; quantity of influent and effluent to percolation ponds,) obtained during the previous calendar year. A comparison of laboratory results against effluent limits contained in these WDRs and notations of any exceedances of limits or other requirements shall be summarized and submitted at the beginning of the report.

2. Discussion of the compliance record and corrective and/or preventive action(s) taken or planned that may be needed to bring the treated effluent, including the treated effluent used for recycled water, into full compliance with the requirements in the WDRs.

3. An in-depth discussion of the results of the final effluent monitoring and groundwater monitoring conducted during the previous year includes:

   i. Any change of receiving groundwater resulting from effluent discharges at percolation ponds; and

   ii. Any change of groundwater flow pattern resulting from discharge via percolation ponds.

Temporal and spatial trends in the data shall be analyzed, with particular reference to comparisons between stations with respect to distances from the monitoring wells and comparisons to data collected during previous years. Appropriate statistical tests and indices, subject to approval by the Regional Board Executive Officer, shall be calculated and included in the annual report.

4. The description of any changes and anticipated changes including any impacts in operation of any unit processes or facilities shall be provided.

5. A list of the analytical methods employed for each test and associated laboratory QA/QC procedures shall be included. The report shall restate the laboratories used by the City to monitor compliance with the accompanying Order, their status of certification, and provide a summary of analyses.

6. The report shall confirm operator certification and provide a list of current operating personnel, their responsibilities, and their corresponding grade of certification.

7. The report shall also summarize any change of the Operation, Maintenance, and Monitoring Plan (OMM Plan) due to the optimization of the existing SPWRF operation. The summary shall discuss conformance with the SPWRF's OMM Plan for operations, maintenance, and monitoring of the SPWRF, and whether the OMM Plan requires revision for the current facilities.

IV. WATER QUALITY MONITORING REQUIREMENTS

A. Influent Monitoring

1. The City shall monitor influent to the SPWRF at Influent Pump Station located in the main stream of the influent channel prior to the headworks as specified in Table 2 below.

Table 2 – Influent Monitoring

Constituents	Units[1]	Type of Sample	Minimum Frequency of Analysis
Total waste flow	gpd	Recorder	Continuous[2]
$BOD_{5@20^oC}$	mg/L	Grab	Monthly
Total Suspended Solids	mg/L	Grab	Monthly
Chloride	mg/L	24-hour composite	Monthly
Sulfate	mg/L	Grab	Monthly
Boron	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Metals[3]	µg/L	Grab	Quarterly

Table Notes:

[1] gpd: gallons per day

mg/L: milligrams/liter
µg/L: micrograms/liter

[2] The City shall report the daily minimum, maximum, and average values.

[3] Metals include antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc.

B. Effluent Monitoring

1. The City shall monitor its discharge of tertiary-treated effluent at downstream of all treated effluent passing through the effluent sampling station, including the final disinfection process.

2. The following shall constitute the effluent monitoring program, specified in Table 3 below:

Table 3 – Effluent Monitoring

Constituent	Unit[1]	Type of Sample[2]	Minimum Frequency of Analysis
Total Flow	gpd	Recorder	Continuous[3]
UV	mW-s/cm[2]	Recorder	Continuous[3]
Turbidity	NTU	Recorder	Continuous[3][4]
pH	pH units	Grab	Daily
Fecal Coliform	MPN/100mL	Grab	Daily
Total Coliform	MPN/100mL	Grab	Daily
Enterococcus	MPN/100mL	Grab	Weekly
Total Suspended Solids	mg/L	24-hour composite	Monthly
$BOD_{5@20^oC}$	mg/L	24-hour composite	Monthly
Oil and Grease	mg/L	Grab	Monthly
Ammonia Nitrogen	mg/L	Grab	Monthly
Nitrate as Nitrogen	mg/L	Grab	Monthly
Nitrite as Nitrogen	mg/L	Grab	Monthly
Organic as Nitrogen	mg/L	Grab	Monthly
Residual Chlorine	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Sulfate	mg/L	Grab	Monthly
Chloride	mg/L	24-hour composite	Weekly
Boron	mg/L	Grab	Monthly
MBAS[5]	mg/L	24-hour composite	Quarterly
CTAS[6]	mg/L	24-hour composite	Quarterly

Table 3 – Effluent Monitoring			
Constituent	**Unit[1]**	**Type of Sample[2]**	**Minimum Frequency of Analysis**
Total hardness	mg/L	24-hour composite	Quarterly
Total Phosphorus	mg/L	24-hour composite	Quarterly
Constituents listed in Attachments A-1 to A-6	various	Grab/24-hour composite	Quarterly
CECs in Attachment C	various	Grab	Once within 6 Months and every 5 Years thereafter[7]
Remaining Priority Pollutants in Attachment D	µg/L	Grab/24-hour composite	Annually

Table Notes:

[1] NTU: nephelometric turbidity unit
mW-s/cm^2: milli-watts seconds per square centimeter
MPN/100mL: Most Probable Number/100 milliliter
µg/L: micrograms/liter

[2] Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks. When an automatic composite sampler is not used, composite sampling shall be done as follows. If the duration of the discharge is equal to or less than 24 hours but greater than eight (8) hours, at least eight (8) flow-weighted samples shall be obtained during the discharge period and composited. For discharge duration of less than eight (8) hours, individual "grab" sample may be substituted. 24-hour composite is for semi-volatile and volatile chemicals.

[3] The City shall report the daily minimum, maximum, and average values.

[4] In the event the continuous turbidity meter and recorder fail, grab sampling may be substituted for a period of up to 24 hours. The turbidity samples must be taken at intervals of no more than 1.2 hours over a 24-hour period to determine compliance for turbidity.

[5] MBAS: Methylene Blue Active Substances

[6] CTAS: Cobalt Thiocyanate Active Substances

[7] CECs shall be monitored once within six months from the effective date of this Order (by May 2, 2018) and once every five years thereafter.

C. Groundwater Monitoring

1. The City shall monitor the groundwater at and surrounding the SPWRF to assess the water quality impact of the SPWRF's discharges to groundwater.

2. The City shall continue to conduct groundwater monitoring from all existing wells, including MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8, until such time as the City's work plan proposing a modified groundwater monitoring

network, described in Section IV.C.3 below, is approved by the Executive Officer and is implemented by the City.

3. By May 1, 2018, the City shall submit to the Regional Board a work plan proposing a modified groundwater monitoring network for compliance determination with the groundwater limitations. The proposed groundwater monitoring network shall include groundwater monitoring wells upgradient, cross gradient, and downgradient to the percolation pond. In addition to installation of new wells, the City may propose continuing to use some or all of the existing groundwater monitoring wells (MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8). For compliance determination with the groundwater limitation for chloride, the City's proposed modified groundwater monitoring network shall include wells at approximately 150 feet downgradient from the percolation pond. The work plan shall be submitted to the Regional Board for the Executive Officer's review and approval. If the City proposes to use existing wells (such as water supply or irrigation wells) not owned by the City, or proposes to install new wells on property not owned by the City, the City shall include as part of its work plan any access agreements between the City and property owner(s) to use and/or install groundwater wells on non-City-owned property. The City shall implement the work plan, by completing installation of any new wells and commencing monitoring from them, within 60 days after the Executive Officer's approval.

4. The required groundwater monitoring of constituents/parameter with sample type and frequencies is specified in Table 4 below.

Table 4 – Groundwater Monitoring

Constituents	Units	Type of Sample	Minimum Frequency of Analysis[2]
Water level elevation[1]	Feet	Recorder	Monthly
pH	pH units	Grab	Monthly
Total Coliform	MPN/100mL	Grab	Monthly
Fecal Coliform	MPN/100mL	Grab	Monthly
Enterococcus	MPN/100mL	Grab	Monthly
Ammonia nitrogen	mg/L	Grab	Monthly
Nitrate as nitrogen	mg/L	Grab	Monthly
Nitrite as nitrogen	mg/L	Grab	Monthly
Organic Nitrogen	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Sulfate	mg/L	Grab	Monthly
Chloride	mg/L	Grab	Monthly
Boron	mg/L	Grab	Monthly

Table 4 – Groundwater Monitoring			
Constituents	**Units**	**Type of Sample**	**Minimum Frequency of Analysis[2]**
Constituents listed in Attachments A-1 to A-5	Various	Grab	Annually
CECs in Attachment C	µg/L	Grab	Once within 6 Months and every 5 Years thereafter
Remaining Priority Pollutants in Attachment D	µg/L	Grab	Annually

Table Notes:

[1] Annual samples shall be collected during the dry season each year.

[2] Water level elevations must be measured to the nearest 0.01 feet, and referenced to mean sea level.

D. **Monitoring of Effluent Flow to Percolation Ponds**

The City shall record the volume in gallons per day (GPD) of treated wastewater discharged to the three percolation ponds. This information shall be submitted as part of the quarterly monitoring reports.

V. GENERAL MONITORING AND REPORTING REQUIREMENTS

A. The City shall comply with all Standard Provisions (Attachment B) related to monitoring, reporting, and recordkeeping.

B. For every requirement not met, the City shall submit a statement of the actions undertaken or proposed that will bring the treated effluent into full compliance with requirements at the earliest possible time, and submit a timetable for implementation of the corrective measures.

C. Monitoring reports shall be signed by either the principal Executive Officer or ranking elected official. A duly authorized representative of the aforementioned signatories may sign documents if:

1. The authorization is made in writing by the signatory;

2. The authorization specifies the representative as either an individual or position having responsibility for the overall operation of the regulated facility or activity; and

3. The written authorization is submitted to the Regional Board Executive Officer.

D. The monitoring report shall contain the following completed declaration:

"I certify under penalty of law that this document, including all attachments and supplemental information, was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment."

Executed on the ___ day of _____ at _____
_____ Signature
_____ Title

E. The City shall retain records of all monitoring information, including all calibration and maintenance, monitoring instrumentation, and copies of all reports required by this Order, for a period of at least three (3) years from the date of sampling measurement, or report. This period may be extended by request of the Regional Board at any time and shall be extended during the course of any unresolved administrative proceeding or judicial litigation regarding the regulated activity.

F. Records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements;
2. The individual(s) who performed the sampling or measurements;
3. The date(s) analyses were performed;
4. The individual(s) who performed the analysis;
5. The analytical techniques or methods used; and
6. The results of such analyses.

G. The City shall submit to the Regional Board, together with the first monitoring report required by this Order, a list of all chemicals and proprietary additives that could affect the quality of the treated effluent. Any subsequent changes in types and/or quantities shall be reported promptly. An annual summary of the quantities of all chemicals, listed by both trade and chemical names that are used in the treatment process shall be included in the annual report.

VI. WASTE HAULING REPORTING

In the event that waste sludge, septage, or other wastes are hauled offsite, the name and address of the hauler shall be reported, along with types and quantities hauled during the reporting period and the location of final point of disposal. In the event that no wastes are hauled during the reporting period, a statement to that effect shall be submitted in the quarterly monitoring report.

VII. PRETREATMENT REPORTING

The City shall submit annual reports to the Regional Board, with copies to the State Board, and USEPA Region 9, describing the City's pretreatment activities over the period.

A. The annual reports shall identify:

1. All significant industrial users (SIUs) that violated any standards or reporting requirements during that year;

2. The violations committed;

3. The enforcement actions undertaken; and

4. The status of active enforcement actions from previous periods, including closeouts (facilities under previous enforcement actions that attained compliance during the quarter).

B. By March 1 of each year, beginning January 1, 2018, the City shall submit an annual summary report to the Regional Board describing the pretreatment activities within the service area during the previous year. In the event that any control authority within the service area is not in compliance with any conditions or requirements of this Order or their approved pretreatment program (such as due to industrial user discharges, interjurisdictional agency agreement implementation issues, or other causes,) then the City shall also include the reasons for noncompliance and state how and when the City and the control authority shall comply with such conditions and requirements. The report shall contain, but not be limited to, the following information:

1. A summary of analytical results from representative, flow-proportioned, 24-hour composite sampling of the SPWRF's influent and effluent wastewaters for those pollutants that are known or suspected to be discharged by industrial users (IUs) as identified by the pretreatment program.

2. The summary shall include the result of annual full priority pollutant scan, with quarterly samples analyzed only for those pollutants detected in the full scan.

3. The City shall also provide any influent or effluent monitoring data for non-priority pollutants that the City believes may be causing or contributing to Interference, Pass Through or adversely impacting sludge quality.

4. Sampling and analysis shall be performed in accordance with the techniques prescribed in pretreatment program and amendments thereto.

5. A discussion of any upset, interference, or pass-through incidents at the treatment plant (if any), which the City knows or suspects were caused by IUs of the SPWRF system. The discussion shall include the following:

   i. The reasons why the incidents occurred, the corrective actions taken, and, if known, the name and address of the IU(s) responsible.

ii. A review of the applicable pollutant limitations to determine whether any additional limitations, or changes to existing requirements, may be necessary to prevent pass through, interference or noncompliance with sludge disposal requirements, if any.

6. A complete and updated list of the City's significant industrial users (SIUs), including names, Standard Industrial Classification code(s) and addresses, and a list of any SIU deletions and/or additions.

7. The City shall provide a brief explanation for each deletion. The SIU list shall identify the SIUs equivalent to Federal Categorical Standards by specifying which standards are applicable to each SIU. The list shall also indicate which SIUs are subject to local limitations and those that are not subject to local limits.

8. A list or table characterizing the industrial compliance status of each SIU, including:

   i. SIU name and address;

   ii. Industrial category;

   iii. The type (processes) of wastewater treatment in place;

   iv. Number of samples taken by the SPWRF during the year;

   v. Number of samples taken by the SIU during the year;

   vi. Whether all needed certifications (if allowed) were provided by SIUs that have limits for total toxic organics;

   vii. Regional Standards violated during the year, reported separately;

   viii. whether the SIU at any time in the year was in Significant Noncompliance (SNC), equivalent to that defined in 40 C.F.R. section 403.12(f)(2)(vii);

   ix A summary of enforcement actions against the SIU taken during the year, including the type of action, final compliance date, and amount of fines assessed/collected (if any). Proposed actions, if known, should be included; and

   x. Number of inspections conducted at each SIU during the year.

9. A compliance summary table that includes:

   i. SIU's which were in SNC at any time during the year;

   ii. The total number of SIUs that are in SNC with pretreatment, compliance schedules during the year; and

   iii. The total number of notices of violation and administrative orders issued against SIUs during the year:

a. The total number of civil and criminal judicial actions filed against SIUs during the year;

b. The number of SIUs that were published as being in SNC during the year; and

c. The number of IUs from which penalties were collected during the year.

10. A short description of any significant changes in operating the pretreatment program that differ from the previous year including, but not limited to changes concerning:

    i. The program's administrative structure;

    ii. Local industrial discharge limitations;

    iii. Monitoring program or monitoring frequencies;

    iv. Legal authority or enforcement policy;

    v. Funding mechanisms; and

    vi. Resource requirements and/or staffing levels.

11. A summary of the annual pretreatment budget, including the cost of pretreatment program functions and equipment purchases.

12. A summary of public participation activities to involve and inform the public.

13. A description of any changes in sludge disposal methods and a discussion of any concerns not described elsewhere in the report.

14. The cumulative number of industrial users that the City has notified regarding Baseline Monitoring Reports and the cumulative number of industrial user responses.

15. The City shall submit the quarterly compliance status reports and the annual pretreatment report to the Regional Board.

VIII. MONITORING FREQUENCIES

The Regional Board Executive Officer is delegated authority to revise this Monitoring and Reporting Program, including monitoring frequencies and parameters. The City may make a request (with justification) to reduce the monitoring frequency or to modify the list of monitoring constituents. The City shall not make any adjustment until the Executive Officer provides written approval after determining that the request is adequately justified.

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

February 15, 2018

Michael Rock, City Manager
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93061

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CLAIM NO. 7017 1450 0002 1559 0539

WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2018-0022 AND CEASE AND DESIST ORDER NO. R4-2018-0023 FOR SANTA PAULA WATER RECYCLING FACILITY (SPWRF) – CITY OF SANTA PAULA (FILE NO. 06-189, CI NO. 9259, GLOBAL ID WDR100000849)

Dear Mr. Rock:

Our letter of February 5, 2018, transmitted the second revised tentative Waste Discharge Requirements and Cease and Desist Order (WDRs/CDO) for the Santa Paula Water Recycling Facility – the City of Santa Paula.

Pursuant to Division 7 of the California Water Code, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) at a public meeting held on February 8, 2018, reviewed the second revised tentative WDRs/CDO, considered all factors in the case, and adopted WDRs Order No. R4-2018-0022 and CDO No. R4-2018-0023 (copies enclosed) relative to this discharge. The adopted WDRs/CDO will be posted on the Regional Board's website at:

http://www.waterboards.ca.gov/losangeles/board_decisions/adopted_orders/

The City of Santa Paula shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under the WDRs/CDO, including groundwater monitoring data, discharge location data, and searchable Portable Document Format of monitoring reports to the State Water Resources Control Board GeoTracker database under Global ID WDR100000849.

If you have any questions, please contact the Project Manager, Dr. Don Tsai at (213) 620-2264 (Don.Tsai@waterboards.ca.gov), or me at (213) 576-6683 (Eric.Wu@waterboards.ca.gov).

Sincerely,

Eric Wu, Ph.D., P.E.
Chief of Groundwater Permitting Unit

Enclosures:

1. Waste Discharge Requirements Order No. R4-2018-0022
2. Attachments A to E
3. Cease and Desist Order No. R4-2018-0023

cc (via email): Mr. John Ilasin – City of Santa Paula
Mr. Jim Kuykendall – Stantec
Ms. Ashli Desai – Larry Walker Associates
Ms. Stephanie Medina, Heal the Bay
Mr. William C. Stratton, County of Ventura Environmental Health Division
Mr. Jeff Pratt, Ventura County Public Works Agency
Mr. Chris Theisen, Ventura Regional Sanitation District
Mr. Mauricio E. Guardado, United Water Conservation District
Department of Fish and Game, Region 5
Ventura County Waterworks District 16
Mr. Donald Westerdale
Mr. David Lippert
Mr. Norman Bigott
Ms. Kate Neiswender
Ms. Katherine Malzacher
Dr. Edo McGowan
Mr. David W. Rowlands, City of Fillmore

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

320 West 4th Street, Suite 200, Los Angeles, California 90013
(213) 576-6660 • Fax (213) 576-6640
http://www.waterboards.ca.gov/losangeles/

CEASE AND DESIST ORDER NO. R4-2018-0023
FILE NO. 06-189

REQUIRING CITY OF SANTA PAULA TO UNDERTAKE ACTIONS TOWARD COMPLIANCE WITH CHLORIDE REQUIREMENTS IN WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES FROM SANTA PAULA WATER RECYCLING FACILITY

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) finds:

1. The City of Santa Paula (City or Discharger) is the owner of the Santa Paula Water Recycling Facility (SPWRF), a Publicly-Owned Treatment Works (POTW), located at 920 Corporation Street in Santa Paula, California. The SPWRF is operated by American Water and discharges tertiary-treated wastewater to groundwater via three percolation ponds adjacent to the facility.

2. The SPWRF treats wastewater generated within the City and is designed for a flow of 4.2 million gallons per day (MGD). Based on the discharge records between July 2010 and June 2017, the monthly average effluent discharged from the SPWRF ranged between 1.36 and 2.44 MGD, with an average of 1.86 MGD.

3. The wastewater treatment process at the SPWRF consists of preliminary treatment (coarse and fine mechanical screening and grit removal at the Influent Lift Station), flow equalization (two flow equalization tanks), secondary treatment (three aeration tanks with nitrification and denitrification activated sludge), tertiary treatment (six biomembrane reactors, providing further carbonaceous oxidation, nitrification/denitrification and solids removal to meet the limits of the WDRs), and disinfection (UV). Treated and disinfected effluent is discharged to three percolation ponds. The returned activated sludge is treated at two of three aerobic digesters (one aerobic digester is for backup) after being thickened at two thickeners. The solids generated at the aerobic digesters receive final dewatering at the screw dewatering press. Final solids meeting the United States Environmental Protection agency (USEPA) Class B reuse standards are sent to the Ventura County Regional Bio-Solids facility.

4. The SPWRF is able to meet all final effluent limitations in the City's waste discharge requirements (WDRs) except for chloride. This is due to the SPWRF not being designed to remove chloride. Since the SPWRF has no ability to remove chloride, chloride is passed through to the effluent and then groundwater via discharges to the percolation pond. Non-compliance with chloride effluent and groundwater limitations is the most problematic issue with the SPWRF. Table 1 summarizes the chloride concentrations of effluent discharged from the SPWRF.

Table 1 – Annual Average Chloride Concentrations[1] (milligrams/Liter, mg/L) in SPWRF Effluent	
Period	**Effluent of SPWRF**
2010	156
2011	153
2012	149
2013	155
2014	145
2015	134
2016	137
2017 (Jan – Jun)	141
Range[2]	**144.4 ± 8.2**

Table Notes:

[1] All data collected from grab samples.

[2] Data range is based on one standard deviation.

A. The monthly effluent chloride concentration ranged from 125 to 166 mg/L between July 2010 and June 2017, which continuously exceeded the chloride effluent limitation of 110 mg/L. This has led to an escalation of the chloride concentrations in groundwater below and surrounding the three percolation ponds with a range of 121 to 168 mg/L and an average of 140 mg/L since July 2010. The groundwater and effluent data indicate that the chloride discharges from the SPWRF have impacted the receiving groundwater quality in the vicinity of the SPWRF.

B. The elevated chloride concentrations in the effluent were believed to be associated with the approximately 1,250 Self-Regenerating Water Softeners (SRWS) installed in the households of the City. These SRWS generate brine containing elevated chloride concentrations, which are discharged to sewers and delivered to the SPWRF as influent.

C. According to the effluent data collected between October 2015 and June 2017, a total of 2,479 pounds/day (lbs/day) of chloride, based on the effluent flow rate of 2.2 MGD [95 percentile of monthly average effluent flows, resulting from data recorded between October 2015 (beginning of the SRWS Buyback Program) and June 2017] and a chloride effluent concentration of 135 mg/L, were discharged to the groundwater underlying the percolation pond.

5. The Regional Board issued three Notices of Violation (NOVs), described below, to the City for exceedances of the chloride effluent and groundwater limitations in Order No. R4-2007-0028. These NOVs required the City to implement corrective and preventative actions to bring the City's discharge into full compliance with chloride effluent limitations and receiving water requirements specified in Order No. R4-2007-0028, previously adopted by this Regional Board on May 3, 2007.

A. The November 3, 2011 NOV summarized chloride limit exceedances between the second quarter of 2010 and the third quarter of 2011. These violations included 15 exceedances of chloride and one exceedance of total nitrogen, di(2-ethyl)phthalate, and dioxin in effluent; and 1 exceedance of sulfate, 5 exceedances of chromium, 10 exceedances of aluminum, 1 exceedance of nickel and boron and nitrate plus nitrite, and 26 chloride exceedances of groundwater limitations.

B. The December 30, 2014 NOV summarized 36 and 88 chloride exceedances in effluent and groundwater, respectively, between the fourth quarter of 2011 and the third quarter of 2014.

C. The March 20, 2017 NOV summarized 27 and 50 chloride exceedances in effluent and groundwater, respectively, between the fourth quarter of 2011 and the fourth quarter of 2016.

6. The City's efforts to reduce the chloride concentration in the influent to the SPWRF are summarized below:

A. The City identified that the influent to the SPWRF contains brine with elevated chloride concentration from Self-Regenerating Water Softeners (SRWS). There are approximately 1,250 residential SRWS used in the City.

B. On September 5, 2006, the City established Ordinance No. 1160 prohibiting the installation or replacement of residential SRWS.

C. On June 22, 2015, the City adopted Resolution No. 6918 approving a SRWS Buyback and Incentive Program. This program offers a financial incentive to residents to voluntarily remove SRWS. A Kick-Off SRWS Buyback event was held on September 19, 2015. The removal of SRWS under this program began in October 2015. As of September 30, 2017, 255 of the approximately 1,250 SRWS have been removed. Table 2 summarizes the progress of SRWS removal by comparing the monthly average chloride concentration in the effluent compared to the accumulated number of SRWS removed. A reliable decreasing trend for chloride has not been observed in the effluent.

Table 2 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed

Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
April 2015	0	135
May 2015	0	134
June 2015	0	132
July 2015	0	136
August 2015	0	134
September 2015	0	129
October 2015	23	132

Table 2 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed		
Period	**Accumulated Number of SRWS Removed**	**Effluent (mg/L)**
November 2015	46	133
December 2015	58	129
January 2016	74	146
February 2016	83	139
March 2016	96	138
April 2016	106	137
May 2016	115	138
June 2016	122	138
July 2016	125	134
August 2016	135	125
September 2016	158	133
October 2016	166	142
November 2016	196	140
December 2016	200	141
January 2017	220	146
February 2017	228	157
March 2017	233	143
April 2017	236	131
May 2017	243	134
June 2017	244	134
July 2017	247	129
August 2017	254	125
September 2017	255	129
Monthly Range[2]	---	**136.4 ± 7.4**

Table Notes:

[1]. All data collected from grab samples.

[2]. Data range is based on one standard deviation and results from data collected between October 2015 and September 2017.

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7. To address the City's chloride exceedances in the effluent and groundwater, the Regional Board required the City to submit a Chloride Reduction Workplan. Board staff also met

with the City on several occasions to discuss the City's chloride exceedances. A summary of these events are as follows:

A. On December 19, 2013 and May 11, 2015, the Regional Board met with the City to discuss its Chloride Reduction Workplan. The City's Chloride Reduction Workplan includes the following tasks:

   i. Prohibit SRWS installations or replacements;

   ii. Implement a SRWS Buyback Program;

   iii. Implement a Recycled Water Program to reduce effluent discharged to the three percolation ponds; and

   iv. Implement Supplemental Strategies, if needed, including advanced treatment (e.g. reverse osmosis) and disposal of brine.

B. On January 28, 2016, Regional Board staff discussed with the City the necessary actions to reduce the chloride concentration in the effluent, which included the SRWS Buyback Program. The City also proposed to explore application of recycled water at locations other than identified groundwater hot spots and to conduct groundwater impact investigation and remediation activities. The City was notified that detailed schedules and milestones were required for all actions.

C. On March 8, 2016 and September 14, 2016, the City met with Regional Board staff to provide an update of its SRWS Buyback Program efforts. The City noted that five City employees were deployed to conduct door-to-door visits to encourage participation in the SRWS Buyback Program among 7,500 dwellings within the City.

D. On October 31, 2016, the City met with Regional Board staff to provide an update on the following topics:

   i. Status of implementing the chloride compliance strategy and potential for reduction of effluent discharged to the three percolation ponds via the City's Recycled Water Program;

   ii. Assimilative capacities for chloride at different groundwater locations beneath the City based on the Salt and Nutrient Management Plan for the Lower Santa Clara River Basin; and

   iii. Groundwater hot spots (i.e., chloride impaired areas with no assimilative capacity for recycled water applications) in the City.

8. On July 9, 2015, the Regional Board adopted Resolution No. R15-007, an amendment to the Basin Plan that incorporated stakeholder-developed groundwater quality management plan for salts and nutrients in the Lower Santa Clara River groundwater basins. Groundwater quality management measures were developed by stakeholders as part of the Salt and Nutrient Management Plan (SNMP) for the Lower Santa Clara River Basins in Ventura County. Such plans are a requirement of the State Water Resources Control Board's (State Water Board) Recycled Water Policy and are intended to maintain high quality waters and

to protect the beneficial uses of groundwater while promoting recycled water use throughout the state. The SNMP utilized a groundwater quality model that characterized the water quality in the Santa Paula Basin and examined the degree of impairment to water quality in the Basin. The model shows there is available assimilative capacity for salts and nutrients, including chloride, in most areas of the Santa Paula Basin to allow for recycled water projects consistent with the Recycled Water Policy. As described below, the City is planning to recycle effluent that is currently discharged to the percolation pond.

9. The City developed and utilized a simple spreadsheet mixing model, the *Groundwater Chloride Transportation Model* (Chloride Model), to analyze the effect of future effluent discharges on groundwater over time at various distances from the percolation pond. The City's modelling assumed some degradation of groundwater with respect to chloride within a limited range of mixing zone radius below and adjacent to the SPWRF, measured from the boundaries of the percolation pond. This distance is the maximum allowable distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less in order to provide protection to groundwater beneficial uses at the first encountered water supply wells which are at 150 feet away from the percolation ponds. Groundwater within the mixing zone will exceed the chloride GQO of 110 mg/L. Mass-volume balance calculations along with Darcy's Law are used to account for travel in porous media. The Chloride Model simulates instantaneous and complete mixing of ambient groundwater with effluent seepage reaching the water table from the percolation pond using SPWRF data for flow and chloride effluent concentrations. It was conservatively assumed that any effluent discharge to the percolation pond would infiltrate into the underlying aquifer and not be diverted for other uses. Groundwater parameters within the spreadsheet model were selected based on recent monitoring reports in order to be representative of average conditions within the vicinity of the SPWRF. The Chloride Model assumes an initial volume of groundwater underlying the ponds possessing background chloride concentrations of 136 mg/L. The volume of the existing groundwater body is calculated as the product of the radius of interest (150-1200 feet), an assumed saturated thickness of potentially impacted groundwater (50 feet), and the porosity of the underlying sediments (assumed to be 0.2) based on the low end of published literature values for a sand and gravel mixture. Based on the regional groundwater quality data documented in the SNMP, regional groundwater inflow is assumed to have a chloride concentration of 91 mg/L.

   On December 14, 2016, Regional Board staff met with the City to discuss the results of the Chloride Model, which evaluated compliance with the groundwater quality objectives beneath and adjacent to the three percolation ponds, for various discharge scenarios. Based on Regional Board staff's comments, the City implemented additional discharge scenarios in the Chloride Model, which was discussed in meetings held on February 8, 2017, February 17, 2017, July 24, 2017, and August 7, 2017.

10. The Chloride Model simulated chloride concentrations in the receiving groundwater resulting from chloride mass loading reduction in the three percolation ponds. The Model predicted GQOs being achieved at 150 feet away from the percolation pond when the total mass of chloride in the effluent is significantly reduced. The initial mass of chloride is calculated based on the average chloride effluent concentration of 135 mg/L and the discharge rate of 2.2 MGD, which results in 2,479 pounds total mass of chloride discharged per day. The reduction of chloride mass discharged to the percolation pond can be achieved by improving the effluent chloride concentration (e.g., source control or treatment), or diverting a

significant amount of flow for recycled water uses, or a combination of both in order to protect water supply wells AW01, AW02, and AW03, approximately 150, 150, and 300 feet, respectively, away from percolation pond. Water produced from these wells is primarily for agricultural irrigation use.

To achieve the chloride GQO of 110 mg/L in groundwater at least 150 feet away from the percolation pond, the City provided various effluent chloride concentration and allowable flow combinations (Table 3). Based on the hydrology and hydrogeologic condition at the SPWRF percolation ponds area, the higher the concentration of chloride in the effluent, the less volume and mass can be discharged to percolation ponds to comply with the chloride GQO in the Basin Plan. For example, if the chloride concentration in the effluent is 135 mg/L, only 0.07 MGD, which is equivalent to 79 pounds of chloride per day, could be discharged to the percolation pond to achieve the chloride GQO of 110 mg/L at 150 feet away from the percolation pond. If the chloride concentration in the effluent is reduced to 120 mg/L, then more flow (0.2 MGD) can be discharged to the percolation pond and achieve the chloride GQO 150 feet away from the percolation pond.

Table 3 – Groundwater Chloride Transportation Model - Continuous Discharge

Chloride Effluent Concentration	Flow to Percolation Ponds (% of 2.2 MGD)	Allowable Effluent Mass Load to Groundwater (Daily)	Chloride Groundwater Concentration at 150 feet
135 mg/L	0.07 MGD (3.2%)	79 pounds (lbs)	110 mg/L
130 mg/L	0.1 MGD (4.5%)	108 lbs	110 mg/L
125 mg/L	0.13 MGD (5.9%)	135 lbs	110 mg/L
120 mg/L	0.2 MGD (9.1%)	200 lbs	110 mg/L
115 mg/L	0.4 MGD (18.2%)	384 lbs	110 mg/L

11. To achieve compliance with the chloride GQO and to conserve potable water, the City plans to reduce the volume of effluent, and thus a reduction of the chloride mass discharged to the percolation pond by providing recycled water for various local uses. The Regional Board has evaluated the planned recycle projects and has determined that they will be consistent with the State Water Board's Recycled Water Policy and will still preserve available assimilative capacity within the Santa Paula Basin consistent with the SNMP. The mass-based effluent limitation for chloride in the City WDRs reflects the City's chosen compliance option. The groundwater limitations are based on the GQOs in the Basin Plan.

12. On December 22, 2015, the City submitted the Recycled Water Program Technical Report and Notice of Intent with the Title 22 Engineering Report to the State Water Board's Division of Drinking Water (DDW) for approval. DDW conditionally approved the Title 22 Engineering Report on August 19, 2016. On June 14, 2017, the Regional Board enrolled the City's recycled water program under separate Water Reclamation Requirements for Recycled Water Use Order WQ 2016-0068-DDW, issued by the State Water Board on June 7, 2016.

13. In the City's report, *Chloride Load Reduction Milestones*, submitted to the Regional Board on March 14, 2017, the City included the construction of reverse osmosis treatment at the

SPWRF as an option (under Supplemental Strategies), if needed, in order to comply with the chloride groundwater quality objective of 110 mg/L. The City will continue its source control efforts to remove SRWSs and will first focus on recycling most of its effluent in order to bring the groundwater back into compliance with GQOs. Progress with these efforts will be assessed at Year 2022 and determination will be made as to whether advanced treatment will be required to meet the chloride GQO at Year 2027. If advanced treatment is required, effluent limits will be applied in a way to ensure protection of all beneficial uses, including salt-sensitive crops.

14. Due to the following reasons, the City cannot immediately comply with the chloride effluent and groundwater limitations prescribed in the City's WDRs, Order No. R4-2018-0022: (1) elevated chloride concentrations in the influent, (2) the wastewater treatment process not currently designed to remove chloride out of the waste stream, and (3) time needed to construct recycled water pipelines to deliver recycled water to users. In addition, the current progress of the City's SRWS Buyback Program does not reliably ensure that the SPWRF will comply with the chloride effluent and groundwater limitations. Therefore, the Regional Board has determined that issuance of this Cease and Desist Order (CDO) is appropriate and necessary to put the City on the path towards compliance with the effluent and groundwater limitations for chloride set forth in the City's WDRs. This CDO requires the City to comply with interim chloride effluent and groundwater limitations and implement actions pursuant to a prescribed time schedule.

    By the end of the CDO schedule, there will be permitted degradation of groundwater with respect to chloride within a limited mixing zone radius downgradient and adjacent to the SPWRF percolation ponds, measured from the boundaries of the percolation pond to 150 feet. This distance is the shortest distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less. Groundwater within the 150-foot mixing zone will exceed the chloride GQO of 110 mg/L. Based on the available data, there are no water supply wells within the 150-foot mixing zone. The City can arrange for alternative water supplies for any well owners in the mixing zone, if any are discovered.

15. California Water Code (CWC) section 13301 provides in pertinent part "When a regional board finds that a discharge of waste is taking place, or threatening to take place, in violation of requirements or discharge prohibitions prescribed by the regional board or the state board, the board may issue an order to cease and desist and direct that those persons not complying with the requirements or discharge prohibitions (a) comply forthwith, (b) comply in accordance with a time schedule set by the board, or (c) in the event of a threatened violation, take appropriate remedial or preventive action...Cease and desist orders may be issued directly by a board, after notice and hearing."

16. As a result of the historical monitoring data and other activities described in this CDO, the Regional Board finds that a discharge of waste is taking place or threatening to take place in violation of requirements or discharge prohibitions prescribed by the Regional Board in the City's WDRs, Order No. R4-2018-0022. This CDO requires the City to take appropriate remedial action and to comply in accordance with the time schedule set forth below. The compliance schedules provide the City sufficient time to achieve compliance with the chloride requirements in its WDRs.

17. This Order includes interim effluent and groundwater limitations, identified below, and actions and milestones proposed by the City leading to compliance with the effluent and groundwater limitations for chloride. The interim effluent and groundwater limitations are based on gradual reductions in chloride mass loading. The established compliance schedule is as short as possible, taking into account the technological, operation, and economic factors that affect the design, development, and implementation of the remedial actions that are necessary to comply with the effluent and groundwater limitations.

18. A CDO is appropriate in these circumstances to allow time for the City to implement recycled water projects and continue its SRWS Buyback Program to bring the SPWRF into compliance with the effluent and groundwater limitations. The temporary exceedances allowed by this CDO are in the public interest given the significant environmental benefits associated with reducing chloride loading to groundwater to promptly achieve compliance with the effluent and groundwater limitations, and to allow for recycled water use throughout the City of Santa Paula, especially in light of California's historic drought and predictions for future climatological effects from climate change.

19. CWC section 13267 provides in pertinent part:

    (a) A regional board, in establishing or reviewing any water quality control plan or waste discharge requirements, or in connection with any action relating to any plan or requirement or authorized by this division, may investigate the quality of any waters of the state within its region.

    (b)(1) In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region . . . shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.

20. The technical and/or monitoring reports required by this CDO are necessary to assure compliance with the WDRs Order No. R4-2018-0022 and this CDO. The City operates the SPWRF that produces and discharges the waste subject to WDRs. The actions and reports required by this CDO are directly related to the City's compliance with these requirements and do not require expense that is not already required pursuant to the WDRs. This CDO provides time for the City to comply and to spread costs over several years. The burden of these actions and reports bears a reasonable relationship to the need for the actions and reports.

21. This CDO concerns an existing facility and does not significantly alter the status with respect to the SPWRF. The issuance of this Order is an enforcement action by a regulatory agency and is being taken for the protection of the environment. Therefore, issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21100, et seq.) in accordance with sections 15061(b)(3), 15301, 15306, 15307, 15308, and 15321(a)(2) of Title 14 of the California Code of Regulations.

22. The Regional Board has notified the City and interested agencies and persons of its intent to issue this CDO concerning compliance with the WDRs. The Regional Board accepted written comments, and heard and considered all comments and evidence pertaining to this matter in a public hearing.

23. Any person aggrieved by this action of the Regional Board may petition the State Water Board to review the action in accordance with California Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must *receive* the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

THEREFORE, IT IS HEREBY ORDERED that, pursuant to California Water Code sections 13301 and 13267, the City of Santa Paula, as owner of the SPWRF, shall comply with the following measures to ensure compliance with Order No. R4-2018-0022:

1. Cease and desist discharging chloride in violation or threatened violation of Order No. R4-2018-0022. No term or condition of Order No. R4-2018-0022 is superseded or stayed by this CDO.

2. The discharge of treated wastewater from the SPWRF shall not cause the exceedance of the following groundwater limitations in Table 4 below. Comply immediately with the interim effluent and groundwater limitations for chloride prescribed in Table 4, below, and in accordance with the following schedule.

Table 4 – Interim Chloride Limitations

Effluent Limitation (Monthly Average)	Mass Reduction	Groundwater Limitation (Monthly Average)	Deadline
2,479 lbs/day[1]	0%	136 mg/L[2]	February 8, 2018
2,231 lbs/day[1]	10%	136 mg/L[2]	February 8, 2020
1,983 lbs/day[1]	20%	136 mg/L[2]	February 8, 2021
1,240 lbs/day[1]	50%	131 mg/L[1]	February 8, 2023
744 lbs/day[1]	70%	129 mg/L[1]	February 8, 2025
124 lbs/day[1]	95%	114 mg/L[1]	February 8, 2027

Footnote:

[1] Based on the City's *Chloride Load Reduction Milestones* dated August 8, 2017.

[2] Based on the 95th percentile of chloride effluent concentrations during the implementation of the SRWS Buyback Program from October 2015 to September 2017.

3. Comply with the following remedial actions and milestones according to the time schedule below:

   A. By **May 1, 2018**, the City shall submit a technical report evaluating the long-term effectiveness of the SRWS Buyback Program for the reduction of chloride concentration in the SPWRF's effluent and the groundwater.

   B. By **August 1, 2018**, the City shall submit a *Groundwater Chloride Investigation and Well Protection Workplan* (with schedules and milestones) for the Executive Officer's review and approval. The City shall implement this Workplan within 120 days from the Executive Officer's approval. The Workplan shall:

      i. Identify the names/numbers and locations of the groundwater monitoring wells to determine site-specific groundwater flow direction and gradient for the purposes of adequately assessing any impacts of chloride discharges to the quality of the receiving groundwater;

      ii. Identify all water supply wells that may be influenced by the discharge of chloride from the SPWRF, the well structures, ownership and associated groundwater quality; and

      iii. Include an approach to ensure that groundwater quality influenced by the discharge of chloride from the SPWRF and delivered from agricultural water supply wells to irrigate salt-sensitive crops be no higher than 117 mg/L. Alternatively, the City may voluntarily provide alternative water supplies to private well owners to irrigate salt-sensitive crops, upon request by the well owners.

   C. By **February 1, 2019**, the City shall submit the infrastructure design for recycled water delivery from the SPWRF, including all layouts of recycled water use pipelines and pump stations.

   D. By **August 1, 2020**, the City shall complete all necessary regulatory requirements, including compliance with the California Environmental Quality Act (CEQA), and obtain all necessary permits for construction and/or installation of pipelines.

   E. By **May 1, 2022**, the City shall complete infrastructure construction and/or installation of recycling pipelines for recycled water delivery and uses.

   F. By **August 1, 2022**, if the City's recycled water efforts are not on track to meet the 50% mass reduction requirement in accordance with Table 4, above, the City shall develop an alternative approach, or combination of approaches, for effluent chloride reduction. A stakeholder working group should be assembled as alternatives are discussed and recommended. Stakeholders should include neighboring property owners, local water agencies, and agricultural growers of salt-sensitive crops. Alternatives that can be considered include, but are not limited to, treatment or partial treatment of chloride in the effluent, wellhead treatment, a proposed Basin Plan amendment for Regional Board consideration (e.g., averaging period and/or a site-specific chloride GQO) that would protect beneficial uses, and other combinations of approaches to remediate the local groundwater and protect beneficial uses.

G. If the City has not achieved the required 50% mass reduction in accordance with Table 4, above, the City shall submit an *Alternative Effluent Chloride Mitigation Workplan* to the Regional Board by **March 15, 2023** for Executive Officer review and approval. The Workplan shall identify the City's alternative approach, or combination of approaches, for effluent chloride reduction and shall include proposed interim milestones and deadlines. If the City's alternative approach includes a proposed Basin Plan amendment for Regional Board consideration that would protect beneficial uses, the City shall include supporting scientific and technical information and analysis demonstrating that beneficial uses would be protected, as well as documentation that such a proposal was discussed in detail by the stakeholder working group. The City shall present the alternative approach(es) identified in its *Alternative Effluent Chloride Mitigation Workplan* to the Regional Board as an information item at a regularly scheduled Board meeting by **May 15, 2023**. The City shall implement its *Alternative Effluent Chloride Mitigation Workplan* within 60 days of the Executive Officer's approval.

H. As soon as possible, but no later than **February 8, 2028**, the City shall achieve full compliance with the effluent and groundwater limitations for chloride prescribed in Order No. R4-2018-0022.

I. After each date listed in subsection A. through F. above, the City shall provide a verbal report at the next regularly scheduled Board meeting pertaining to the compliance, or lack thereof, with the requirement.

J. Subsections F. and G., above, do not limit the City's ability to propose a Basin Plan amendment for Regional Board consideration prior to March 15, 2023. At any time during the term of this CDO, the City may propose a Basin Plan amendment that the Regional Board will consider, including an averaging period and/or a site-specific chloride GQO that protects beneficial uses. As with subsection G., the City shall include supporting scientific and technical information and analysis demonstrating that beneficial uses would be protected, as well as documentation that such a proposal was discussed in detail by a stakeholder working group.

4. Submit quarterly progress reports on the status of the City's compliance with the effluent and groundwater limitations for chloride in Order No. R4-2018-0022 and this CDO.

A. Each quarterly progress report shall include, but is not limited to:

i. ***Continuous SRWS Buyback Program Assessment*** – The City shall report its progress on the SRWS Buyback Program and evaluate whether the Program is resulting in chloride reductions in the effluent and groundwater.

ii. ***Groundwater and Well Protection Program*** – The City shall report its progress on implementing the *Groundwater Chloride Investigation and Well Protection Workplan*, including the actions taken to protect water supply wells influenced by the discharge of chloride from the SPWRF.

iii. ***Alternative Effluent Chloride Mitigation Implementation*** – The City shall provide the progress of implementing the alternative effluent chloride mitigation workplan and evaluate the compliance with the schedule and milestones set forth in the CDO and WDRs.

B. Quarterly progress reports shall be *received* by the Regional Board by the 30th day of the month following the end of each quarterly monitoring period according to Table 5, below. The first report is due by April 30, 2018.

Table 5 – Reporting Period and Due		
Quarterly Report	**Reporting Period**	**Report Due***
First Quarter	January - March	April 30
Second Quarter	April - June	July 30
Third Quarter	July - September	October 30
Fourth Quarter	October - December	January 30
Annual	January - December	April 30

*If a deadline falls on a Saturday, Sunday, or State holiday, the report must be received by the next business day.

5. Any person signing a document submitted under this CDO shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

6. In accordance with California Business and Professions Code sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. All technical reports specified herein that contain work plans for, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professional(s), even if not explicitly stated. Each technical report submitted by the City shall contain the professional's signature and/or stamp of the seal.

7. The City shall submit all reports required under this CDO, including groundwater monitoring data in Electronic Data Format, well and discharge location data, and searchable Portable Document Format (PDF) of reports and correspondence, to the State Water Board's GeoTracker database under Global ID WDRs 100000849.

8. If the City fails to comply with any provision of this CDO, the Regional Board may take any further action authorized by law. The Executive Officer, or his/her delegee, may take appropriate administrative enforcement action pursuant, but not limited to, California Water Code sections 13268 and/or 13350. The Regional Board may also refer any violations to the Attorney General for judicial enforcement, including injunction and civil monetary remedies.

9. This CDO may be reopened at the Regional Board's discretion to consider limits or other requirements for the SPWRF and may specifically be reopened to make revisions consistent with the City's efforts to reduce chloride discharge from the SPWRF.

10. This Order becomes effective immediately upon issuance.

I, Samuel Unger, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, February 8, 2018.

Samuel Unger

Samuel Unger, P.E.
Executive Officer

EXHIBIT B
SCOPE OF SERVICES

The Scope of Services[1] for this Agreement by VRSD include those listed below for operations, maintenance. repair, and replacement of facilities and equipment related to the City's WRF. Unless more specifically set forth in the Agreement, VRSD shall provide all labor, materials, and supplies as described in more detail below:

A. WRF Operations Management

1. PERSONNEL MANAGEMENT

a. VRSD shall operate, maintain, and monitor the WRF such that the WRF is staffed or monitored seven days per week, 24 hours per day. At a minimum, the WRF shall be staffed by qualified personnel between the hours of 7:00 AM and 4:00 PM every day of the year during the term of the Agreement.

b. VRSD shall guarantee and provide certified operations staff, as required by federal, state, and local laws, that include at a minimum:

i. One (1) Grade IV Operator as Chief Plant Operator.

ii. One (1) Grade III Operator as Operator-in-Charge at all times the plant is operating.

iii. Two (2) Grade II or I Operators.

iv. Part-Time Mechanic to be available on an "On call or as needed" basis.

c. VRSD is authorized to lead and direct all crews assigned to the operation and maintenance of the WRF, as defined in Scope of Services, regardless of whether the crews are composed of VRSD employees, City employees, subcontractors, or City-retained consultants, engineers, or VRSDs.

d. VRSD shall be responsible for training of personnel to maintain their certification and improve their knowledge.

e. VRSD shall implement the Site-Specific Safety Plan, which is incorporated herein by referenced, and adhere to all OSHA requirements for all personnel employed or managed by OPERATOR who are involved with the WRF.

[1] See also Agreement, Article 1, section f. "Services" and Article 3: Scope of Services

2. ONGOING OPERATION, MAINTENANCE AND EMERGENCY REPAIR

a. VRSD shall comply with the CITY's existing WRF Operations and Maintenance (O&M) Manual and Standard Operating Procedures (SOPs), both the O&M Manual and SOPs are incorporated herein by reference, and may make appropriate changes, modifications, and edits to the O&M and SOPs to facilitate WRF compliance with Applicable Laws, Plans, Policies, and Regulations. VRSD agrees to make the O&M and SOPs visible and readily available for review at the Operations Building.

b. VRSD shall maintain in good condition any CITY operating equipment, buildings, materials, supplies, documents, manuals, specification copies used by the VRSD and shall duly account to the CITY as a fiduciary thereof for those possessions until the time the CITY assumes the responsibilities relating to the respective function for which the property was utilized by VRSD.

c. VRSD shall diligently respond to all service calls for outages, stoppages, overflows, breaks, or emergencies, if any, regarding wastewater treatment, and in no event later than one (1) hour after being notified of such incidents by the CITY.

d. VRSD will add or replace necessary chemicals to maintain acceptable quality levels necessary for operation of the WRF in accordance with Applicable Laws, Plans, Policies, and Regulations.

e. VRSD shall remove and dispose of trash and debris within the WRF site, including parking areas, percolation ponds and banks, and perimeter fencing.

f. VRSD shall manage maintenance repairs for the CITY's WRF, through ongoing evaluation and documentation of WRF operations.

g. VRSD shall maintain an adequate supply of spare parts to ensure continuous operation of the WRF at full capacity. VRSD shall prepare and maintain a list of required spares for CITY purchase. VRSD requests for repairs and replacements to the WRF must be submitted to the CITY with the proper documentation prior to performing the work, unless emergency conditions arise and action must be taken to prevent damage, injury, or system overflows or regulatory noncompliance. Any repairs and replacements determined by VRSD shall be approved by the CITY in accordance with CITY purchasing guidelines.

h. VRSD may either purchase materials and services necessary to perform the Scope of Services through the CITY's purchasing system and in accordance with City Purchasing Policy, which are incorporated herein by reference, or purchase materials and services necessary for urgent or emergency repairs directly and submit detailed receipts for reimbursement by the City.

i. VRSD shall have no responsibility or obligation for Capital Improvement Project expenditures, or making any capital improvements to the City's WRF unless authorized to do so in accordance with Section 6.4 of the Agreement.

j. VRSD shall complete and submit an overall WRF Condition Evaluation of the WRF assets within 120 days of Agreement effective date subject to the terms and conditions set forth in Section 6.2.

k. VRSD will cooperate with the CITY in enforcing all equipment warranties and guarantees, and administer and comply with all equipment warranty and guarantee requirements.

3. EMERGENCIES

a. In the event of an Emergency the VRSD shall immediately be prepared to implement the existing Emergency Response Plan, which is incorporated herein by reference. Emergencies within VRSD's capabilities should be resolved in a timely manner.

b. In any Emergency affecting the safety of persons or property, VRSD may act without written approvals from the City, at VRSD's discretion, to prevent threatened damage, injury, or loss of life.

c. If the CITY unreasonably refuses to approve or delays in giving its approval for the Emergency work as determined by VRSD, failure to perform any such Emergency work by VRSD shall not impose any liability for errors or omissions or Damages upon VRSD.

4. OVERFLOWS AND SPILLS

VRSD must use its best reasonable efforts to prevent WRF overflows utilizing the existing Overflow and Spill Contingency Plan that address spills, overflows, upsets, and WRF system or equipment failures. In the event VRSD discovers that overfall has left the WRF site, VRSD must immediately notify the CITY and prepare all required reports to the Regional Water Quality Control Board, Office of Emergency Services, and all other agencies to which reports are required to be made.

5. BIOSOLID MANAGEMENT

a. VRSD shall assure that all produced biosolids from the WRF are scheduled to be removed from the premises as required to minimize odors while maintaining cost

efficiency. VRSD shall provide copy of biosolids report to the CITY. Biosolids disposal for the WRF is currently provided under contract to Synagro, a composting facility in Kern County.

b. VRSD shall assist the CITY in maintaining all governmental approvals required for the disposal or beneficial use of sewage sludge.

6. ODOR CONTROL

VRSD shall actively pursue WRF management operations that reduce the generation of odors. VRSD shall perform ongoing maintenance and repairs that minimize the generation of odors.

7. HAZARDOUS WASTE

Any Hazardous Waste or Hazardous Materials generated by the WRF in any of its activities will be disposed of by VRSD, accordance with applicable federal and state laws.

8. ACCESS

a. VRSD will ensure that WRF is locked, alarm is set & properly working, and all gates are secured. VRSD will ensure alarms are tested monthly.

b. VRSD will make access to the WRF available to CITY staff at all times, provide CITY staff with access codes and keys to facilities, and provide updated codes and keys to CITY staff within four (4) hours of making any changes.

9. LABORATORY MONITORING, REPORTING & COMPLIANCE

a. VRSD will arrange for sample collection and analysis of any parameters required for process monitoring or regulatory compliance that cannot be tested at the WRF laboratory. Currently only water quality parameters from the WDRs that can be tested at the facility are pH and dissolved oxygen.

b. VRSD will provide calibration and verification of accuracy of any in-house analytic monitoring equipment in accordance with EPA, State, and Laboratory QA/QC Program.

c. VRSD shall comply with all permitting and monitoring requirements of the Ventura County Air Pollution Control District (APCD).

10. FINANCIAL ACTIVITIES AND RECORDS

a. The VRSD shall retain, and furnish if the CITY requests, all books, records, documents, data, and other material relevant to all matters covered, directly or

indirectly, by this Agreement for a period of six (6) years after the expiration of this Agreement. The VRSD shall at all reasonable times during any Term and during said 6-year period, and as often as the CITY may deem necessary in its sole discretion, make available for examination, and permit the CITY or its designated authorized representative to audit and inspect all books, records, documents, data, and other material.

b. VRSD shall utilize computer and software systems that are compatible with CITY systems, such as Windows 7 or better and latest versions of Microsoft Office unless otherwise approved by the CITY. For example, the CITY utilizes the ESRI program and is contracted with the County of GIS.

c. VRSD shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the WRF. Such records will become property of the CITY and shall include, but not be limited to reports related to the WDRs.

d. VRSD will provide updates for record keeping and documentation of record drawings associated with the WRF, and repairs, maintenance, and construction.

11. REPORTING

a. VRSD shall prepare and submit monthly and annual regulatory reports in accordance with the current Waste Discharge Requirements ("WDR") and Monitoring and Reporting Plan ("MRP"). Such reports shall meet all reporting and monitoring requirements of Los Angeles Regional Water Quality Control Board and such reports will be uploaded to the SWRCB "Geotracker" database.

b. VRSD shall be responsible for all permit requirements from Ventura County Air Pollution Control District, including all monitoring and reporting requirements under that permit.

c. VRSD shall daily record (and maintain log at the WRF), and prepare and submit Monthly Reports to the CITY detailing plant operations and maintenance activities including:

   i. All repairs and preventative maintenance activities.
   ii. Odor complaints.
   iii. Call-outs.
   iv. Plant effluent water quality constituents for the month trended for the preceding twelve months.
   v. Any constituents of regulatory concern.
   vi. Plant disinfection effectiveness.
   vii. Monthly discharge schedules.
   viii. Monthly power consumption and cost trended for a twelve-month period.

ix. Sludge processing production.
x. Tour and visitor summary.
xi. Staffing details.
xii. Membrane operational parameters.
xiii. Facility maintenance summary.
xiv. Work orders issued, completed, and remaining open summary.
xv. Equipment out of service report.
xvi. Safety and security report.
xvii. Status of capital improvements, maintenance, and repairs performed or coordinated.

d. Parties acknowledge and agree that ultimate legal responsibility and any legal liability for reporting noncompliance shall remain with the City.

Exhibit C

WRF Design Parameters

Average Flow	3.4 MGD
Peak Daily Flow	7.2 MGD
Influent COD	736 mg/L
COD Loading at Annual Dry Weather Flow	20,870 mg/L
Influent Oil & Grease	15 mg/L
Annual Average Influent TSS	210 mg/L
TSS Loading at Annual Dry Weather Flow	5,955 lbs/day
Influent BOD	321 mg/L
BOD Loading at Annual Dry Weather Flow	9,102 lbs/day

EXHIBIT D

VENTURA REGIONAL SANITATION DISTRICT
HOURLY RATES
JULY 1, 2020 THROUGH JUNE 30, 2021

			FY 2020		FY 2021	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$86	$129	$84	$126
CA	207	Administrative Assistant	$86	$129	$84	$126
CA	601	Fiscal Assistant	$88	$132	$86	$129
CA	605	Senior Fiscal Assistant	$88	$132	$86	$129
CA	208	Executive Assistant/Clerk of the Board	$104	$156	$103	$155
CA	103	Management Analyst	$119	NA	$114	NA
CA	109	Senior Management Analyst	$119	NA	$114	NA
CA	112	Safety Officer	$119	NA	$121	NA
CA	607	Accountant	$119	NA	$114	NA
CA	608	Senior Accountant	$119	NA	$114	NA
CA	111	Human Resources Manager	$132	NA	$131	NA
CA	502	Director of Finance	$175	NA	$175	NA
CA	501	General Manager	$194	NA	$197	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$86	$129	$84	$126
WWW	207	Administrative Assistant	$86	$129	$84	$126
WWW	909	W/WW Helper	$69	$103	$66	$103
WWW	908	W/WW Worker	$92	$138	$90	$135
WWW	911	Electrical/Mechanical Worker	$105	$158	$104	$156
WWW	916	W/WW Operator in Training	$105	$158	$104	$156
WWW	905	W/WW Treatment Operator I	$105	$158	$104	$156
WWW	906	W/WW Treatment Operator II	$105	$158	$104	$156
WWW	910	W/WW Treatment Operator III	$105	$158	$104	$156
WWW	913	W/WW Treatment Operator IV	$105	$158	$104	$156
WWW	914	W/WW Treatment Operator V	$105	$158	$104	$156
WWW	450	Environmental Resource Analyst	$112	$168	$110	$165
WWW	901	Instrumentation Technician	$106	$159	$107	$161
WWW	915	Electrical & Instrumentation Control Supervisor	$130	NA	$131	NA
WWW	720	W/WW Operations Supervisor	$130	NA	$131	NA
WWW	723	W/WW Operations Superintendent	$162	NA	$141	NA
WWW	950	Operations Manager	$173	NA	$172	NA
SW	820	Solid Waste Equipment Operator	$105	$158	$104	$156
SW	314	Engineering Technician	$106	$159	$107	$161
SW	320	Engineer	$130	NA	$131	NA
SW	315	Senior Engineer	$130	NA	$131	NA
SW	319	Senior Engineering Technician	$130	$195	$131	$197
SW	506	Director of Operations	$175	NA	$175	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services: 15%

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2020 THROUGH JUNE 30, 2021

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Air Compressor				$150		
Airless Sprayer Epic 660E				$52.50		
Bulldog Nozzle		$37.50				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$30		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$75		
Compressor, Air				$150		
Computer, Laptop				$75		
Concrete Mixer				$75		
Confined Space Tripod/Harness System w/air blower				$75		
Debris Catcher				$37.50		
Digital Manometer		$1.50				
Epoxy Injection Machine				$465		
Fleet Vehicle Use (mileage)	$1.50					
Fuel Filtering System				$82.50		
Gas Analyzer (GEM)						$342
Gas Scope (meter)		$30				
Generator - 2kw				$37.50		
Generator - 5kw				$37.50		
Generator - 70kw				$150		
Grunfos Control Box		$22.50				
Laptop computer				$75		
Laser Alignment Equipment				$112.50		
Lateral Camera (use = each lateral)		$150				
Load Bank				$67.50		
Locator (or metal detector)				$37.50		
Manhole Rehab Equipment = $97.50/vertical foot		$97.50/vft				
Metal Detector (Locator)				$37.50		
Meter - Electrical Conductivity		$7.50				
Meter - QED Flow Cell Meter		$30				
Mule (ATV)						$420
Oil System				$60		
Peristolic Pump		$30				
pH, Field Tests		$7.50				
Polymixer						$195
Portable Hydrorodder				$562.50		
Portable Welder				$30		
Pressure Washer			$7.50	$60		
Pressure Washer - High Pressure/Hot Water				$82.50		

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2020 THROUGH JUNE 30, 2021

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$82.50		
Pump - 3" Pump				$60		
Pump - 4" Godwin				$150	$840	$3,375
Pump - 4" Trailer-Mounted Pump				$90	$504	$2,025
Pump - Dewatering Pump (Potable)				$75	$225	$600
Pump - Diaphragm Pump				$150	$840	$3,375
Pump - King Pump				$150	$840	$3,375
Pump - Trash Pump, 6"				$150	$840	$3,375
Pumper Trailer				$75		
Push Camera				$112.50		
Root Saw or Chain Scraper				$37.50		
Sampler - Automatic (ISCO)		$45				
Sandblaster				$67.50		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$45-$195		
Sprayer, Airless and Manhole				$150		
Sprayer, Extreme Airless				$375		
Test Bench, Water (Ford)						$375
Traffic Control Items (cones/signs)				$45		
Vactor with Chase Truck (for traffic control) *			$112.50	$866.25		
Vactor without Chase Truck *			$93	$825.00		
Vacuum Truck *				$472.50		
Vehicle - MULE (all terrain vehicle)						$420
Vehicle - Standby Truck w/crane, pump, & tank		$37.50				
Vehicle or Forklift				$37.50		
Vehicle #2148 (Assigned to TWSD)						$815
Vehicle #2149 (Assigned to TWSD)						$1,550
Vehicle #2131 (Assigned to TWSD)						$620
Video Inspection Vehicle (TV Van) *				$472.50		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$90		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$22.50				
Consumables				$4.50		
Float Switch		$79.50				
Float Weight		$15				

EXHIBIT E

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES
JULY 1, 2021 THROUGH JUNE 30, 2022

			FY 2021		OPTION A FY 2022		OPTION B FY 2022	
CENTRAL ADMINISTRATION								
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$84	$126	$85	$128	$85	$128
CA	207	Administrative Assistant	$84	$126	NA	NA	NA	NA
CA	209	Office Assistant	NA	NA	NA	NA	NA	NA
CA	601	Fiscal Assistant	$86	$129	$82	$123	$82	$123
CA	605	Senior Fiscal Assistant	$86	$129	$82	$123	$82	$123
CA	208	Executive Assistant/Clerk of the Board	$103	$155	$107	$161	$107	$161
CA	103	Management Analyst	$114	NA	NA	NA	NA	NA
CA	109	Senior Management Analyst	$114	NA	NA	NA	NA	NA
CA	112	Safety Officer	$121	NA	$135	NA	$135	NA
CA	607	Accountant	$114	NA	$130	NA	$130	NA
CA	608	Senior Accountant	$114	NA	$130	NA	$130	NA
CA	111	Human Resources Manager	$131	NA	$147	NA	$147	NA
CA	502	Director of Finance	$175	NA	$209	NA	$209	NA
CA	501	General Manager	$197	NA	$234	NA	$234	NA
OPERATIONS								
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$78	$117	$85	$128
WWW	207	Administrative Assistant	$84	$126	$78	$117	$85	$128
WWW	909	W/WW Helper	$66	$103	$76	$114	$83	$125
WWW	908	W/WW Worker	$90	$135	$96	$144	$102	$153
WWW	911	Electrical/Mechanical Worker	$104	$156	$108	$162	$114	$171
WWW	916	W/WW Operator in Training	$104	$156	$108	$162	$114	$171
WWW	905	W/WW Treatment Operator I	$104	$156	$108	$162	$114	$171
WWW	906	W/WW Treatment Operator II	$104	$156	$108	$162	$114	$171
WWW	910	W/WW Treatment Operator III	$104	$156	$108	$162	$114	$171
WWW	913	W/WW Treatment Operator IV	$104	$156	$108	$162	$114	$171
WWW	914	W/WW Treatment Operator V	$104	$156	$108	$162	$114	$171
WWW	450	Environmental Resource Analyst	$110	$165	$124	$186	$131	$197
WWW	901	Instrumentation Technician	$107	$161	$129	$194	$135	$203
WWW	915	Electrical & Instrumentation Control Supervisor	$131	NA	$129	NA	$135	NA
WWW	720	W/WW Operations Supervisor	$131	NA	$137	NA	$144	NA
WWW	723	W/WW Operations Superintendent	$141	NA	$158	NA	$165	NA
WWW	950	Operations Manager	$172	NA	$158	NA	$165	NA
SW	820	Solid Waste Equipment Operator	$104	$156	$108	$162	$114	$171
SW	314	Engineering Technician	$107	$161	$129	$194	$135	$203
SW	320	Engineer	$131	NA	$137	NA	$144	NA
SW	315	Senior Engineer	$131	NA	$137	NA	$144	NA
SW	319	Senior Engineering Technician	$131	$197	$137	$206	$144	$216
SW	506	Director of Operations	$175	NA	$161	NA	$167	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services: 15%

AMENDMENT NO. 1 TO VRSD CONTRACT NO. 21-004
AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN THE
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

This Amendment ("Amendment") to the Agreement for Wastewater Facility Operation, Management & Maintenance Agreement is made and entered into this 18th day of May, 2022 by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City") and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq* ("VRSD"). Together, VRSD and City are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

RECITALS

A. City and VRSD entered into a Wastewater Facility Operation, Management & Maintenance Agreement dated April 15, 2021 ("Agreement"), whereby VRSD agreed to manage, operate, and maintain the City's Water Recycling Facility;

B. City and VRSD have determined that this Amendment helps VRSD to continue offering cost-effective, essential, public services to public agency wastewater clients; and

C. City and VRSD now desire to amend the Agreement for the first time to extend the term of the Agreement and alter the termination and compensation provisions.

NOW, THEREFORE, based upon valuable and adequate consideration set forth below and the Recitals stated above, the Parties mutual agree to be bound by the following amendments to the Agreement:

1. TERMS

1.1 Amendment.

(a) The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

"4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2026. Parties may extend the Agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided."

"4.2 Termination by City. City may terminate this Agreement in the event of a material default by VRSD in any of VRSD's obligations hereunder. For purposes of this Agreement, a material default shall be defined as VRSD's failure to perform any of the obligations contained in Article 3: Scope of Services herein. Such termination by City

shall be effective 60 days after VRSD's receipt of written notice from City specifying the default. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD from liability for such default. In case of termination of this Agreement by City for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default."

"4.3 Termination by VRSD. VRSD may terminate this Agreement in the event of a material default by City in any of City's obligations hereunder. For purposes of this Agreement, a material default shall be defined as City's failure to perform any of the obligations contained in Article 6: Operational Costs and Compensation For Services. Such termination by VRSD shall be effective 60 days after City's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of City shall not relieve City from liability for such default nor for payment to VRSD for services rendered up to the date of termination."

"5.1 Operational Costs. City shall pay to VRSD the entire cost to VRSD of performing the Services which shall be $ 1,171,920 for FY 2022-23. City shall be billed only for costs incurred. City shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from City. For this Agreement, the entire cost to City shall include:

a. For personnel services (for FY 2022-2023), the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit "B" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Article 5.2 each year, thereafter.

b. For purchase of supplies, equipment, and services, the actual cost plus a fifteen percent (15%) markup.

c. For provision of equipment and machinery (for FY 2022-2023), the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "B" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Article 5.2 each year, thereafter."

(b) Section 7.2.a. shall be deleted in its entirety and the rest of Section 7.2 shall be renumbered accordingly.

(c) The Parties acknowledge and agree that the following language shall be added to the Agreement:

"4.4 Termination without Cause. At any time during this Agreement's term, either VRSD or City may terminate this Agreement for any reason by providing the other party with a minimum of 120-days prior written notice in accordance with Article 16."

"5.2.f Rates shown in Exhibit "B" shall be adjusted annually for inflation, in line with VRSD's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be between zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either City or VRSD may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties."

"5.2.g VRSD has calculated the hourly employee rates and equipment rental rates in Exhibit B based on estimated level of service commitments by five public sector clients, which could change over time. Within six months of the conclusion of each fiscal year, VRSD will perform an analysis to determine if a rebate is warranted for all water and wastewater customers for that fiscal year. A rebate in the form of a credit for future services will be provided to each customer, including City, prorated on revenues generated during the corresponding fiscal year. In order for a rebate to be warranted in any given fiscal year, all of the following conditions must be met:

a. Revenues generated from water and wastewater services provided by VRSD exceed the costs to VRSD of providing those services;

b. Cashflows maintained in the water/wastewater fund exceed 60-days of budgeted annual operating expenses for the following fiscal year; and

c. Cashflows are on target to meet all capital purchase cashflow needs."

For purposes exclusively of Section 5.2g, the term "cashflow" shall mean the VRSD'S unrestricted cash and cash equivalent balances at June 30th.

1.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first herein above written.

VENTURA REGIONAL SANITATION DISTRICT

Laura Hernandez
By: Laura Hernandez (May 8, 2022 19:35 PDT)
LAURA HERNANDEZ
Chairman of the Board

ATTEST

Juliet Rodriguez
By Juliet Rodriguez (May 5, 2022 16:20 PDT)
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM
ARNOLD LaROCHELLE
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert Kwong (May 5, 2022 16:36 PDT)
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By
CHRIS THEISEN
General Manager

CITY OF SANTA PAULA

By:
JENNY CROSSWHITE
Mayor

ATTEST

By
JULIE LATSHAW
City Clerk

APPROVED AS TO FORM
BEST BEST & KRIEGER

By
JOHN COTTI
City Attorney

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

65283.00007\35029882.1

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, Interim City Attorney

Subject: THIRD AMENDMENT TO UNION OIL BUILDING LEASE

Date: June 21, 2023

Agenda Item: 10.P

RECOMMENDATION:

1. Authorize the City Manager to execute the Third Amendment to the Lease with Union Oil Company of California (Union Oil) contingent on the approval of Union Oil.

Presented by: Monica Castillo, Interim City Attorney

BACKGROUND:

On July 1, 1992, City entered into a lease ("Original Lease") with Union Oil Company of California (Union Oil) with respect to real property and structures commonly known as the Union Oil Building located at 1001, 1003, and 1033 E. Main Street (the "Property"). The Original Lease was amended twice by a First Amendment in 2004 and again by a Second Amendment in 2009 (together, the "Lease"). The Lease is set to expire on June 30, 2023.

In December 2022, Union Oil (also known as Chevron) offered to transfer the Property to the City and give the City $2,000,000 to finance deferred improvements. As negotiation of the transfer agreement has not yet concluded, it will be necessary to extend the Lease beyond its current expiration date of June 30, 2023.

In addition, the City has agreed to enter into an agreement with the Ventura County Fire District (VCFD) for use of the parking lot portion of the Property ("Lot") as a temporary fire station. The temporary fire station is needed while VCFD builds a new District Fire Station No. 26 at its current site. The City and VCFD have been negotiating a sublease for such purposes, which is a separate item on tonight's agenda.

Though Union Oil and City have been diligently pursuing the various agreements, circumstances beyond the parties' control have delayed Union Oil's final approval of the proposed Third Amendment to the Lease ("Third Amendment'). As of the writing of this report, the City has not yet received Union Oil's approval of the Third Amendment.

In order to prevent timing issues for VCFD, which desires to enter and pave the Lot in July when Council is not in session, staff requests that City Council approve the draft Third Amendment (Attachment A) contingent on Union Oil's approval of its terms.

ANALYSIS:

As mentioned above, the terms of the Third Amendment are not yet final. However, if Union Oil were to accept it as drafted, the Third Amendment would achieve the following material changes to the Lease:

- Authorize the City to use the property as a temporary fire station, and
- Extend the Lease until the closing of the transfer agreement, or if the closing does not occur by December 30, 2023, until September 30, 2023.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, it supports the goal of a Connected and Healthy Community by fostering regional partnerships that create a safe and healthy community to live, work and thrive.

FISCAL IMPACTS:

There are no fiscal impacts associated with this item.

OPTIONS:

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

1. Decline to give conditional approval of the Third Amendment and wait until Union Oil responds. Doing so, however, will delay VCFPD's ability to start paving the Oil Museum Building parking lot in July, resulting in more delay to a new Station 26.
2. Provide other direction to staff.

ATTACHMENTS:

ATTACHMENT A - Third Amendment to Union Oil Lease

THIRD AMENDMENT TO LEASE
(UNION OIL BUILDING PROPERTY)

This Third Amendment to the Lease (this "Amendment") dated as of _____, 2023, is entered by and between the UNION OIL COMPANY OF CALIFORNIA, a California corporation ("Lessor"), and the CITY OF SANTA PAULA, a California municipal corporation and general law city ("Lessee"), sometimes collectively referred to individually as "Party" or collectively as "Parties".

RECITALS

A. Lessor and Lessee entered into that certain Oil Museum Lease, dated July 1, 1992, (the "Original Lease"), as amended by that certain First Amendment to the Lease dated as of May 1, 2004 (the "First Amendment") and that certain Reinstatement of and Second Amendment to the Lease dated as of February 26, 2009 (the "Second Amendment", together with the Original Lease and First Amendment, the "Lease"), with respect to certain real property and improvements thereon located at the address commonly known as 1001, 1003, and 1033 E. Main Street, Santa Paula, California (the "Property"). The Property consists of the Land, the Main Building, the Rig Building, and the Additional Property, as such terms are defined in the Lease.

B. The Lease is set to expire on June 30, 2023 and the Parties had intended for the Lessee to acquire the Property by way of a transfer agreement (the "Transfer Agreement") before the Lease expired.

C. Though the Parties have been diligently negotiating the terms of the Transfer Agreement, delays beyond the Parties' control have slowed the consummation of the Transfer Agreement.

D. In addition, pursuant to the Lease, Lessee has requested Lessor's consent to sublease the vacant lot (the "Lot") on the Property to the Ventura County Fire District (VCFD) for use as a temporary fire station. A sublease is being negotiated among VCFD and the Parties (the "Sublease").

E. The Sublease is needed so that VCFD can continue to provide Lessee with fire protection services while the VCFD builds a new fire station at a different site. VCFD will operate a temporary fire station on the Lot until completion of the new station. In order to set up the temporary fire station, VCFD wishes to begin paving and installing improvements on the Lot no later than July 1, 2023.

E. Because the Transfer Agreement negotiations have not yet concluded and VCFD desires to begin improvements on the Lot as soon as possible, the Parties are entering this Amendment to extend the term of the Lease until the closing on the Transfer Agreement or (if the Transfer Agreement does not close) September 1, 2025, and to allow for the Lot to be used as a temporary fire station.

F. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

DRAFT

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are expressly incorporated into this Amendment and shall be a part hereof.

2. Use of Property. The Lease requires the Property to be used and occupied only for a first-class quality museum. This Amendment allows Lessee to use the Property for the establishment of a temporary fire station that will be operated by the VCFD if and only if Lessee enters a sublease with the VCFD in the form attached to this Amendment as Exhibit A, with no material modifications to such form, it being understood and agreed by Lessee that, should the sublease to be entered with the VCFD be modified in any material respect from the form attached as Exhibit A, Lessor's consent shall be required for Lessee to enter into such sublease and for the permitted uses of the Property to be modified as contemplated in this Section 2.

3. Term Extended. Lessor hereby agrees to extend the term of the Lease until the closing of the Transfer Agreement, or, if the closing does not occur by December 31, 2023, until September 1, 2025.

4. Limited Amendment. Except as provided in this Amendment, all other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between this Amendment and the Lease, the provisions of this Amendment shall control. Whenever the term "Lease" is used in the Lease, it shall mean the Lease as amended by this Amendment.

5. Interpretation. The language in all parts of this Amendment shall be construed according to is normal and usual meaning and not strictly for or against either Lessor or Lessee.

6. Counterparts. This Amendment may be signed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

7. Signature Form. The Parties agree that this Amendment may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Lease as of the date first written above.

DRAFT

LESSOR:

Union Oil Company of California,
a California corporation

By: _____
[NAME]
[TITLE]

LESSEE:

City of Santa Paula, a
California municipal corporation

By: _____
Dan Singer
City Manager

DRAFT

EXHIBIT A

[Attach Approved Form of Sublease]

DRAFT

DRAFT

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TRIPEPI SMITH AND ASSOCIATES FOR MEDIA RELATIONS AND PUBLIC INFORMATION SERVICES

Date: June 21, 2023

Agenda Item: 10.Q

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a second amendment to the professional services agreement with Tripepi Smith and Associates (TSA) for media relations and public information services, extending the term from July 1, 2023 to June 30, 2024, and increasing the total not-to-exceed amount to $100,000.

BACKGROUND:

Over the past three and a half years, staff has worked closely with Tripepi Smith and Associates (TSA) as an extension of staff to assist the City of Santa Paula with media relations and public information efforts on several fronts.

Most recently, TSA has assisted with the following scope of services to assist staff in bolstering our outreach and public engagement efforts:

- Weekly check-in and communication strategy calls – These phone calls typically last up to 30 minutes and have detailed agendas and notes. After each call, TSA sends an action summary email about decisions made on the phone call and related action items for staff to follow up on. Calls focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks and review of recent comments and social media posts.

- 2 articles/releases per month – Each article or press release is up to 500 words in length. The City chooses the stories while taking into consideration suggestions by TSA. The City makes internal subject matter experts available to aid the development of the stories. The City provides access to the City's website for posting and a media release list for use by TSA where a press release scenario is desired. The City facilitates timely approval of quotes in press releases when attributed to City Staff or City Councilmembers.

- Social media monitoring – TSA monitors posts and inboxes for questions and comments on the City of Santa Paula's main Facebook, Instagram, Twitter and Nextdoor pages. When appropriate, responses are drafted, which will occasionally require fact-checking and seeking out guidance from the City. Additionally, ongoing general online monitoring of other local jurisdictions and local Facebook Groups is conducted to track posts about community needs, priorities, and issues.

- Quarterly metrics report – Each quarter TSA provides a summary report in PDF format of basic metrics (reach, posts, engagement, etc.) related to City-controlled social media platforms and the City's website, as well as media coverage highlights.

Separately, but related, TSA was also instrumental in our communications efforts related to the Districting process.

ANALYSIS:

As noted above, TSA has been a valuable extension of staff assisting with public communications, press releases and readily available on very short notice when strategy is required for instances involving a number of matters which arise throughout the year.

In addition, for the past two years, the City's Public Information Officer (PIO) has been fortunate enough to work with several Management Fellows, through the Lead for America program, who have been able to supplement TSA's effort as consulting costs have generally increased over the years and service output from TSA reduced to stay in line with budgets.

As a result, the City Manager's department began accessing opportunities to minimize consulting costs and bring certain outsourced responsibilities from TSA "in house", some of which was shared with Council during the recent outsourcing workshop on May 17, 2023. That assessment is still underway and staff will come back to Council in August 2023 for a broader discussion and proposed changes.

In the interim however, staff is proposing an extended contract amount with TSA at a reduced contractual amount ($25,000 versus their normal $50,000), which will provide staff the appropriate level of support needed to maintain communications. TSA's proposed scope of work is Exhibit A to the second amendment (Attachment A) and is attached to this report. The proposed scope of work includes:

- Project management and biweekly strategy calls – To coordinate efforts with City staff and sustain momentum on communications projects, Tripepi Smith will schedule a recurring, biweekly call (alternating 1-hour calls and 30-minute calls) that will include a City-designated lead for our engagement. Call content will focus on communications strategies, identification of major themes or ideas to address in the coming weeks and review of monthly metrics reports. This will be a working call during which Tripepi Smith will manage an agenda and provide notes for each call. After each call, the client will be sent an action summary email about decisions made on the call. Tripepi Smith will produce work in a shared workspace where the City can see progress in real time and provide instant feedback as needed.

- Monthly metrics report – Each month, Tripepi Smith will provide a summary report via a shareable weblink of the basic metrics (reach, posts, engagement, etc.) related to City-controlled social media platforms and other key metrics, such as website visits. This

report will also include a comprehensive list of media mentions to access performance of our engagement online.

A total of $18,619.95 will go toward the retainer ($1,551.66/month for 12 months). Additionally, staff recommends incorporating $6380.05 into the contract for ad-hoc support, such as crisis communications, press releases, social media content creation, graphic design services, etc., should those services be needed, for a total of $25,000 for the fiscal year.

Staff is therefore asking Council to authorize the City Manager to execute a second amendment to the professional services agreement with Tripepi Smith and Associates (TSA) for media relations and public information services, extending the term from July 1, 2023 to June 30, 2024, and increasing the total not-to-exceed amount to $100,000. Essentially, TSA's costs for FY23-24 will be no more than $25,000.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, it does support one of Council's Strategic Plan core values of Communication in which we value open, transparent dialogue, and fostering an environment where ideas, concerns, and feedback are freely exchanged with residents and organizations.

FISCAL IMPACTS:

Funding for a second amendment to the professional services agreement with TSA is included in the FY23-24 fiscal budget in the amount of $25,000.

OPTIONS:

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

1. Do not approve the amendment to the agreement with TSA to provide media relations and public information services; and/or

2. Provide staff with further direction.

ATTACHMENTS:

Attachment A - Second Amendment Tripepi Smith.pdf
Exhibit A - Tripepi Smith PSA.pdf

SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRIPEPI SMITH AND ASSOCIATES, INC.

THIS SECOND AMENDMENT ("Amendment") is made and entered into this 21st day of June 2023, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and TRIPEPI SMITH AND ASSOCIATES, INC., a California Corporation ("Consultant").

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

A. On January 1, 2022 the City and Consultant entered into an agreement for media relations and public information services (the "Agreement").

B. The term of the Agreement was from January 1, 2022 to December 31, 2022.

C. The Consultant's total compensation under the Agreement could not exceed $50,000.00 without written approval of the City Council or the City Manager, as applicable.

D. On December 7, 2022, the City and Consultant mutually agreed to extend the terms of the December 31, 2022 agreement to June 30, 2023 through a First Amendment Agreement.

E. The Consultant's total compensation under the First Amendment Agreement could not exceed $75,000.00 without written approval of the City Council or the City Manager, as applicable.

F. The City and Consultant now mutually desire by this Amendment to increase the Consultant's total maximum compensation and extend the term of the Agreement as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Sections 1, 7, and 28 of the Agreement, the Agreement is amended as follows:

A. Subsection 1.C., under Section 1, entitled "Consideration and Compensation," is hereby amended to read as follows:

"1.C. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred thousand dollars ($100,000.00) without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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

"7. Term of Agreement. The term of this Agreement shall be from January 1, 2022 to June 30, 2024 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. 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. **COUNTERPARTS.** This 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 Amendment, all other terms and conditions of the Agreement remain in full force and effect. Whenever the term "Agreement" is used in the Agreement it shall mean the Agreement, as modified by this Amendment. In the event of a conflict between this Amendment and the Agreement, the provisions of this Amendment shall control.

[Signatures on Next Page]

SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA AND TRIPEPI SMITH AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the duly authorized representatives of the City and Consultant have executed this Amendment effective as of the first day and year written above.

CITY OF SANTA PAULA	TRIPEPI SMITH AND ASSOCIATES, INC.
_____	_____
Dan Singer, City Manager	Ryder Todd Smith, President
ATTEST:	
_____	__731642614_____
Julie Latshaw, City Clerk	Taxpayer ID No.
APPROVED AS TO FORM:	
_____	
Monica Castillo, Interim City Attorney	

65283.00001\40875410.2

EXHIBIT A

SCOPE OF SERVICES

Tripepi Smith will provide the following services for a fixed monthly retainer fee of $1,551.66, to be paid on the 15th of each month for that month of service (e.g. we invoice on January 15 for the month of January).

- Project management and biweekly strategy calls – To coordinate efforts with City staff and sustain momentum on communications projects, Tripepi Smith will schedule a recurring, biweekly call (alternating 1-hour calls and 30-minute calls) that will include a City-designated lead for our engagement. Call content will focus on communications strategies, identification of major themes or ideas to address in the coming weeks and review of monthly metrics reports. This will be a working call during which Tripepi Smith will manage an agenda and provide notes for each call. After each call, the client will be sent an action summary email about decisions made on the call. Tripepi Smith will produce work in a shared workspace where the City can see progress in real time and provide instant feedback as needed.

- Monthly metrics report – Each month, Tripepi Smith will provide a summary report via a shareable weblink of the basic metrics (reach, posts, engagement, etc.) related to City-controlled social media platforms and other key metrics, such as website visits. This report will also include a comprehensive list of media mentions.

A total of $18,619.95 will go toward the retainer ($1,551.66/month for 12 months). Tripepi Smith recommends incorporating $6380.05 into the contract for ad hoc support such as crisis communications, press releases, social media content creation, graphic design, etc.

EXHIBIT B

AD HOC SERVICES AND OTHER BILLING INFORMATION

The following rates schedule applies to our work that is outside the fixed scope of services noted in Exhibit A:

If there comes the need for any additional ad hoc services, Tripepi Smith is ready to provide those services and is providing our hourly rates for the full array of our resources to support City communication efforts.

	Hourly - Ad Hoc*	Hourly - Retainer
Principal	$350	$295
Director	$240	$215
Art Director	$240	$215
Senior Business Analyst	$190	$165
Business Analyst	$130	$110
Junior Business Analyst	$105	$90
Senior Videographer/Animator	$190	$165
Senior Photographer	$160	$135
Photographer/Videographer	$120	$100
Senior Graphic Designer	$175	$145
Graphic Designer	$120	$100
Junior Graphic Designer	$105	$90
Web Developer	$195	$165
Drone Operator	$195	$165
A/V Operator and Technician	$105	$90

This contract assumes the use of the “Hourly - Ad Hoc” rates listed above for all work outside the scope of our retainer listed in Exhibit A. Should the City of Santa Paula’s retainer ever exceed $6,750 per month, it would then be eligible to access our reduced “Hourly - Retainer” rates for ad hoc work performed.

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, .75, 4 or 6.5 hours.

If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource’s Standard Rate. Travel costs will be reimbursed when agreed upon by the client.

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the regional Consumer Price Index (CPI)—whichever is higher—each year on the anniversary of the contract.

Other Fees

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that we want to tell you about.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	$400	$600
Drone Equipment	N/A	$500

$600 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.

$400 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.

$500/day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Printing & Advertising Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital promotion, media placement	No Fees	10%

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.

Media Placement: Tripepi Smith can help liaise on behalf of the organization for advertising space within various mediums, such as newspapers, magazine or websites.

Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, Interim City Attorney

Subject: UNION OIL BUILDING PROPERTY SUBLEASE WITH VENTURA COUNTY FIRE PROTECTION DISTRICT

Date: June 21, 2023

Agenda Item: 10.R

RECOMMENDATION:

1. Authorize the City Manager to execute the proposed sublease with the Ventura County Fire Protection District contingent on the approval of Union Oil Company of California.

Presented by: Monica Castillo, Interim City Attorney

BACKGROUND:

At a meeting held March 15, 2023, the Council authorized the City Attorney to prepare and the City Manager to sign a lease or similar agreement with the Ventura County Fire Protection District (District) for use of the parking lot portion ("Lot") of the property commonly known as the Union Oil Building located at 1001, 1003, and 1033 E. Main Street. The authorized use is for a temporary fire station that the District will operate while it builds a new District Fire Station No. 26 at its current site.

The Lot is subject to a lease entered in 1992 between the City and Union Oil Company of California (Union Oil) (also referred to as Chevron) that is set to expire June 30, 2023. Under the lease, the City is the tenant and Union Oil is the landlord. The lease requires the City to obtain Union Oil's consent to sublease the property to a subtenant, and as such requires Union Oil to approve the proposed sublease with the District.

It should be noted that a third amendment to the lease that would authorize the Lot's use as temporary fire station and extend the City's lease with Union Oil beyond June 30, 2023 is a separate item on tonight's agenda, and is required before the City can sublease the Lot to the District.

Though Union Oil, the City, and the District have been diligently pursuing a mutually satisfactory sublease, circumstances beyond the parties' control have delayed Union Oil's final approval of the agreement. As of the writing of this report, the City has not yet received Union Oil's approval of the proposed sublease with the District.

In order to prevent timing issues for VCFD, which desires to enter and pave the Lot in July

when Council is not in session, staff requests that City Council approve the draft sublease (Attachment A) contingent on Union Oil's approval its terms.

ANALYSIS:

As mentioned above, the terms of the proposed sublease with the District are not yet final. However, if Union Oil were to consent to the sublease as drafted, the following key provisions would apply:

1. The sublease will terminate September 1, 2025 if the transfer agreement with Union Oil does not close by December 30, 2023.
2. Upon closing of the transfer agreement, the sublease will automatically terminate and convert to a lease.
3. The District will complete the following improvements at no expense to City:
    a. Pave the Lot prior to occupancy
    b. Erect a perimeter fence with rolling gate entrance
    c. Install landscaping in front of the perimeter fence
    d. Add more lighting for security
4. District may only use the Lot as a temporary fire station.
5. District must pay for water, sewer, gas, and trash services.
6. District must maintain the Lot in a good and safe condition and is responsible for maintenance costs.
7. Either party may terminate the sublease without cause with 90 days' prior written notice.
8. Upon termination, District must vacate the Lot and may not remove the improvements unless requested by City.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, it supports the goal of a Connected and Healthy Community by fostering regional partnerships that create a safe and healthy community to live, work and thrive.

FISCAL IMPACTS:

There are no fiscal impacts associated with this item.

OPTIONS:

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

1. Decline to give conditional approval of the sublease and wait until Union Oil responds. Doing so, however, will delay VCFD's ability to start paving the Oil Museum Building parking lot in July, resulting in more delay to a new Station 26.
2. Provide other direction to staff.

ATTACHMENTS:

ATTACHMENT A - DRAFT Fire District Sublease
ATTACHMENT B PARCEL INFORMATON.docx

SUBLEASE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

THIS SUBLEASE AGREEMENT ("**Sublease**") is made and executed this ____ day of _____, 2023, between CITY OF SANTA PAULA, a municipal corporation and general law city ("**Sublandlord**"), and VENTURA COUNTY FIRE PROTECTION DISTRICT, a California special district ("**Subtenant**" and, together with Sublandlord, the "**Parties**," or individually, a "**Party**").

RECITALS:

This Sublease is made with reference to the following facts and objectives:

A. Sublandlord is the tenant under that certain lease agreement dated July 1, 1993, as amended by that certain First Amendment to Lease dated May 1, 2004, as amended by that certain Reinstatement of and Second Amendment to Lease dated February 26, 2009 (collectively, the "**Master Lease**," attached hereto as Exhibit A and incorporated herein by this reference) with Union Oil Company of California, a California corporation (the "**Primary Landlord**" and, together with Sublandlord, the "**Oil Museum Parties**").

B. Pursuant to the Master Lease, Sublandlord leased those certain premises more particularly described in the Master Lease located on real property commonly known as 1001, 1003, and 1033 East Main Street, Santa Paula, California (the "**Premises**") improved with a two-story building (the "**Main Building**"), a cable tool drill rig building (the "**Rig Building**"), and a vacant lot of land used for parking (the "**Parking Lot**").

C. The Master Lease was set to expire June 30, 2023, subject to one additional 15-year term extension at Tenant's (as defined in the Master Lease) option. In lieu of a 15-year extension, the Primary Landlord has agreed to extend the Master Lease until the closing date as set forth in a future transfer agreement (the "**Transfer Agreement**") between the Oil Museum Parties (the "**Closing Date**") but in no event beyond September 1, 2025 if a closing under the Transfer Agreement has not occurred by December 30, 2023.

D. While the Master Lease remains in effect, Subtenant will construct a new fire station located at 114 S. 10th Street, Santa Paula, CA 93060 ("**Station 29**") pursuant to that certain Memorandum of Agreement for Fire Protection and Related Services Between the City of Santa Paula and the Ventura County Fire Protection District, entered on or about May 15, 2018. Construction of Station 29 is estimated to take approximately twenty-four (24) months to complete.

E. During construction of Station 29, Subtenant desires to sublease the Parking Lot from Sublandlord for use as a temporary fire station, and Sublandlord desires to sublease the Parking Lot to Subtenant for such use, in accordance with the terms and conditions of this Sublease.

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

1. **LEASE; DESCRIPTION OF PROPERTY.**

Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord the Parking Lot with the address commonly known as 1033 East Main Street, Santa Paula, California ("**Subleased Lot**") as specifically described and shown on Exhibit B, attached hereto and incorporated herein by this reference.

2. **MASTER LEASE; PRIMARY LANDLORD TRANSFER AGREEMENT.**

2.1 The Parties acknowledge that the Subleased Lot is subject to the terms and conditions of the Master Lease. This Sublease shall not be effective unless and until the Primary Landlord signs this Sublease thereby giving its consent to this Subletting. The signature of the Primary Landlord at the end of this document shall constitute its consent to Sublandlord subleasing the Subleased Lot to Subtenant in accordance with the terms of the Master Lease and this Sublease. Subtenant will occupy the Subleased Lot in accordance with the terms of the Master Lease and will not suffer to be done, or omit to do, any act which results in a violation of or a default under the Master Lease. Each of Sublandlord and Subtenant hereby acknowledges and agrees that, except to the extent expressly provided herein, the terms of the Master Lease are not modified by this Sublease.

2.2 The Primary Landlord acknowledges that the Master Lease is in full force and effect and that Primary Landlord intends to transfer ownership of the Premises to Sublandlord by entering into a Transfer Agreement. Upon transfer, the Master Lease will terminate and Sublandlord will be fee simple owner of the Premises, which includes the Subleased Lot. Sublandlord and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by December 31, 2023, the Master Lease and this Sublease shall expire as of September 1, 2025.

2.3 Subtenant acknowledges that the Oil Museum Parties are negotiating the Transfer Agreement and will cooperate in good faith not to interfere with the consummation of said agreement.

2.4 Upon the closing of the Transfer Agreement, this Sublease shall automatically convert to a lease between Subtenant and Sublandlord with its terms unchanged. As of the Acquisition Date, the Primary Landlord will cease to have any obligations or rights under this Sublease or the Master Lease with respect to the Parties except pursuant to any provisions of this Sublease or the Master Lease which expressly survive expiration or termination of such agreement. Sublandlord and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by

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December 31, 2023, the Master Lease and this Sublease shall expire as of September 1, 2025.

3. **TERM.**

This Sublease will commence on the date it is executed by both Subtenant and Sublandlord and will end September 1, 2025 (the "**Term**"). If there is a closing under the Transfer Agreement, the Term will continue as set forth in Subsection 2.4, unless earlier terminated by a Party in accordance with Section 10 below (the "**Term**"). The Term may be extended upon the written consent of Primary Landlord in Primary Landlord's sole reasonable discretion.

4. **SUBTENANT IMPROVEMENTS.** Subtenant agrees to complete the following improvements to the Subleased Lot at no expense to Sublandlord (the "**Subtenant Improvements**"), it being acknowledged by Sublandlord and Subtenant that, in connection with the Subtenant Improvements, (i) Subtenant must comply with all applicable requirements of the Master Lease, including insurance requirements applicable to the "Tenant" under the Master Lease and its contractors and other agents, and (ii) before Subtenant may commence the Subtenant Improvements, Sublandlord shall secure the consent of the Primary Landlord thereto, with Sublandlord's request for such consent to be accompanied by proposed plans for the Subtenant Improvements:

4.1 Pave the Subleased Lot with new asphalt prior to occupancy;

4.2 Erect a perimeter fence with rolling ingress gate;

4.3 Provide landscaping in front of perimeter fence; and

4.4 Add more lighting for security purposes.

In the event that the contemplated transfer of ownership of the Premises pursuant to the Transfer Agreement does not occur, Primary Landlord shall have the right by written notice to Sublandlord to require removal of any or all Subtenant Improvements on or prior to expiration or earlier termination of the Master Lease. Primary Landlord shall incur no liability with respect to any such plan approval. Subtenant shall be solely responsible for ensuring that the Plans comply with applicable laws and are otherwise appropriate for the site and its intended use.

Notwithstanding any provision of the Master Lease or this Sublease to the contrary and whether or not the Primary Landlord has consented to the Subtenant Improvements as required herein, each of Sublandlord and Subtenant hereby agrees that (i) neither Landlord nor any member of the Landlord Group (as such term is defined in the Master Lease, the "**Landlord Group**") shall be liable for any claims, actions, damages, costs (including, without limitation, attorney's fees), injuries or liability, including, but not limited to, with respect to any hazardous materials or substances or other environmental conditions on or under the applicable portion of the Premises, resulting from the construction or use of the Subtenant Improvements in connection with construction of the same ("**Claims Relating to Subtenant Improvements")** and (ii) each of Subtenant and

Sublandlord hereby indemnifies and holds harmless the Landlord Group from and against any Claims Relating to Subtenant Improvements. Should a member of the Landlord Group be named in any suit, or should any claim be against a member of the Landlord Group, by suit or otherwise, whether the same be groundless or not, with respect to Claims Relating to Subtenant Improvements, each of Sublandlord and Subtenant will defend such indemnified party (at such indemnified party's request and with counsel reasonably satisfactory to Primary Landlord or other applicable member of the Landlord Group) and will indemnify such indemnified party for any judgment rendered against it or any sums paid out in settlement or otherwise. The indemnity provided in this Section 4 shall survive the expiration or earlier termination of this Sublease, and it is in addition to, and not in lieu of, the indemnity set forth in Section 18.1 below.

5. **USE OF SUBLEASED LOT.**

5.1 Subtenant agrees to use the Subleased Lot solely for the purposes of a temporary fire station. Permitted uses include firefighter parking, placement of a trailer with a kitchen and living space, and storage of fire-fighting equipment and trucks.

5.2 Subtenant must not use or permit the use of the Subleased Lot in any manner that will tend to create waste or a nuisance.

6. **UTILITIES.**

6.1 Subtenant will pay for water, sewer, gas, and trash services for the Subleased Lot. Sublandlord will make and maintain proper connections with any and all water, gas, and sewer on or serving the Subleased Lot and will continue the connections and service thereof during the Term of the Sublease. Sublandlord will not pay for internet or television services.

7. **CONDITION OF PREMISES; MAINTENANCE.**

7.1 Subtenant accepts the Subleased Lot in its condition existing as of the date of the execution of this Sublease, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Subleased Lot and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Subtenant acknowledges that neither Primary Landlord, Sublandlord nor any member of the Landlord Group or agent of Sublandlord have made any representation or warranty as to the suitability of the Premises for the conduct of Subtenant's business.

7.2 Subtenant is responsible for maintaining the Subleased Lot in a good and safe condition. Subtenant will be responsible for the maintenance expenses of the property including equipment and fixtures it brings onto the Subleased Lot. "Maintenance expenses" includes without limitation costs associated with the repair of plate glass, electrical wiring, plumbing, air conditioning, roof repair, pest control, exterior maintenance and repair, and preventing and repairing vandalism, except as caused by normal wear and tear.

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8. **QUIET ENJOYMENT.**

Sublandlord agrees that Subtenant, upon observing and keeping the agreements and each of the covenants of this Sublease, will lawfully and quietly hold, occupy, and enjoy the Subleased Lot for the duration of the Sublease. At the end of the Sublease Term defined in Section 3, the Primary Landlord will have the right to require removal of any Subtenant Improvements pursuant to Section 4, above.

9. **CITY'S LIMITED WARRANTY.**

Sublandlord warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this Sublease and perform its terms and conditions, and, subject to Primary Landlord's consent to this Sublease, has the legal right, power, and authority to grant all of the rights granted herein.

10. **TERMINATION.** This Sublease may be terminated as follows:

10.1 By either Party without cause, provided 90 days' written notice is given;

10.2 Upon mutual written agreement of the Parties;

10.3 Upon the Subleased Lot being condemned; or

10.4 Should Subtenant materially breach this Sublease, within ninety (90) days of failing to cure the breach to Sublandlord's reasonable satisfaction after being notified by Sublandlord regarding such breach.

10.5 Upon expiration or earlier termination of the Master Lease prior to any transfer of ownership of the Premises pursuant to the Transfer Agreement, including but not limited to as specified in Section 2 above.

11. **CONDITION OF PROPERTY UPON TERMINATION.**

Upon termination of this Sublease for any reason, Subtenant will vacate the Subleased Lot and deliver it to Sublandlord in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted. The Subtenant Improvements described in Section 4 above shall not be removed, unless requested by Sublandlord.

12. **CONDEMNATION.**

If all or part of the Premises is acquired by eminent domain or purchase in lieu thereof, Subtenant acknowledges that it will have no claim to any compensation awarded for the taking of the Premises or any portion thereof.

13. **RELOCATION BENEFITS.**

Subtenant acknowledges that it was informed that Sublandlord is a public entity and that the Premises is leased by Sublandlord for a public purpose. Subtenant further

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acknowledges that any rights acquired under this Sublease arose after the date Sublandlord leased the Premises and that Sublandlord reserves its right to condemn this leasehold. Subtenant acknowledges that at the time of any condemnation of this Sublease, Subtenant will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

14. **FORCE MAJEURE.**

Should performance of this Sublease be prevented as a result of insured loss due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, pandemic, epidemic, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either Party to the other.

15. **ALTERATIONS.**

Except as provided by this Sublease and subject to any and all applicable additional requirements under the Master Lease, Subtenant will not make, or cause to be made, any alterations to the Subleased Lot without Sublandlord's prior written consent.

16. **ASSIGNMENT AND SUBLETTING.**

This Sublease may not be assigned, transferred, or sublet by Subtenant, court order, or through any other means. Any such purported transfer will be null and void.

17. **HOLDOVER.**

If Subtenant holds possession of the Subleased Lot after the expiration or termination of this Sublease with Sublandlord's written consent, Subtenant will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Sublease and the Master Lease, should the Master Lease still be in effect.

18. **INDEMNIFICATION.**

18.1 Subtenant indemnifies and holds each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Master Lease or this Sublease, or its performance, except in each case as results from the sole active negligence of the indemnified party. Should any member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord be named in any suit, or should any claim be against either, by suit or otherwise, whether the same be groundless or not, arising out of the Master Lease or this Sublease, or its performance, pursuant to the Master Lease or this Sublease, Subtenant will defend, as applicable, such member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord (at such indemnified party's request and with counsel satisfactory to such indemnified party) and will indemnify each member of the Landlord Group (including, without limitation, Primary Landlord)

and Sublandlord for any judgment rendered against it or any sums paid out in settlement or otherwise. Subtenant will indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Subtenant's failure to perform or observe any of the terms and conditions of the Master Lease applicable to the Subleased Lot or this Sublease, except to the extent caused by such indemnified party or its invitees', agents' or employees' negligence or willful misconduct. Sublandlord hereby agrees to indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Subtenant harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Sublandlord's failure to comply with the terms of this Sublease or the Master Lease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of such indemnified party. The indemnities provided in this Section 18.1 shall survive the expiration or earlier termination of this Sublease.

18.2 For purposes of this section, "Sublandlord" includes Sublandlord's officers, officials, employees, agents, representatives, and volunteers.

18.3 Subtenant expressly agrees that the foregoing hold harmless and indemnification provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

18.4 The requirements as to the types and limits of insurance coverage to be maintained by Subtenant as required by the Master Lease and Section 19 below, and any approval of such insurance by Sublandlord, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subtenant pursuant to the Master Lease and this Sublease, including but not limited to the provisions concerning indemnification.

18.5 It is expressly understood and agreed that this Section 18 will survive expiration or earlier termination of the Master Lease and this Sublease.

19. **INSURANCE.** Subtenant will procure and maintain, at its own expense, during the Term of this Sublease, policies of insurance provided by insurance companies admitted to do business in the State of California with A.M. Best & Company ratings of at least A- / VIII and which are reasonably acceptable to Sublandlord, which policies are primary as to any other existing, valid and collectible insurance insuring Subtenant against loss or liability caused by or with the performance of this Sublease by Subtenant, or its agents, consultants, contractors, or subcontractors, in amounts not less than (i) as required under the Master Lease and (ii) as provided below:

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19.1 Commercial General Liability Insurance with a minimum combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $2,000,000.

19.2 Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of at least $1,000,000 each occurrence for bodily injury and property damage.

19.3 Workers' Compensation Insurance as required by applicable law, and Employers' Liability Insurance with a minimum limit of at least $1,000,000 per employee and at least $1,000,000 each occurrence.

19.4 The insurance coverage required may be provided by one or more policies of insurance issued to Subtenant or its agents, consultants, contractors or subcontractors, provided, however, that in order for such insurance to be acceptable, Subtenant will contractually require such agents, consultants, contractors or subcontractors to indemnify, defend, and hold harmless each member of the Landlord Group and Sublandlord from and against claims and losses to the extent of Subtenant's obligations provided for in the Master Lease and this Sublease, with each member of the Landlord Group and Sublandlord named as an additional insured to such agreements, and such insurance policies will meet the requirements of this Section 20.

19.5 The policies of insurance will name each of member of the Landlord Group and Sublandlord as an additional insured and will not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. Such insurance will provide coverage for claims and losses arising out of the actions of Subtenant or its agents, consultants, contractors or subcontractors on or about the Subleased Lot while the policy is in force, regardless of whether the claim or loss arises after the policy is expired.

19.6 Prior to its occupancy of the Subleased Lot, Subtenant will deliver to Sublandlord, and Sublandlord will forward to Primary Landlord, a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to thirty (30) days' advance written notice to each of Primary Landlord and Sublandlord. Subrogation against each of Primary Landlord and Sublandlord will be waived as respects all of the insurance policies required above (including policies of any subcontractor). The insurance required in no way limits or restricts any indemnity by Subtenant or its agents, consultants, contractors, or subcontractors under the Master Lease or this Sublease nor by any limitation placed on the indemnity as a matter of applicable law.

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20. **COMPLIANCE WITH LAW.**

Subtenant will, at its sole cost and expense, comply with the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Subleased Lot and will faithfully observe in the use of the Subleased Lot all applicable laws. The judgment of any court of competent jurisdiction that Subtenant has violated any such ordinance or statute in the use of the Subleased Lot will be conclusive of that fact as between Sublandlord and Subtenant.

21. **WAIVER OF BREACH.**

Any express or implied waiver of a breach of any term of this Sublease will not constitute a waiver of any further breach of the same or other term of this Sublease.

22. **NOTICES.**

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Sublease or by law to be served on or given to either Party to this Sublease by the other Party will be in writing and will be deemed served when personally delivered to the Party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

If Subtenant: _____
_____
_____
Attn: _____

If Sublandlord: City of Santa Paula
970 E. Ventura St.
Santa Paula, CA 93060
Attn: City Manager___

23. **THIRD PARTY BENEFICIARY**.

The Parties agree that the Primary Landlord shall be a third-party beneficiary of this Sublease and shall have the right to enforce provisions of this Sublease benefitting either Primary Landlord or Sublandlord, including but not limited to provisions of this Sublease under which Primary Landlord's consent is required.

24. **ACCEPTANCE OF FACSIMILE SIGNATURES.**

The Parties agree that agreements ancillary to this Sublease and related documents to be entered into in connection with this Sublease will be considered signed when the signature of a Party is delivered by facsimile or electronic transmission or other electronic means (including DocuSign). Such facsimile or electronic signature or signature secured through other electronic means (including DocuSign) will be treated in all respects as having the same effect as an original signature.

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25. **GOVERNING LAW.**

This Sublease is made and entered into in the state of California and shall, in all respects, be governed by and interpreted in accordance with the laws of the state of California applicable to contracts entered into and to be fully performed therein. The exclusive venue for any action, suit, or other proceeding concerning the Sublease shall be in Ventura County, California.

26. **PARTIAL INVALIDITY.**

Should any provision of this Sublease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Sublease will remain in effect, unimpaired by the holding.

27. **INTEGRATION.**

This instrument and its attachments constitute the sole agreement between Sublandlord and Subtenant respecting the Subleased Lot, the use of the Subleased Lot by Subtenant and correctly sets forth the obligations of Sublandlord and Subtenant. Any Sublease or representations respecting the Subleased Lot or its subletting by Sublandlord to Subtenant not expressly set forth in this instrument are void. There are two attachments (2) to this Sublease.

28. **CONSTRUCTION.**

The language of each part of this Sublease will be construed simply and according to its fair meaning, and this Sublease will not be construed either for or against either Party.

29. **AUTHORITY-MODIFICATION.**

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Sublease and to engage in the actions described herein. This Sublease may be modified by written amendment. Sublandlord's city manager, or designee, may execute any such amendment on behalf of Sublandlord.

30. **COUNTERPARTS.**

This Sublease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Sublease the day and year first hereinabove written.

CITY OF SANTA PAULA

_____
Dan Singer
City Manager

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:
Monica Castillo, Interim City Attorney

By: _____

VENTURA COUNTY FIRE PROTECTION DISTRICT

_____
By: _____
Its: _____

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CONSENT TO SUBLEASE

Union Oil Company of California, a California corporation, hereby consents to this Sublease as between City of Santa Paula, a municipal corporation, as sublessor and the Ventura County Fire Protection District, a California special district, as sublessee.

MASTER LESSOR:

UNION OIL COMPANY OF CALIFORNIA, a California corporation

By: _____

Name: _____

Its: _____

Dated: _____

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EXHIBIT A
TO SUBLEASE

(Master Lease)

[Attached behind]

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EXHIBIT B
TO SUBLEASE

(Subleased Lot Description)

[Attached behind]

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ATTACHMENT B
PARCEL INFORMATION

Parcel APN - 101021217

Property Identification	
Assessor's Parcel #:	101021217
APN Suffix:	5
Situs Address:	1033 E MAIN
Acreage:	0.4200
View Assessor Map	

Owner Identification	
Owner Name 1:	UNION OIL COMPAN Y OF CALIF
Owner Name 2:	
Mailing Address:	P O BOX 1392 BAKERSFIELD CA 933 02-1392

Parcel Description	
Tract Number:	
Block Number:	
Tract Lot:	A
Tract Lot Sub:	
Map Number:	
Condo Reference:	
Condo Building:	
Condo Unit:	
Previous APN:	101021216
Previous APN Suffix:	5
Void Year:	
Base Year APN:	1010212175
Base Year:	2006
Site Use Code:	4600
SA:	04

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: MEMORANDUM OF UNDERSTANDING WITH SEIU, LOCAL 721

Date: June 21, 2023

Agenda Item: 10.S

RECOMMENDATION:

(1) Approve Resolution No. 7460, approving the Memorandum of Understanding between the City of Santa Paula and the Service Employees International Union (SEIU) Local 721 for the period of July 1, 2023 through June 30, 2025.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), Local 721 is due to expire on June 30, 2023. In compliance with the Meyers-Milias Brown Act (MMBA), the City's negotiations team commenced negotiations with SEIU, Local 721 towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The SEIU, Local 721 membership ratified the tentative agreement on June 14, 2023. This action tonight, seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with SEIU, Local 721 will expire on June 30, 2023. The City's negotiations team and SEIU, Local 721 representatives have reached a two-year agreement with a 9% cost of live adjustment over the term of the agreement.

The attached resolution implements the tentative agreement reached with SEIU, Local 721.

Below are key items that have been negotiated:

- Term of Agreements shall be from July 1, 2023 through June 30, 2025.
- Effective the first full pay period following July 1, 2023, Unit employees shall receive a five percent (5.0%) cost of living adjustment (COLA) to base wages.
- Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment (COLA) to base wages.
- Phased Cafeteria increase from $1250.00 to $1450.00 over the term of the contract.
- City will contribute up to one percent (1%) of base salary to match employee deferred

compensation contribution.

- Tuition Reimbursement Assistance will increase from $2500.00 to $3000.00 a fiscal year.
- Uniform Allowance increase from $525.00 to $575.00 annually.
- Safety Boot Allowance increase from $225.00 to $250.00 annually.
- Safety Glasses Allowance increase from $200.00 to $225.00 annually.
- New Year's Eve has been added as a City Observed Holiday.

STRATEGIC PLAN:

This item/action supports City Council's goal of employee retention under the "Operational Excellence" section of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated into the Proposed Budget for Fiscal Years 2023/24 and 2024/25.

OPTIONS:

1. Approve Resolution No. 7460, approving the Memorandum of Understanding between the City of Santa Paula and the Service Employees International Union (SEIU) Local 721 for the period of July 1, 2023 through June 30, 2025.
2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7460
Exhibit A to Resolution No. 7460.docx
Redline_MOU.pdf

RESOLUTION NO. 7460

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF SANTA PAULA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Service Employees International Union (SEIU) Local 721, a duly recognized employee organization representing the City of Santa Paula's Non-managerial, Non-sworn, General employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours, and the terms and conditions of employment for contract year 2023-2025.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2023-2025 between the City of Santa Paula and the SEIU Local 721. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, AND ADOPTED, this 21th day of June, 2023.

_____

Andy Sobel, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Dan Singer, City Manager

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Service Employees International Union (SEIU) Local 721 hereinafter designated as "Union".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract years 2023 - 2025 commencing July 1, 2023 and concluding June 30, 2025.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council.

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in Local 721, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

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1.1.1. UNION DUES DEDUCTION, COPE & INDEMNIFICATION AND NEW EMPLOYEE ORIENTATION

A. Dues Deduction

The Employer will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union. Every 120 days, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's name, employee identification number, employee hire date, job title, department, work location, and if on file with the Employer, each employee's home and personal cellular telephone number, home address, and personal email address. City of Santa Paula will provide monthly report with the same information as listed above for the new hires.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union within ten (10) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.).

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

C. Indemnification

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

D. The City shall provide the Union written notice of both City-wide and department-level new employee orientations [no matter how few participants, and whether in person or online] at least 10 business days, or as soon as reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No management representative shall be present during the Union's presentation. Release time shall be granted for a member to participate in the Union's presentation of the new employee orientations. The Union will provide the City with a list of 3-4 member(s) that will participate in the Union's presentation of the new employee orientations. "New hires" shall be defined to include any employee new to the bargaining unit, including, but not limited to, through accretion or promotion/demotion.

If the Union's designated representative(s) is unable to attend the new employee orientation, the City shall provide the new hire with the contact information of the union representative responsible for follow-up with the new hire.

The parties agree that any disputes shall be subject to the City's Grievance Procedure and shall be submitted at the first formal step of the Grievance Procedure.

2. UNION RIGHTS

2.1 SEIU designated members, selected by the Union, shall be entitled to an aggregate (combined) release time of no more than 80 paid hours of leave to attend Union training and seminars during the term of the MOU. Such time is in addition to time spent in meet and confer sessions with City representatives and is subject to a minimum, when possible, of ten days advance notice to the employee's Department Head or designee. Release time for SEIU members is subject to departmental organizational needs and will not be permitted without prior approval of the employee's Department Director or designee. The Union shall monitor the hours used by SEIU members to ensure that the 80 hours is not exceeded; the City shall create a payroll activity code (RHU) that designated employees shall use to properly code paid leave used for this purpose in the City's timekeeping system.

2.2 Labor-Management Meetings

2.2.1 MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives

without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

The City agrees to discuss issues of mutual concern with SEIU upon request. Meetings shall be held at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

2.2.2 Consultation

During the term of this agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as union representatives as defined above.

2.3 Union Bulletin Boards

SEIU shall have a designated union bulletin board in every work facility or break room where represented employees work or congregate. The bulletin board and designated space shall not be less than 2’ x 3’ or more than 3’ x 4’. A copy of all material to be displayed upon the bulletin board shall be provided to the Human Resources Manager. The locations of the bulletin boards shall include but not be limited to the following locations: Public Works-Water Yard, Corporation Yard and Engineering Administration Office; City Hall, Police Department, Community Development Building and Community Center. Material shall be signed and dated by a steward/leader or staff of Local 721.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment; promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the

efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 Salary Adjustments

Effective the first full pay period following July 1, 2023 ratification of this Agreement by SEIU and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.

4.1.1 Merit Increase/Step Increase

Merit/step increases will become effective on the actual anniversary date of the employee.

4.1.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date. If a performance evaluation has not been completed within ninety (90) days after an employee’s merit review date, it will be presumed that the employee’s evaluation for that evaluation period is satisfactory and the employee will then receive the merit increase they would be eligible for, not to exceed the top of the salary range. The merit increase will be, retroactive, if necessary to the employee’s anniversary date.

4.2 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.3 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include

educational incentive, overtime pay, standby pay, bilingual pay, cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by 80.

4.4 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

4.5 Direct Deposit

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty four (24) hour periods.

5.2 Regular Work Day

The normal daily work schedule (40 hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break. Maintenance employees receive a half (1/2) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except

for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Union. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

5.3 Rest Periods

For each four (4) hours of service, each bargaining unit member is entitled to take one (1) fifteen (15) minute rest break with pay, as scheduled by the appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

5.4 Regular Work Period

A regular work period for those employees on the 9/80 schedule shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day' for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked d expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1

½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Standby

Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of $50 per day on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and $30 per day all other periods for the hours that the employee remained available. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

The City has the exclusive right to determine the need for standby and time of standby. While on standby status, employees will be required to carry and utilize a City-issued pager or cellular telephone; respond via telephone within ten (10) minutes to any call or page; and or report fit-for-duty within thirty (30) minutes following receipt of call-out information.

6.3 Callback

Employees who are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two hour minimum period; therefore the "minimum of two hours pay" is not compensated on a "per occurrence" basis.

The City has the exclusive right to determine the need for call back and the time of call back.

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.5 Special Events

Employees who work special events sponsored by the City may elect to earn compensatory time in lieu of overtime for hours worked exceeding the employee's regularly scheduled workweek,

subject to the forty (40) hour compensatory time accumulation per calendar year and the limitations on overtime specified in Section 6.1.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m will be paid a shift differential at a rate set (5%) above his or her then current base monthly step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5 p.m. and 8 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected department head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the department head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $3,000 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take

courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval prior to commencing the course. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform Allowance

Unit employees in a Public Works and Parks & Recreation Maintenance classification (including Lead Park and Abatement Specialist, Mechanics and Water personnel), Building Inspectors, Permit Technicians, Records Clerk and Animal Control Officer classifications covered by this agreement who is required to have and maintain a uniform shall receive an allowance in the amount of $575 annually, to be paid to the employee bi-weekly installments. to be used exclusively for the purchase of work trousers and maintenance of uniforms (laundry, repairs, etc.).

Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed nine (9) shirts for Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) employees and seven (7) shirts for all other classifications who receive the uniform allowance in a fiscal year. The City will provide up to one (1) winter jacket on an as needed basis as determined by the Department Head.

Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Employees on sick leave, industrial disability leave, or leave of absence for more than four continuous weeks are not entitled to the uniform allowance for the period of time away from work.

Non-prescription safety glasses, gloves, vests, hard hats, jackets, hats and ear protection will be distributed by the Department Head on an as needed basis.

Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) will be issued a purchase requisition not to exceed the amount of Two hundred and twenty-five dollars ($225.00) to a vendor selected by the City when replacement prescription safety glasses are required, employees may also go to his/her own optometrist and submit a request for reimbursement through the Finance Department. Specifications will be determined by the City. One (1) pair of safety glasses will be provided as required every two years. Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) may request additional prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.2.1 City Contribution-Safety Boots

All represented employees required to wear safety boots as determined by the department head will be issued a purchase voucher in the amount of two hundred fifty dollars ($250.00) to a vendor selected by the City when replacement safety boots are required.

The safety boot reimbursement can be used to resole City provided safety boots and purchase safety boot accessories, including work socks, laces, insoles, waterproofing and/or care kits or an additional pair of safety boots as needed. Safety boot specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots (as needed), not to exceed $250.00, provided they submit a written request to the department head or designee, who will make a final determination.

8.3 Bilingual Pay

Employees may be eligible to receive bilingual pay of $50 per pay period ($1300 per year). Employee eligibility will be determined by the Department Director and the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish or any other language including but not limited to sign language. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community.

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets, when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees' work time.

8.5 Certificates and License

Effective January 1, 2014 the City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsement:

1. Wastewater Treatment Certification Grades Operator in Training (OIT), I, II, III and IV issued by the California State Water Resources Control Board for Wastewater Treatment Plant Operators, Grades I, II, and III as required by job description.

2. State of California Department of Motor Vehicles Class "A" or "B" licenses as required and approved by the Department Head (including the cost of required physical examination).

3. Water Treatment Certification Grades T1, T2, T3, T4 and T5 issued by the California Department of Public Health as required by the job description.

4. Distribution System Certification Grades D1, D2, D3, D4 and D5 issued by the California Department of Public Health as required by the job description.

5. Certified Unified Program Agencies (CUPA) as required by the job description.

6. Arborist.

9. HOLIDAYS

9.1 Holiday Listing

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of 72 hours paid at straight time to be used exclusively for City observed holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation; sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available. The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year’s Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed.

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10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

10.1.1

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

10.1.2

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of the Supervisor or Department Head. If the request is denied, reason must be given in writing at time of denial.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280 hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.3 Vacation Buyback

Should the revenues increase during the first half of the fiscal year, the City agrees to meet with SEIU to re-consider a partial or full vacation/comp buyback.

Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.
2. Employee must maintain a minimum balance of 100 hours of vacation leave after submitting the request.
3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Sick leave with pay up to the total number of accumulated sick days shall be-granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the "City's Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation and sick leave to less than 40.0 hours in each bank.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse, aunt, uncle, cousin, niece, nephew daughter-in-law, son-in-law or brother-in-law. Also applies to persons related by blood or marriage residing in an employee's home.

Bereavement leave or special sick leave, in case of death of other persons, may be granted only upon approval of the City Manager.

11.4 Prenatal and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

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11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been

exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence or and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. (Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.)

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee’s follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than

in emergency situations, use of a personal physician would be at employee's expense. If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

All medical appointments related to industrial injuries must be scheduled during working hours. Overtime compensation will not be available for medical appointments related to industrial injuries that are not scheduled during non-work hours.

12.1 Modified Duty

City and Union agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Rule 3.4.F that all modified duty need not be necessarily confined to the employee's department. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

13.2 Leave of Absence Without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave," Section 7.7.

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first pay period commencing on or after December 1, 2023, the City shall provide 1,350.00 per month ($675.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first pay period commencing on or after December 1, 2024, the City shall provide 1,450.00 per month ($725.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

Employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City agrees to meet annually with SEIU prior to the City's Open Enrollment period to discuss any changes to the design of any health plans, including anticipated changes in premiums.

The City may reopen negotiations at any time during the term of the MOU to discuss options for medical plans outside of CalPERS.

14.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period in January 2024, or earlier if the City can

implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

14.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

14.4 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

14.6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1st to October 31st, the City will pay the annual fee and the enrolled monthly employee administrative fee. Should fewer than ten employees' Citywide sign-up for an FSA for the new plan year beginning November 1st of each Plan year, the City reserves the right to discontinue its participation in the Plan. The City shall provide a minimum of thirty (30) days' notice to the Union prior to the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

14.7State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Insurance Program (SDI) for

represented General Unit Employees pursuant to applicable State regulations and the following provisions.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to SEIU classifications.

B. If the bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from the paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI questions, they will be required to contact and SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation, benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

   Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

   Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

   The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

   Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

For employees who are members of the City's 2.5% @ 55, Tier One (1) service retirement formula, the cost of the 8% employee contribution will be paid by the employee, through pre-tax payroll deduction.

For employees who are members of the City's 2.0% @ 55, Tier Two (2) service retirement formula, the cost of the 7% employee contribution will be paid by the employee, through pre-tax payroll deduction.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Union is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Union will be responsible for providing the names of the member and one alternate to the City.

16.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

16.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

16.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be

unsafe or unhealthy.

16.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

16.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

16.7 Layoff Procedure

Layoff procedures were adopted by the City Council as a citywide effort to provide a means to determine which employees are to be demoted or laid off when a reduction in force occurs. Layoff procedures are not exclusive to any bargaining unit, and are referenced in the Santa Paula Municipal Code (SPMC) §33.12. The City agrees to meet with SEIU to discuss any changes in layoff procedures prior to amending §33.12 of the SPMC.

The City may, after such consultation with the affected Union and bargaining units as may be required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced that will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.

a. Definitions. These definitions apply for purposes of layoff, displacement and reemployment:

1. SENIORITY - CITY SERVICE ("City Seniority"). The total continuous service in regular or probationary City employment including all positions held in the City work force. City of Santa Paula Paid-Call Fire Service experience is excluded in calculating City Seniority.

2. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. ("Classification Seniority") The total period of time (does not need to be continuous) an employee has been in a particular classification as a regular or probationary employee.

3. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.

b. Notification.

1. Once the City has determined a preliminary plan for "Lay Off", the City will notify the affected Unions and bargaining units and the City of Santa Paula will meet to discuss the impact this proposed plan will have on bargaining unit employees.

2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective layoff date no less than fifteen (15) calendar days prior to the effective date. The City will provide a copy of the notice to the affected Union or bargaining unit via hand delivery or certified mail.

3. The written notice must inform the employee of applicable displacement and priority reemployment rights.

c. Reduction in Force. Once the classifications to be reduced have been identified, the reductions shall be by inverse seniority order within the groupings below in the following sequence:

1. Temporary employees in the identified classifications must be terminated.

2. Provisional employees in the identified classifications must be terminated.

3. Employees serving an initial probationary period in the identified classification must be terminated.

The Human Resources Manager must then determine the employee(s) to be laid off. Layoffs must be in the following order:

4. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff have had their merit increase withheld for reasons of "unsatisfactory" or "not effective" job performance.

5. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall "unsatisfactory" or "not effective" job performance evaluation (overall "not effective" is considered a summary rating of below 2.0 on evaluation form).

6. Regular employees with the least classification seniority.

7. If there are two or more employees to be laid off who have identical classification seniority, the order of layoff will be by City Seniority. If such City Seniority is also

identical, layoff must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

d. Exceptions to Layoff Seniority: Whenever the Human Resources Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Manager may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.

e. Displacement Rights (Bumping):

1. Regular employees who are designated to be laid off and have held regular status in a previously held classification may demote into a vacant position or may displace employees in the previously held classification provided that the employee exercising the displacement privilege has greater City Seniority than the incumbent in the classification to which the employee is bumping and meets the current job requirements and any special skills required of the position. If the employee designated to be laid off has not held regular status in a previously held classification, then no displacement rights accrue to that individual.

2. Employees being displaced must be displaced in the same order as specified in Section c - Reduction in Force.

3. An employee must exercise displacement privileges within five (5) working days after receipt of a notice of layoff, by written notice to the Human Resources Manager. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.

f. Demotions in lieu of Layoff.

1. An employee designated for layoff must be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:

   a. The employee requests or otherwise agrees to the demotion,
   b. The employee meets the minimum qualifications of the lower position, and
   c. The City Manager concurs with the proposed action.
   d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request demotion into the Fire Department in a sworn position.
   e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request demotion into the Police Department in a sworn position.

f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request demotion to the same position, the order of eligibility of demotion will be by City Seniority. If City Seniority is identical, demotion entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the base wage is within the range of the lower position. If this is not the case, the rate of pay must be within the salary range of the lower position which is closest to the rate of pay prior to demotion (see Rule 3.4(c) of the City's Personnel Rules and Regulations).

3. An employee must accept a demotion within five (5) working days after receipt of a notice of demotion, by written notice to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

g. <u>Transfers in lieu of Layoff.</u>

1. An employee designated for layoff must be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:

a. The employee requests or otherwise agrees to the transfer,
b. The employee meets the minimum qualifications of the position, and
c. The City Manager concurs with the proposed action.

d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request transfer into the Fire Department in a sworn position.

e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request transfer into the Police Department in a sworn position.
f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request transfer to the same position, the order of eligibility for transfer will be by City Seniority. If City Seniority is identical, transfer entitlement must be determined by drawing of lots. For Fire Department employees

only, in the event of a tie, the tie breaker will be the person's final

examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. Employees who are transferred will be paid at the base wage equal to the base wage prior to transfer.

3. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.

h. Reemployment List for Demoted Employees.

1. Employees who are demoted in lieu of layoff must have their names placed on a Reemployment List(s) for Demoted Employees. Employees must have their name placed on lists for classifications at the same or lower salary grade/range in the same classification series as the classification held at the time of the demotion or any classification in which the employee held regular status. Vacant positions within a classification series shall be first offered to employees on these lists.

2. Eligible employees will be placed on and selected off eligibility lists in the following order.

i. Employees with the greatest Classification Seniority. When the Classification Seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

i. Reemployment List For Laid Off Employees.

1. Employees who are laid off and who held regular status at the time of layoff must have their names placed on a Reemployment List for each classification in which they previously held regular status and for classifications at the same or lower salary grade/range for which they meet minimum qualifications. Vacant positions in such classifications will be offered to eligible on the Reemployment List who qualify for such vacancies after employees on the Reemployment List for Demoted Employees and prior to an open or promotional recruitment for the vacancy.

2. Eligible employees will be placed on and selected off the list in the following order:

i. Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources

Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

j. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists must extend for a period of one (1) year from the date of demotion or layoff. The reemployment list may be extended beyond one year based on the needs of the City as approved by the City Manager. Eligibles not responding to written notification of an opening within five (5) working days of receipt of notification must have their names removed from the Reemployment List. Eligible that refuse an offer of reemployment to the same classification (or equal classification) that they held at the time of layoff must have their names removed from the Reemployment List for that classification and all classifications at the same or lower salary grade/range. Once a person on a reemployment list is reinstated to a regular position as a result of his or her reemployment rights, his or her name will be removed from the reemployment list for the classification to which he or she was reinstated and from all reemployment lists for classifications at the same or lower salary range of the classification in which he or she was reinstated. A list outlining the person's status on all reemployment lists will be incorporated in the notice of the reemployment opportunity.

k. Restoration of Benefits Upon Reemployment Following a Reduction in Force. Upon reemployment following a reduction in force, an individual will have the following benefits restored:

1. Prior sick leave balances and accrual rate at time of layoff.

2. Classification Seniority at time of layoff for purposes of determining merit increases and future reduction in force. City Seniority at the time of layoff for purposes of determining vacation leave accruals and future reduction in force.

3. No probationary period will apply upon reemployment or reappointment, in the case of demoted or laid off employees, unless the employee has never held regular status within the classification series for the classification the employee is appointed to.

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l. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force must be made without impermissible consideration being given to an employee's race, color, religious belief, national origin/ancestry, ethnicity, gender, marital status, sexual orientation, age, disability (physical or mental), medical condition or union membership or lack thereof.

m. Due Process Procedures

1. Pre-Layoff Procedural Due Process

a.) A regular employee will be provided the following safeguards prior to the implementation of a lay off:

1. A written notice of the proposed lay off;
2. The reasons for the proposed lay off;
3. The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.

b.) The Department Head must consider the employee's oral and/or written response and may render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

If a regular employee believes the layoff is a pretext for discipline or in retaliation of protected activity, the employee has the right to request an appeal hearing with the Personnel Officer or his or her designee. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for the protected activity and not based upon grounds such as a lack of work or appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee. The Employee has the burden of proof on that issue.

16.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy. Drug and alcohol testing will be conducted to ensure

compliance with the City's Drug and Alcohol Policy, Personnel Rules and Regulations, Section 2.5; the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing shall be performed using the standards approved by the U.S. Department of Transportation. Drug and alcohol testing is administered for pre-employment, random testing (required for City employees holding a Commercial Driver's License (CDL) Class A or Class B and driving a Commercial Motor Vehicle (CMV) required by the Omnibus Transportation Employee Testing Act of 1991 and for Safety Sensitive employees pursuant to the City's policy), reasonable suspicion, post-accident, return-to-duty and follow-up testing as outlined in Section 2.5 G of the Personnel Rules and Regulations.

18. CONCERTEDACTIVITIES

18.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

18.2 No Strike Clause

During the term of this MOU, it is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

18.3 Lockout

During the term of this MOU, the City agrees not to engage in any lockout.

18.4 Court Enforcement

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

19. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

20. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to meet and confer with respect to any subject explicitly addressed in this MOU.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Union in writing indicating the proposed change before it is implemented. If the Union requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Union does not request negotiations, the change may be implemented. If the Union does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Union of such changes as soon as practicable.

22. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, color, sex, national origin or other protected basis.

23. NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, or other factors not directly related to the successful performance of the job.

24. LIFE INSURANCE

The City agrees to provide bargaining unit employees with group term life insurance coverage of $100,000 for each employee and $5,000 for eligible dependents of each such employee.

24. TERM

This Agreement shall be in effect from July 1, 2023 through June 30, 2025. It shall continue in

effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (March 2nd) prior to the yearly anniversary date, to terminate or modify this Agreement

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Union membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager to the City Council for the period of the MOU except as mutually agreed upon by the Union and the City Manager.

FOR THE UNION (SEIU Local 721)

_____
Aram Agdaian, SEIU Local 721
Chief Negotiator

_____
Annette Nino
Worksite Organizer

_____
Joe Byrum
Bargaining Team Member

_____
Frank Michl
Bargaining Team Member

_____
Martin Montelongo
Bargaining Team Member

FOR THE CITY OF SANTA PAULA

_____
Irma Rodriguez Moisa
Chief Negotiator

_____
Lorena Alvarez
Human Resources Manager

POSITION CLASSIFICATION

300	**SEIU**
301	CUSTODIAN
302	CUST SERVICES REP
304	WATER DIST. OPERATOR I
305	LEAD PARK AND ABATEMENT SPECIALIST
307	ACCOUNTING SPECIALIST
309	ADMINISTRATIVE ASSISTANT
311	ANIMAL SERVICES COORDINATOR
313	SENIOR ADMINISTRATIVE ASST
314	WATER DISTRIBUTION OPERATOR II
315	MECHANIC I
318	WATER TREATMENT/PRODUCTION OPERATOR I
320	WATER TREATMENT/PRODUCTION OPERATOR II
321	WATER DISTRIBUTION OPERATOR III
322	LEAD WATER DISTRIBUTION OPERATOR
323	BUILDING INSPECTOR I
324	MECHANIC II
325	WATER DISTRIBUTION OPERATOR IV
326	BUILDING INSPECTOR II
328	ENGINEERING TECH/INSPEC
329	SENIOR ACCOUNTING TECHNICIAN
330	EQUIPMENT MAINT LEADWORKER
331	FACILITIES MAINT LEADWORKER
332	FACILITY MAINT WRK I (ENTRY)
333	FACILITY MAINT WRK II (JOURNEY)
334	MAINTENANCE WORKER I (ENTRY)
335	MAINTENANCE WORKER II (JOURNEY)
339	STREET MAINT LEADWORKER
340	WASTEWATER LEADWORKER
341	WASTEWTR COLL WORKER (ENTRY)
342	WASTEWTR COLL WRKR (JOURNEY)
343	COMMUNITY DEVELOPMENT TECHNICIAN
344	RECREATION PROGRAM COORDINATOR
345	PERMIT TECHNICIAN
346	ENGINEERING TECHNICIAN I
347	ENGINEERING TECHNICIAN II
350	WATER SERVICES OPERATOR I
351	WATER SERVICES OPEARTOR II
352	WATER SERVICES OPERATOR III
353	WATER SERVICES OPERATOR IV

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Service Employees International Union (SEIU) Local 721 hereinafter designated as "Union".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract years ~~2021-2023~~2023 - 2025 commencing July 1, ~~2021~~ 2023 and concluding June 30, ~~2023~~2025.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council.

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in Local 721, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

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1.1.1. UNION DUES DEDUCTION, COPE & INDEMNIFICATION AND NEW EMPLOYEE ORIENTATION

A. Dues Deduction

The Employer will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union. Every 120 days, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's name, employee identification number, employee hire date, job title, department, work location, and if on file with the Employer, each employee's home and personal cellular telephone number, home address, and personal email address. City of Santa Paula will provide monthly report with the same information as listed above for the new hires.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union within ten (10) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.).

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

C. Indemnification

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

D. The City shall provide the Union written notice of both City-wide and department-level new employee orientations [no matter how few participants, and whether in person or online] at least 10 business days, or as soon as reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No management representative shall be present during the Union's presentation. Release time shall be granted for ~~the steward(s)~~a member to participate in the Union's presentation of the new employee orientations. The Union will provide the City with a list of 3-4 member(s) that will participate in the Union's presentation of the new employee orientations. "New hires" shall be defined to include any employee new to the bargaining unit, including, but not limited to, through accretion or promotion/demotion.

If the Union's designated representative(s) is unable to attend the new employee orientation, the City shall provide the new hire with the contact information of the union representative responsible for follow-up with the new hire.

The parties agree that any disputes shall be subject to the City's Grievance Procedure and shall be submitted at the first formal step of the Grievance Procedure.

2. UNION RIGHTS

2.1 SEIU designated members, selected by the Union, shall be entitled to an aggregate (combined) release time of no more than 80 paid hours of leave to attend Union training and seminars during the term of the MOU. Such time is in addition to time spent in meet and confer sessions with City representatives and is subject to a minimum, when possible, of ten days advance notice to the employee's Department Head or designee. Release time for SEIU members is subject to departmental organizational needs and will not be permitted without prior approval of the employee's Department Director or designee. The Union shall monitor the hours used by SEIU members to ensure that the 80 hours is not exceeded; the City shall create a payroll activity code (RHU) that designated employees shall use to properly code paid leave used for this purpose in the City's timekeeping system.

2.2 Labor-Management Meetings

2.2.1 MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives

without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

The City agrees to discuss issues of mutual concern with SEIU upon request. Meetings shall be held at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

2.2.2 Consultation

During the term of this agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as union representatives as defined above.

2.3~~43~~ Union Bulletin Boards

SEIU shall have a designated union bulletin board in every work facility or break room where represented employees work or congregate. The bulletin board and designated space shall not be less than 2’ x 3’ or more than 3’ x 4’. A copy of all material to be displayed upon the bulletin board shall be provided to the Human Resources Manager. The locations of the bulletin boards shall include but not be limited to the following locations: Public Works-Water Yard, Corporation Yard and Engineering Administration Office; City Hall, Police Department, Community Development Building and Community Center. Material shall be signed and dated by a steward/leader or staff of Local 721.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment; promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the

efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 Salary Adjustments

Effective the first full pay period following July 1, 2023 ratification of this Agreement by SEIU and adoption of the Agreement by the City Council, Unit employees shall receive a ~~two~~ five percent (~~2~~5.0%) cost of living adjustment to base wages.

~~In addition, all employees will receive one-time lump sum payment equivalent to a 2% base salary increase, prorated over the months that they were employed between March 1, 2020 through February 28, 2021.~~

~~In addition, all employees will receive $500 contribution to their deferred compensation account. If the City is unable to make this $500 contribution to an employee's deferred compensation account, then the City will make a payment in the equivalent amount to the employee.~~

Effective the first full pay period following July 1, ~~2022~~2024, Unit employees shall receive a ~~two~~ four percent ~~and one-half percent~~ (~~2.5~~4%) cost of living adjustment to base wages.

~~The above cost of living adjustments shall be inclusive of any adjustments made by Council to employee pay scales as part of the fiscal years 2021 through 2023 budget.~~

4.1.1 Merit Increase/Step Increase

Merit/step increases will become effective on the actual anniversary date of the employee.

4.1.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date. If a performance evaluation has not been completed within ninety (90) days after an employee's merit review date, it will be presumed that the employee's evaluation for that evaluation period is satisfactory and the employee will then receive the merit increase they would be eligible for, not to exceed the top of the salary range. The merit increase will be, retroactive, if necessary to the employee's anniversary date.

4.2 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.3 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by 80.

4.4 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

4.5 Direct Deposit

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty four (24) hour periods.

5.2 Regular Work Day

The normal daily work schedule (40 hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break. Maintenance employees receive a half (1/2) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

An employee and a supervisor may agree to incidental flex time in which an employee works

variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Union. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

5.3 Rest Periods

For each four (4) hours of service, each bargaining unit member is entitled to take one (1) fifteen (15) minute rest break with pay, as scheduled by the appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

5.4 Regular Work Period

A regular work period for those employees on the 9/80 schedule shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day' for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

~~**5.6 Reopener**~~

~~The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 work schedule.~~

6. OVERTIME

6.1 Overtime Definition

Overtime is defined as all hours worked in excess of an employee's regularly scheduled ~~workday or~~ workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked d expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for ~~holidays,~~ compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Standby

Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of $50 per day on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and $~~25~~ 30 per day all other periods for the hours that the employee remained available. ~~This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.~~ Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

The City has the exclusive right to determine the need for standby and time of standby. While on standby status, employees will be required to carry and utilize a City-issued pager or cellular telephone; respond via telephone within ten (10) minutes to any call or page; and or report fit-for-duty within thirty (30) minutes following receipt of call-out information.

6.3 Callback

Employees who ~~have completed a full shift and~~ are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two hour minimum period; therefore the "minimum of two hours pay" is not compensated on a "per occurrence" basis. ~~No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.~~

The City has the exclusive right to determine the need for call back and the time of call back.

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.5 Special Events

Employees who work special events sponsored by the City may elect to earn compensatory time in lieu of overtime for hours worked exceeding the employee's regularly scheduled workweek, subject to the forty (40) hour compensatory time accumulation per calendar year and the limitations on overtime specified in Section 6.1.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m will be paid a shift differential at a rate set (5%) above his or her then current base monthly step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5 p.m. and 8 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected department head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the department head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $~~2,500~~3,000 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval prior to commencing the course. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform Allowance

Unit employees in a Public Works and Parks & Recreation Maintenance classification (including Lead Park and Abatement Specialist, ~~-~~Mechanics and Water personnel), Building Inspectors, Permit Technicians, Records Clerk and Animal Control Officer classifications covered by this agreement who is required to have and maintain a uniform shall receive an allowance in the amount of $~~500~~ 575 annually~~ in year one of the MOU and $525 annually in year two of the MOU~~, to be paid to the employee bi-weekly installments. to be used exclusively for the purchase of work trousers and maintenance of uniforms (laundry, repairs, etc.).

Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed ~~seven~~ nine (~~7~~9) shirts for Public Works and ~~Community Services~~Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) employees and seven ~~five~~ (~~5~~7) shirts for all other classifications who receive the uniform allowance in a fiscal year. The City will provide up to one (1) winter jacket on an as needed basis as determined by the Department Head.

Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. Employees are permitted to use City uniforms and equipment

only while on the official duty of the City. Employees on sick leave, industrial disability leave, or leave of absence for more than four continuous weeks are not entitled to the uniform allowance for the period of time away from work.

Non-prescription safety glasses, gloves, vests, hard hats, jackets, hats and ear protection will be distributed by the Department Head on an as needed basis.

Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) ~~Maintenance (including Mechanics), Water Distribution, Water Operations personnel, and the Engineering Technician/Inspector~~ will be issued a purchase requisition not to exceed the amount of Two hundred and twenty-five dollars ($~~200~~225.00) to a vendor selected by the City when replacement prescription safety glasses are required, employees may also go to his/her own optometrist and submit a request for reimbursement through the Finance Department. Specifications will be determined by the City. One (1) pair of safety glasses will be provided as required every two years. Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) ~~(including Mechanics), Water Distribution and Water Operations personnel, and the Engineering Technician/Inspector~~ may request additional prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.2.1 City Contribution-Safety Boots

All represented employees required to wear safety boots as determined by the department head will be issued a purchase voucher in the amount of two hundred ~~twenty-five~~fifty dollars ($~~225~~250.00) to a vendor selected by the City when replacement safety boots are required.

The safety boot reimbursement can be used to resole City provided safety boots and purchase safety boot accessories, including work socks, laces, insoles, waterproofing and/or care kits or an additional pair of safety boots as needed. Safety boot specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots (as needed), not to exceed $~~225~~250.00, provided they submit a written request to the department head or designee, who will make a final determination.

8.3 Bilingual Pay

Employees may be eligible to receive bilingual pay of $50 per pay period ($1300 per year). Employee eligibility will be determined by the Department Director and the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish or any other language including but not limited to sign language. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community.

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets, when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees' work time.

8.5 Certificates and License

Effective January 1, 2014 the City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsement:

1. Wastewater Treatment Certification Grades Operator in Training (OIT), I, II, III and IV issued by the California State Water Resources Control Board for Wastewater Treatment Plant Operators, Grades I, II, and III as required by job description.

2. State of California Department of Motor Vehicles Class "A" or "B" licenses as required and approved by the Department Head (including the cost of required physical examination).

3. Water Treatment Certification Grades T1, T2, T3, T4 and T5 issued by the California Department of Public Health as required by the job description.

4. Distribution System Certification Grades D1, D2, D3, D4 and D5 issued by the California Department of Public Health as required by the job description.

5. Certified Unified Program Agencies (CUPA) as required by the job description.

6. Arborist.

9. HOLIDAYS

9.1 Holiday Listing

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of ~~63~~ 72 hours paid at straight time to be used exclusively for City observed holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation; sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available. The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed.

~~The City will grant 4.5 hours off on New Year's Eve afternoon when the holidays falls on a regularly scheduled work day. These hours are not part of the Holiday Bank and cannot be carried over to another work day. The intent is to close the City and give employees the afternoons off on those half days only when otherwise required to work, allowing staff to leave early if it is a workday, not carry over to another day~~.

10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	~~168~~ 180 hours

~~Twenty-two years:~~	~~176 hours~~
~~Twenty-three years:~~	~~184 hours~~
~~Twenty-four years:~~	~~192 hours~~
Twenty-five or more years:	200 hours

~~Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment.~~

~~The use of the additional 40 hours can be used to quality for vacation buyback as outlined in section 10.3.1.~~

10.1.1

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

10.1.2

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of the Supervisor or Department Head. If the request is denied, reason must be given in writing at time of denial.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280 hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.3 Vacation Buyback

Should the revenues increase during the first half of the fiscal year, the City agrees to meet with SEIU to re-consider a partial or full vacation/comp buyback.

Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 100 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Sick leave with pay up to the total number of accumulated sick days shall be-granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the "City's Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation and sick leave to less than 40.0 hours in each bank.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury

for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse, aunt, uncle, cousin, niece, nephew daughter-in-law, son-in-law or brother-in-law. Also applies to persons related by blood or marriage residing in an employee's home.

Bereavement leave or special sick leave, in case of death of other persons, may be granted only upon approval of the City Manager.

11.4 Prenatal and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

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11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar

days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence or and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. (Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.)

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee’s follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense. If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

All medical appointments related to industrial injuries must be scheduled during working hours. Overtime compensation will not be available for medical appointments related to industrial injuries that are not scheduled during non-work hours.

12.1 Modified Duty

City and Union agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Rule 3.4.F that all modified duty need not be necessarily confined to the employee’s department. After a review of the doctor’s release to return to work, the employee’s capabilities and the needs of the City may result in assignment to another Department.

13. SPECIAL LEAVE13.1 Miscellaneous Leave With Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

13.2 Leave of Absence Without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave," Section 7.7.

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance. ~~and deferred compensation (IRS 457).~~

~~Effective the first pay period commencing on or after July 1, 2021, and following ratification and approval of this MOU, the City shall provide 1,100.00 per month ($550.00 paid for the 1st or 2nd~~

~~pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).~~

Effective the first pay period commencing on or after December 1, ~~2021~~2023, the City shall provide 1,350~~200~~.00 per month ($~~600~~675.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first pay period commencing on or after December 1, ~~2022~~2024, the City shall provide 1,~~250~~450.00 per month ($~~625~~725.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

~~New employees~~ Employees hired after July 1, 2021 ~~and who have not received an offer of employment prior to adoption of this MOU~~ electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City agrees to meet annually with SEIU prior to the City's Open Enrollment period to discuss any changes to the design of any health plans, including anticipated changes in premiums.

The City may reopen negotiations at any time during the term of the MOU to discuss options for medical plans outside of CalPERS.

14.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period in January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

14.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

14.~~3~~ 4 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.~~4~~ 5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

14.~~5~~ 6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1st to October 31st, the City will pay the annual fee and the enrolled monthly employee administrative fee. Should fewer than ten employees' Citywide sign-up for an FSA for the new plan year beginning November 1st of each Plan year, the City reserves the right to discontinue its participation in the Plan. The City shall provide a minimum of thirty (30) days' notice to the Union prior to the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

14.7State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Insurance Program (SDI) for represented General Unit Employees pursuant to applicable State regulations and the following provisions.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to SEIU classifications.

B. If the bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from the paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI questions, they will be required to contact and SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation, benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

   Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

   Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

   The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

   Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

   The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

~~Effective the first full pay period following adoption of this MOU, the City will cease paying any portion of the member's employee contribution to CalPERS.~~

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

For employees who are members of the City's 2.5% @ 55, Tier One (1) service retirement formula, the cost of the 8% employee contribution will be paid by the employee, through pre-tax payroll deduction.

For employees who are members of the City's 2.0% @ 55, Tier Two (2) service retirement formula, the cost of the 7% employee contribution will be paid by the employee, through pre-tax payroll deduction.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Union is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Union will be responsible for providing the names of the member and one alternate to the City.

16.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

16.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

16.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

16.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor

Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

16.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

16.7 Layoff Procedure

Layoff procedures were adopted by the City Council as a citywide effort to provide a means to determine which employees are to be demoted or laid off when a reduction in force occurs. Layoff procedures are not exclusive to any bargaining unit, and are referenced in the Santa Paula Municipal Code (SPMC) §33.12. The City agrees to meet with SEIU to discuss any changes in layoff procedures prior to amending §33.12 of the SPMC.

The City may, after such consultation with the affected Union and bargaining units as may be required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced that will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.

a. Definitions. These definitions apply for purposes of layoff, displacement and reemployment:

1. SENIORITY - CITY SERVICE ("City Seniority"). The total continuous service in regular or probationary City employment including all positions held in the City work force. City of Santa Paula Paid-Call Fire Service experience is excluded in calculating City Seniority.

2. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. ("Classification Seniority") The total period of time (does not need to be continuous) an employee has been in a particular classification as a regular or probationary employee.

3. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.

b. Notification.

1. Once the City has determined a preliminary plan for "Lay Off", the City will notify the affected Unions and bargaining units and the City of Santa Paula will meet to discuss the impact this proposed plan will have on bargaining unit employees.

2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective layoff date no less than fifteen (15) calendar days prior to the effective date. The City will provide a copy of the notice to the affected Union or bargaining unit via hand delivery or certified mail.

3. The written notice must inform the employee of applicable displacement and priority reemployment rights.

c. Reduction in Force. Once the classifications to be reduced have been identified, the reductions shall be by inverse seniority order within the groupings below in the following sequence:

1. Temporary employees in the identified classifications must be terminated.

2. Provisional employees in the identified classifications must be terminated.

3. Employees serving an initial probationary period in the identified classification must be terminated.

The Human Resources Manager must then determine the employee(s) to be laid off. Layoffs must be in the following order:

4. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff have had their merit increase withheld for reasons of "unsatisfactory" or "not effective" job performance.

5. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall "unsatisfactory" or "not effective" job performance evaluation (overall "not effective" is considered a summary rating of below 2.0 on evaluation form).

6. Regular employees with the least classification seniority.

7. If there are two or more employees to be laid off who have identical classification seniority, the order of layoff will be by City Seniority. If such City Seniority is also identical, layoff must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

d. Exceptions to Layoff Seniority: Whenever the Human Resources Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Manager may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.

e. Displacement Rights (Bumping):

1. Regular employees who are designated to be laid off and have held regular status in a previously held classification may demote into a vacant position or may displace employees in the previously held classification provided that the employee exercising the displacement privilege has greater City Seniority than the incumbent in the classification to which the employee is bumping and meets the current job requirements and any special skills required of the position. If the employee designated to be laid off has not held regular status in a previously held classification, then no displacement rights accrue to that individual.

2. Employees being displaced must be displaced in the same order as specified in Section c - Reduction in Force.

3. An employee must exercise displacement privileges within five (5) working days after receipt of a notice of layoff, by written notice to the Human Resources Manager. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.

f. Demotions in lieu of Layoff.

1. An employee designated for layoff must be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:

a. The employee requests or otherwise agrees to the demotion,
b. The employee meets the minimum qualifications of the lower position, and
c. The City Manager concurs with the proposed action.
d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request demotion into the Fire Department in a sworn position.
e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request demotion into the Police Department in a sworn position.

f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request demotion to the same position, the order of eligibility of demotion will be by City Seniority. If City Seniority is identical, demotion entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any

additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the base wage is within the range of the lower position. If this is not the case, the rate of pay must be within the salary range of the lower position which is closest to the rate of pay prior to demotion (see Rule 3.4(c) of the City's Personnel Rules and Regulations).

3. An employee must accept a demotion within five (5) working days after receipt of a notice of demotion, by written notice to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

g. Transfers in lieu of Layoff.

1. An employee designated for layoff must be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:

a. The employee requests or otherwise agrees to the transfer,
b. The employee meets the minimum qualifications of the position, and
c. The City Manager concurs with the proposed action.

d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request transfer into the Fire Department in a sworn position.

e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request transfer into the Police Department in a sworn position.
f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request transfer to the same position, the order of eligibility for transfer will be by City Seniority. If City Seniority is identical, transfer entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. Employees who are transferred will be paid at the base wage equal to the base wage prior to transfer.

3. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.

h. Reemployment List for Demoted Employees.

1. Employees who are demoted in lieu of layoff must have their names placed on a Reemployment List(s) for Demoted Employees. Employees must have their name placed on lists for classifications at the same or lower salary grade/range in the same classification series as the classification held at the time of the demotion or any classification in which the employee held regular status. Vacant positions within a classification series shall be first offered to employees on these lists.

2. Eligible employees will be placed on and selected off eligibility lists in the following order.

i. Employees with the greatest Classification Seniority. When the Classification Seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

i. Reemployment List For Laid Off Employees.

1. Employees who are laid off and who held regular status at the time of layoff must have their names placed on a Reemployment List for each classification in which they previously held regular status and for classifications at the same or lower salary grade/range for which they meet minimum qualifications. Vacant positions in such classifications will be offered to eligible on the Reemployment List who qualify for such vacancies after employees on the Reemployment List for Demoted Employees and prior to an open or promotional recruitment for the vacancy.

2. Eligible employees will be placed on and selected off the list in the following order:

i. Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

j. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists must extend for a period of one (1) year from the date of demotion or layoff. The reemployment list may be extended beyond one year based on the needs of the City as approved by the City Manager. Eligibles not responding to written notification of an opening within five (5) working days of receipt of notification must have their names removed from the Reemployment List. Eligible that refuse an offer of reemployment to the same classification (or equal classification) that they held at the time of layoff must have their names removed from the Reemployment List for that classification and all classifications at the same or lower salary grade/range. Once a person on a reemployment list is reinstated to a regular position as a result of his or her reemployment rights, his or her name will be removed from the reemployment list for the classification to which he or she was reinstated and from all reemployment lists for classifications at the same or lower salary range of the classification in which he or she was reinstated. A list outlining the person's status on all reemployment lists will be incorporated in the notice of the reemployment opportunity.

k. Restoration of Benefits Upon Reemployment Following a Reduction in Force. Upon reemployment following a reduction in force, an individual will have the following benefits restored:

1. Prior sick leave balances and accrual rate at time of layoff.

2. Classification Seniority at time of layoff for purposes of determining merit increases and future reduction in force. City Seniority at the time of layoff for purposes of determining vacation leave accruals and future reduction in force.

3. No probationary period will apply upon reemployment or reappointment, in the case of demoted or laid off employees, unless the employee has never held regular status within the classification series for the classification the employee is appointed to.

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l. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force must be made without impermissible consideration being given to an employee's race, color, religious belief, national origin/ancestry, ethnicity, gender, marital status, sexual orientation, age, disability (physical or mental), medical condition or union membership or lack thereof.

m. Due Process Procedures

1. Pre-Layoff Procedural Due Process

a.) A regular employee will be provided the following safeguards prior to the implementation of a lay off:

1. A written notice of the proposed lay off;
2. The reasons for the proposed lay off;
3. The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.

b.) The Department Head must consider the employee's oral and/or written response and may render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

If a regular employee believes the layoff is a pretext for discipline or in retaliation of protected activity, the employee has the right to request an appeal hearing with the Personnel Officer or his or her designee. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for the protected activity and not based upon grounds such as a lack of work or appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee. The Employee has the burden of proof on that issue.

16.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy. Drug and alcohol testing will be conducted to ensure compliance with the City's Drug and Alcohol Policy, Personnel Rules and Regulations, Section 2.5; the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing shall be performed using the standards approved by the U.S. Department of Transportation. Drug and alcohol testing is administered for pre-employment, random testing (required for City employees holding a Commercial Driver's License

(CDL) Class A or Class B and driving a Commercial Motor Vehicle (CMV) required by the

Omnibus Transportation Employee Testing Act of 1991 and for Safety Sensitive employees pursuant to the City's policy), reasonable suspicion, post-accident, return-to-duty and follow-up testing as outlined in Section 2.5 G of the Personnel Rules and Regulations.

18. CONCERTEDACTIVITIES

18.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

18.2 No Strike Clause

During the term of this MOU, it is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

18.3 Lockout

During the term of this MOU, the City agrees not to engage in any lockout.

18.4 Court Enforcement

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

19. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

20. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly

waives the right to meet and confer with respect to any subject explicitly addressed in this MOU.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Union in writing indicating the proposed change before it is implemented. If the Union requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Union does not request negotiations, the change may be implemented. If the Union does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Union of such changes as soon as practicable.

22. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, color, sex, national origin or other protected basis.

23. NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, or other factors not directly related to the successful performance of the job.

24. LIFE INSURANCE

The City agrees to provide bargaining unit employees with group term life insurance coverage of $100,000 for each employee and $5,000 for eligible dependents of each such employee.

24. TERM

This Agreement shall be in effect from July 1, ~~2021~~ 2023 through June 30, ~~2023~~2025. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (March 2nd) prior to the yearly anniversary date, to terminate or modify this Agreement

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Union membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager to the City Council for the period of the MOU except as mutually agreed upon by the Union and the City Manager.

FOR THE UNION (SEIU Local 721)

Aram Agdaian, SEIU Local 721
Chief Negotiator

~~Joe Byrum~~Annette Nino
~~Bargaining Team Member~~ Worksite Organizer

~~Frank Michl~~Joe Byrum

Bargaining Team Member

~~Michelle Tanaka~~Frank Michl
Bargaining Team Member

Martin Montelongo
Bargaining Team Member

FOR THE CITY OF SANTA PAULA

~~Roger Crawford~~Irma Rodriguez Moisa
Chief Negotiator

Lorena Alvarez
Human Resources Manager

~~Christy Ramirez~~

~~Finance Director~~

EXHIBIT "A"
POSITION CLASSIFICATION

300	**SEIU**
301	CUSTODIAN
302	CUST SERVICES REP
304	WATER DIST. OPERATOR I
305	LEAD PARK AND ABATEMENT SPECIALIST
307	ACCOUNTING SPECIALIST
309	ADMINISTRATIVE ASSISTANT
311	ANIMAL SERVICES COORDINATOR
313	SENIOR ADMINISTRATIVE ASST
314	WATER DISTRIBUTION OPERATOR II
315	MECHANIC I
318	WATER TREATMENT/PRODUCTION OPERATOR I
320	WATER TREATMENT/PRODUCTION OPERATOR II
321	WATER DISTRIBUTION OPERATOR III
322	LEAD WATER DISTRIBUTION OPERATOR
323	BUILDING INSPECTOR I
324	MECHANIC II
325	WATER DISTRIBUTION OPERATOR IV
326	BUILDING INSPECTOR II
328	ENGINEERING TECH/INSPEC
329	SENIOR ACCOUNTING TECHNICIAN
330	EQUIPMENT MAINT LEADWORKER
331	FACILITIES MAINT LEADWORKER
332	FACILITY MAINT WRK I (ENTRY)
333	FACILITY MAINT WRK II (JOURNEY)
334	MAINTENANCE WORKER I (ENTRY)
335	MAINTENANCE WORKER II (JOURNEY)
339	STREET MAINT LEADWORKER
340	WASTEWATER LEADWORKER
341	WASTEWTR COLL WORKER (ENTRY)
342	WASTEWTR COLL WRKR (JOURNEY)
343	COMMUNITY DEVELOPMENT TECHNICIAN

344 RECREATION PROGRAM COORDINATOR
345 PERMIT TECHNICIAN
346 ENGINEERING TECHNICIAN I
347 ENGINEERING TECHNICIAN II
350 WATER SERVICES OPERATOR I
351 WATER SERVICES OPEARTOR II
352 WATER SERVICES OPERATOR III
353 WATER SERVICES OPERATOR IV

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: 2023-2025 MEMORANDUM OF UNDERSTANDING WITH THE SUPERVISORY & PROFESSIONAL ASSOCIATION

Date: June 21, 2023

Agenda Item: 10.T

RECOMMENDATION:

(1) Approve Resolution No. 7462, approving the Memorandum of Understanding between the City of Santa Paula and the Supervisory & Professional Association for the period of July 1, 2023 through June 30, 2025.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Supervisory Professional Association (SPA) is due to expire on June 30, 2023. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the SPA towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The Supervisory & Professional membership ratified the tentative agreement on June 12, 2023. This action tonight, seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with Supervisory & Professional Association will expire on June 30, 2023. The City's negotiations team and the SPA representatives have reached a two-year agreement with a 9% cost-of-living adjustment (COLA) over the term of the agreement.

In recognition of the difficulty that the City has had during the term of the current MOU in recruiting and retaining talent for classifications identified in the Supervisory & Professional Association, in addition to the COLA's identified in this report, the City has agreed to a $3500 Retention Bonus over the term of the agreement.

The attached resolution implements the tentative agreement reached with Supervisory &

Professional Association.

Below are key items that have been negotiated:

- Term of the Agreement shall be from July 1, 2023 through June 30, 2025.
- Effective the first full pay period following July 1, 2023 ratification of this Agreement by SPA and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages or salaries, as applicable.
- Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages or salaries, as applicable.
- Retention Bonus: a $1500.00 Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City as of December 1, 2024.
- Phased Cafeteria increase from $1250.00 to $1450.00 over the term of the contract.
- City matching Deferred Compensation Plan contribution of up to 1% of the employee's base salary.
- Tuition Reimbursement Assistance increase from $2500.00 to $3000.00 per fiscal year.
- Uniform Allowance increase from $525.00 to $575.00 annually.
- Safety Boot Allowance increase from $225.00 to $250.00 annually.
- New Year's Eve has been added as a City Observed Holiday.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

OPTIONS:

1. Approve Resolution No. 7462, approving the Memorandum of Understanding between the City of Santa Paula and the Supervisory & Professional Association for the period of July 1, 2023 through June 30, 2025.
2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7462.doc
Exhibit A to Resolution No. 7462.doc
Redlined-MOU.pdf

RESOLUTION NO. 7462

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF SANTA PAULA AND THE SUPERVISORY AND PROFESSIONAL ASSOCIATION

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Supervisory & Professional Association, a duly recognized employee organization representing the City of Santa Paula's Supervisory & Professional employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours and the terms and conditions of employment for contract years 2023-2025.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2023-2025 between the City of Santa Paula and the Supervisory & Professional Association. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, AND ADOPTED, this 21th day of June, 2023.

_____

Andy Sobel, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Dan Singer, City Manager

MEMORANDUM OF UNDERSTANDING
SUPERVISORY & PROFESSIONAL ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and the Management: Supervisory & Professional Association, hereinafter designated "Association" or "Unit".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment for the employees in said Association; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the Association for the contract year 2023 - 2025, commencing July 1, 2023, and continuing through June 30, 2025.

UNDERSTANDING AND AGREEMENTS

The following understanding and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Management: Supervisory & Professional Association as represented by Association which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that the Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Association Release Time

Supervisory & Professional Association designated members (maximum of 3) shall be allowed to utilize a cumulative total of twenty (20) hours per fiscal year of release time without loss of compensation or other benefits for Association business including, but not limited to meeting and conferring with representatives of the City on matters within the scope of representation. Release time shall be granted subject to minimum staffing requirements of the Department and is subject to Department Head or designee approval. When possible a seven (7) day advance notice shall be given to the Department Head or designee.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the

Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

Effective the first full pay period following July 1, 2023 ratification of this Agreement by the Supervisory & Professional Association and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages/salaries.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages/salaries.

In addition, a $1500.00 Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City as of December 1, 2024. These bonuses are not added to base salary and are not PERSable compensation.

4.1 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's anniversary date.

4.3 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.5 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half (1 ½) times the employee's regular rate of pay to the nearest quarter hour.

4.6 Direct Deposit

All employees are required to use direct deposit in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of one hundred sixty-eight (168) consecutive hours, seven (7) consecutive twenty four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (forty (40) hour work week) work schedule is eight (8) hours of work within a period not to exceed nine (9), consecutive hours, interrupted by a lunch break of no less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of no less than one-half (½) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed eleven (11) hours, interrupted by a lunch break of no less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Association members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8:00 a.m. and end at 5:00 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 work schedule.

6. OVERTIME

6.1 Overtime Definition

Non-exempt employees are eligible for overtime compensation. Overtime is defined as all hours worked in excess of an employee's regularly scheduled forty-hour workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off, compensatory time off, vacation leave, jury duty, bereavement leave, sick leave and leave without pay. Holiday hours will be considered "hours worked" for purposes of eligibility for calculating overtime.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time for compensatory time off, vacation leave, jury duty, bereavement leave, sick leave and leave without pay for the purpose of calculating eligibility for compensatory time. A maximum of forty hours of compensatory time may be accrued in a calendar year.

6.2 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.4 Callback

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two (2) hours pay" includes all call backs occurring within the two (2) hour minimum period; therefore, the "minimum of two (2) hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

The City has the exclusive right to determine the need for call back and the time of call back.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m. will be paid a shift differential at a rate of five percent (5%) above his or her current base step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers' compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following eighty (80) consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding twelve (12) months, and there are at least seven (7) consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent (5%) greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to three thousand dollars ($3,000) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform and Equipment Allowance

Effective the first full pay period following adoption of the Agreement by the City Council, Classifications that are required to have and maintain a uniform and shall receive an allowance in the amount of $22.12 bi-weekly ($575.00 annually). Uniform allowance is to be used exclusively for the purchase of trousers and maintenance of uniforms (laundry, repairs, etc). Unit employees must abide by department uniform standards when purchasing

trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed five (5) shirts in a fiscal year. Repair and/or replacement of uniforms and equipment damaged as a result of negligence or wear. The Department Head or designee will make a complete investigation of each incident and will submit findings and recommendations, including recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.2.1 City Contribution–Safety Glasses

All represented employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of three hundred dollars ($300.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Represented employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head or designee for approval.

8.2.2 City Contribution–Safety Boots

All represented employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of two hundred and fifty dollars ($250.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head or designee for approval. The following positions currently receive safety boot allotment: Fleet Supervisor and Parks and Facilities Supervisor.

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive ($780) per year, thirty dollars ($30) per pay period.

8.4 Emergency Disasters

Employees will be required to mark “overtime” versus “comp time” on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

8.5 Certificates and Licenses:

The City shall pay for the initial examination and renewal of the following certificates, licenses or endorsements on a reimbursement basis upon receipt of original certificates and licenses, or endorsement:

A. Arborist

9. HOLIDAYS

9.1 Holiday Listing

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours of paid straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used for holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, non-exempt unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. Employees would not have the option of working when the City was closed for a holiday if they did not have any leave time available. The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31
Two (2) floating holidays

New Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at nine (9) hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first (1st) day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the two hundred forty (280) hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Administrative/Compensatory Time/Vacation Leave Buyback

Unit employees may buyback vacation, compensatory time and/or administrative leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

In order to be eligible to buyback vacation, compensatory time, and/or administrative leave, employees must meet the following criteria:

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Employees may use their accumulated sick leave immediately after it has been earned.

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

Employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.1.4 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, admin leave and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than forty (40) hours.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer

or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.5 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.6 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.7 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. ADMINISTRATIVE LEAVE

Exempt Unit employees (not eligible for overtime) shall receive an Administrative Leave bank bi-annually for a total of sixty (62) hours per calendar year, and may carry a maximum of 24 hours into the following calendar year. Eligible Unit employees will receive an admin leave bank of 31 hours each year on January 1st and July 1st. Administrative leave has no cash value and is not paid out to terminating employees.

13. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

13.1 Modified Duty

City and Association agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Section 3.4F. After a review of the doctor's release to return to work, the

employee's capabilities and the needs of the City may result in assignment to another Department.

14. SPECIAL LEAVE

14.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

14.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves. Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

14.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave, Section 7.7".

15. BENEFITS AND INSURANCE

15.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2023, the City shall provide $1350 per month ($675.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December 2024, the City shall provide $1450 per month ($725.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

Employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

15.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

15.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first (1st) of the month following date of employment. Deductions for benefits shall be made one (1) month in advance for which coverage is provided.

15.4 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

15.5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

15.6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the following two (2) options within the Section 125 Plan at the conclusion of the Plan year on October 31st, if there is insufficient City-wide employee participation to break even on administrative costs: 1) the optional dependent care assistance program and 2) the health care reimbursement plan. In the current FSA Plan year, the City will pay the annual fee and the monthly employee administrative fee for these two (2) options. Should fewer than ten (10) employee's Citywide sign-up for these two (2) options for the new Plan year beginning November 1st. The City reserves the right to discontinue its participation in the optional dependent care assistance program and health care reimbursement plan portion of the Section 125 Plan.

15.7 State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Program (SDI) for represented Unit employees pursuant to applicable State Regulations and the following provisions, within 90 days of the adoption of this Agreement.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to Supervisory & Professional Association classifications.

B. If the bargaining unit chooses to withdraw from SDI after required two (2) years, membership must present a majority petition indication such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI question, they will be required to contact SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15.8 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Association employees at City expense.

15.9 Life Insurance

The City provides group term life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

16. RETIREMENT

16.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA).

Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA.

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution.

17. WORKING CONDITIONS

17.1 Safe Working Conditions/General Safety Committee

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Association is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

17.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

17.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

17.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

17.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary

period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

17.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

17.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of three (3) working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the third (3rd) business day of the "cooling off" period. An employee who timely rescinds his or her resignation during the "cooling off" period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17.9 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general administrative matters.

18. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

19. CONCERTED ACTIVITIES

19.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

19.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the

operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Association or by its officers, agents or members. The Association agrees that neither the Association nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

19.3 Lockout

The City agrees not to engage in any lockout.

19.4 Court Enforcement

Furthermore, the Association and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

20. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

21. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

22. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

It is recognized that during the term of this agreement, it may be necessary for the City to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When the City finds it necessary to make such changes, it shall notify the Association in writing indicating the proposed change before it is implemented. If the Association requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Association does not request negotiations, the change may be implemented. If the Association does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit City's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, City will notify the Association of such changes as soon as practicable.

23. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin or other protected basis.

24. TERM

This Agreement shall be in effect from July 1, 2023 through June 30, 2025. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (April 1st) prior to the yearly anniversary date, to terminate or modify this Agreement. The City and the Management: Supervisory & Professional Association both agree to initiate labor negotiations three months prior to the expiration date of the contract.

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Association membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Association or the City Manager to the City Council for the period of the MOU, except as mutually agreed upon by the Association and the City Manager.

SUPERVISORY & PROFESSIONAL ASSOCIATION	CITY OF SANTA PAULA
_____	_____
Ruth Juanes	Irma Rodriguez Moisa Chief Negotiator
_____	_____
Ulises Valenzuela	Lorena Alvarez Human Resources Manager
_____	
Kate Watkins	

Supervisory and Professional Association

Position Classifications:

Number/Position Title
250 - Supervisory & Professional

268 - Accountant
275 - Administrative Analyst I
280 - Administrative Analyst II
258 - Assistant Planner
263 - Associate Planner
259 - Engineering Tech Sr.
278 – Fleet Supervisor
265 - Management Analyst
274 - Records Supervisor
276 – Recreation Supervisor
277 – Parks & Facilities Supervisor
279 – Streets Supervisor
281 – Associate Engineer
282 – Emergency Services Coordinator
283 - City Clerk

MEMORANDUM OF UNDERSTANDING
SUPERVISORY & PROFESSIONAL ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and the Management: Supervisory & Professional Association, hereinafter designated "Association" or "Unit".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment for the employees in said Association; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the Association for the contract year ~~2021~~ 2023 - ~~2023~~2025, commencing July 1, ~~2021~~2023, and continuing through June 30, ~~2023~~2025.

UNDERSTANDING AND AGREEMENTS

The following understanding and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Management: Supervisory & Professional Association as represented by Association which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that the Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Association Release Time

Supervisory & Professional Association designated members (maximum of 3) shall be allowed to utilize a cumulative total of twenty (20) hours per fiscal year of release time without loss of compensation or other benefits for Association business including, but not limited to meeting and conferring with representatives of the City on matters within the scope of representation. Release time shall be granted subject to minimum staffing requirements of the Department and is subject to Department Head or designee approval. When possible a seven (7) day advance notice shall be given to the Department Head or designee.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the

Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

Effective the first full pay period following July 1, 2023 ratification of this Agreement by the Supervisory & Professional Association and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages/salaries.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent -(4%) cost of living adjustment to base wages/salaries.

In addition, a $1500.00 Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City as of December 1, 2024. These bonuses are not added to base salary and are not PERSable compensation.

~~Having met and conferred in good faith the parties agree to extend the term of their Agreement to June 30, 2023.~~

~~Effective the first full pay period following adoption of the Agreement by the City Council, the City will provide a Cost of Living Adjustment (COLA) of 2% for unit members.~~

~~In addition, all employees will receive one-time lump sum payment equivalent to a 2% base salary increase, prorated over the months that they were employed between March 1, 2020 through February 28, 2021.~~

~~In addition, all employees will receive $500 contribution to their deferred compensation account. If the City is unable to make this $500 contribution to an employee's deferred compensation account, then the City will make a payment in the equivalent amount to the employee.~~

~~Effective the first full pay period commencing on or after July 1, 2022, the City will provide a Cost of Living Adjustment (COLA) of 2.5% for unit members.~~

4.1 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's anniversary date.

4.3 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.5 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half (1 ½) times the employee's regular rate of pay to the nearest quarter hour.

4.6 Direct Deposit

All employees are required to use direct deposit in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of one hundred sixty-eight (168) consecutive hours, seven (7) consecutive twenty--four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (forty (40) hour work week) work schedule is eight (8) hours of work within a period not to exceed nine (9), consecutive hours, interrupted by a lunch break of not less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (½) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed eleven (11) hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work

week in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Association members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8:00 a.m. and end at 5:00 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 work schedule.

6. OVERTIME

6.1 Overtime Definition

Non-exempt employees are eligible for overtime compensation. Overtime is defined as all hours worked in excess of an employee's regularly scheduled ~~workday or~~ forty-hour workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off ~~for~~,

compensatory time off, vacation leave, jury duty,, ~~and~~ bereavement leave, sick leave ~~or~~ and leave without pay. Holiday hours will be considered "hours worked" for purposes of eligibility for calculating overtime.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time ~~off~~ for compensatory time off, vacation leave, jury duty ~~and~~, bereavement leave, sick leave ~~or~~ and leave without pay for the purpose of calculating eligibility for compensatory time. A maximum of forty hours of compensatory time may be accrued in a calendar year.

6.2 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.4 Callback

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two (2) hours pay" includes all call backs occurring within the two (2) hour minimum period; therefore the "minimum of two (2) hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

The City has the exclusive right to determine the need for call back and the time of call back.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m. will be paid a shift differential at a rate of five percent (5%) above his or her current base step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers' compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following eighty (80) consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding twelve (12) months, and there are at least seven (7) consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent (5%) greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to ~~two thousand, five hundred~~three thousand dollars ($~~2,500~~3,000) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform and Equipment Allowance

Effective the first full pay period following adoption of the Agreement by the City Council, Classifications that are required to have and maintain a uniform and shall receive an allowance in the amount of $~~19.23~~22.12 bi-weekly ($~~500~~575.00 annually). ~~Effective the first full pay period commencing on or after July 1, 2022 the allowance will increase to $20.19 bi-weekly ($525.00 annually).~~ Uniform allowance is to be used exclusively for the purchase of trousers and maintenance of uniforms (laundry, repairs, etc). Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed five (5) shirts in a fiscal year. Repair and/or replacement of uniforms and equipment damaged as a result of negligence or wear. The Department Head or designee will make a complete investigation of each incident and will submit findings and recommendations, including recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.2.1 City Contribution–Safety Glasses

All represented employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of three hundred dollars ($300.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Represented employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head or designee for approval.

8.2.2 City Contribution–Safety Boots

All represented employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of two hundred ~~twenty-five~~and fifty dollars ($~~225~~250.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head or designee for approval. The following positions currently receive safety boot allotment: Fleet Supervisor and Parks and Facilities Supervisor.

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive ($780) per year, thirty dollars ($30) per pay period.

8.4 Emergency Disasters

Employees will be required to mark “overtime” versus “comp time” on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

8.5 Certificates and Licenses:

The City shall pay for the initial examination and renewal of the following certificates, licenses or endorsements on a reimbursement basis upon receipt of original certificates and licenses, or endorsement:

A. Arborist

9. HOLIDAYS

9.1 Holiday Listing

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours of paid straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of ~~sixty-three~~seventy-two (~~63~~72) hours paid at straight time to be used for holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is ~~gained~~ obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, non-exempt unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. ~~If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed.~~
Employees would not have the option of working when the City was closed for a holiday if they did not have any leave time available. The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31
Two (2) floating holidays

New Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at nine (9) hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

~~The City will grant 4.5 hours off on New Year's Eve afternoon to employees who are scheduled to work on that day, when this holiday falls on regularly scheduled work days. The City will not grant these hours to employees who are in a leave status. These hours are not part of the Holiday Bank and cannot be carried over to another work day. The intent is to close the City and give employees who actually worked the first 4.5 hours of the day the afternoon off to spend with their families. Such time off will be granted only on those half days when otherwise required to work, allowing staff to leave early if it is a workday, not carry over to another day.~~

10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours~~. Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment~~. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	~~168~~ 180 hours
~~Twenty-two years:~~	~~176 hours~~
~~Twenty-three year:~~	~~184 hours~~
~~Twenty-four years:~~	~~192 hours~~
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form

provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first (1st) day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the two hundred forty (280) hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Administrative/Compensatory Time/Vacation Leave Buyback

Unit employees may buyback vacation, compensatory time~~p~~ and/or administrative leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

In order to be eligible to buyback vacation, compensatory time, and/or administrative leave, employees must meet the following criteria:

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Employees may use their accumulated sick leave immediately after it has been earned.

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City

may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

Employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.1.4 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, admin leave and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than forty (40) hours.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.5 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.6 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.7 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. ADMINISTRATIVE LEAVE

Exempt Unit employees (not eligible for overtime) shall receive an Administrative Leave bank bi-annually for a total of sixty (62) hours per calendar year, and may carry a maximum of 24 hours into the following calendar year. Eligible Unit employees will receive an admin leave bank of 31 hours each year on January 1st and July 1st. Administrative leave has no cash value and is not paid out to terminating employees.

13. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use

of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

13.1 Modified Duty

City and Association agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Section 3.4F. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

14. SPECIAL LEAVE

14.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

14.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves. Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

14.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave, Section 7.7".

15. BENEFITS AND INSURANCE

15.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance. ~~and deferred compensation (IRS 457).~~

~~Effective the first full pay period following adoption of the Agreement by the City Council, the City shall provide $1100.00 per month ($550.00 paid for the 1st and 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).~~

Effective the first full pay period of December ~~2021~~2023, the City shall provide $~~1150~~ 1350 per month ($6~~5~~75.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December ~~2022~~2024, the City shall provide $~~1250~~ 1450 per month ($~~625~~725.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

~~New employees~~Employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

15.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base

salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

15.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first (1st) of the month following date of employment. Deductions for benefits shall be made one (1) month in advance for which coverage is provided.

15.~~3~~4 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

15.~~4~~5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

15.~~5~~6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the following two (2) options within the Section 125 Plan at the conclusion of the Plan year on October 31st, if there is insufficient City-wide employee participation to break even on administrative costs: 1) the optional dependent care assistance program and 2) the health care reimbursement plan. In the current FSA Plan year, the City will pay the annual fee and the monthly employee administrative fee for these two (2) options. Should fewer than ten (10) employee's Citywide sign-up for these two (2) options for the new Plan year beginning November 1st. The City reserves the right to discontinue its participation in the optional dependent care assistance program and health care reimbursement plan portion of the Section 125 Plan.

15.~~6~~7 State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Program (SDI) for represented Unit employees pursuant to applicable State Regulations and the following provisions, within 90 days of the adoption of this Agreement.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to Supervisory & Professional Association classifications.

B. If the bargaining unit chooses to withdraw from SDI after required two (2) years, membership must present a majority petition indication such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI question, they will be required to contact SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15.~~6~~8 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Association employees at City expense.

15.~~7~~9 Life Insurance

The City provides group term life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

16. RETIREMENT

16.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA).

Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA.

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution.

17. WORKING CONDITIONS

17.1 Safe Working Conditions/General Safety Committee

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Association is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

17.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

17.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

17.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

17.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

17.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

17.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of three (3) working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the third (3rd) business day of the "cooling off" period. An employee who timely rescinds his or her resignation during the "cooling off" period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17.9 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general administrative matters.

18. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

19. CONCERTED ACTIVITIES

19.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

19.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Association or by its officers, agents or members. The Association agrees that neither the Association nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

19.3 Lockout

The City agrees not to engage in any lockout.

19.4 Court Enforcement

Furthermore, the Association and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

20. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

21. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

22. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

It is recognized that during the term of this agreement, it may be necessary for the City to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When the City finds it necessary to make such changes, it shall notify the Association in writing indicating the proposed change before it is implemented. If the Association requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Association does not request negotiations, the change may be implemented. If the Association does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit City's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, City will notify the Association of such changes as soon as practicable.

23. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin or other protected basis.

24. TERM

This Agreement shall be in effect from July 1, ~~2021~~ 2023 through June 30, ~~2023~~2025. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (April 1st) prior to the yearly anniversary date, to terminate or modify this Agreement. The City and the Management: Supervisory & Professional Association both agree to initiate labor negotiations three months prior to the expiration date of the contract.

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Association membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Association or the City Manager to the City Council for the period of the MOU, except as mutually agreed upon by the Association and the City Manager.

SUPERVISORY & PROFESSIONAL ASSOCIATION	CITY OF SANTA PAULA
_____	_____
Ruth Juanes	Irma Rodriguez Moisa Chief Negotiator

Ulises Valenzuela

Lorena Alvarez
Human Resources Manager

Kate Watkins

Supervisory and Professional Association

Position Classifications:

Number/Position Title
250 - Supervisory & Professional

268 - Accountant
275 - Administrative Analyst I
280 - Administrative Analyst II
258 - Assistant Planner
263 - Associate Planner
259 - Engineering Tech Sr.
278 – Fleet Supervisor
265 - Management Analyst
274 - Records Supervisor
276 – Recreation Supervisor
277 – Parks & Facilities Supervisor
279 – Streets Supervisor

281 – Associate Engineer
282 – Emergency Services Coordinator
283 - City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: MEMORANDUM OF UNDERSTANDING WITH THE MID-MANAGEMENT ASSOCIATION

Date: June 21, 2023

Agenda Item: 10.U

RECOMMENDATION:

(1) Approve Resolution No. 7461, approving the Memorandum of Understanding between the City of Santa Paula and the Mid-Management Association for the period of July 1, 2023 through June 30, 2025.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Mid-Management Association (MMA) is due to expire on June 30, 2023. In compliance with the Meyers-Milias Brown Act (MMA), the City negotiations team commenced negotiations with the MMA towards a successor MOU and have been meeting and conferring in good faith regarding compensation, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The Mid-Management membership ratified the tentative agreement on June 13, 2023. This action tonight seeks City Council approval of the terms and conditions negotiated and stated in the proposed MOU.

ANALYSIS:

The current Memorandum of Understanding (MOU) with the Mid-Management Association will expire on June 30, 2023. The City's negotiations team and the MMA representatives have reached a two-year agreement with a 9% cost of living adjustment (COLA) over the term of the agreement.

In recognition of the difficulty that the City has had during the term of the current MOU in recruiting and retaining talent for classifications identified in the Mid-Management Association, the City has agreed to a $3500 Retention Bonus over the term of the agreement in addition to the agreed upon COLA's as specified in the key items below.

The attached resolution implements the tentative agreement reached with the Mid-

Management Association.

Below are key items that have been negotiated:

- Term of the Agreement shall be from July 1, 2023 through June 30, 2025.
- Effective the first full pay period following July 1, 2023 ratification of this Agreement by MMA and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5%) cost of living adjustment to base salaries.
- Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base salaries.
- Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City as of December 1, 2024.
- Phased Cafeteria increase from $1250.00 to $1450.00 over the term of the contract.
- City matching Deferred Compensation Plan contribution of up to 1% of the employee's base salary.
- Tuition Reimbursement Assistance increase from $2500.00 to $3000.00 a fiscal year.
- Bilingual Pay increase from $30.00 to $50.00 per pay period.
- Safety Boot Allowance increase from $225.00 to $250.00 annually.
- New Year's Eve has been added as a City Observed Holiday.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

OPTIONS:

1. Approve Resolution No. 7461, approving the Memorandum of Understanding between the City of Santa Paula and the Mid-Management Association for the period of July 1, 2023 through June 30, 2025.
2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7461.doc
Exhibit A to Resolution No. 7461.docx
Redlined.pdf

RESOLUTION NO. 7461

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF SANTA PAULA AND THE MID MANAGEMENT ASSOCIATION

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Mid Management Association, a duly recognized employee organization representing the City of Santa Paula's Mid Management employees, met and conferred in good faith and fully communicated and exchanged information concerning salaries, hours and the terms and conditions of employment for contract years 2023-2025.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2023-2025 between the City of Santa Paula and the Mid Management Association. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, AND ADOPTED, this 21th day of June, 2023.

_____

Andy Sobel, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Dan Singer, City Manager

MEMORANDUM OF UNDERSTANDING

MID-MANAGEMENT ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milas Brown Act (Government Code Section 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City", and the Mid-Management Association, hereinafter designated "Association".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2023-2025 commencing July 1, 2023 and concluding June 30, 2025.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Mid-Management Association, as represented by the Association, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental, or physical disability, and/or any other category protected by federal or state law.

2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part

of the new orientation process. The Association will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

Effective the first full pay period following July 1, 2023 ratification of this Agreement by the Mid-Management Association and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base salaries.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four (4%) cost of living adjustment to base salaries.

In addition, a $1,500.00 Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2,000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City as of December 1, 2024. These bonuses are not added to base salary and are not PERSable compensation.

4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's salary anniversary date.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this resolution. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.5 Employment Status

In accordance with the Fair Labor Standards Act, all Mid-Management employees are designated as exempt from the provisions of the Act and are not eligible for overtime compensation except in the limited circumstances for Police Commander and Assistant Fire Chief, as specified below.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty-four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (40-hour work week) work schedule is eight (8) hours of work within a period not to exceed (9), consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Resolution and except for bona fide emergencies, such schedules shall not be altered without consulting with unrepresented Mid-Management employees. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Flex time may not be used to supplement or replace holiday leave pay.

Police Commander Only: The daily schedule is an eight (8) hour work schedule (40 hour work week) inclusive of breaks and a one half (1/2) hour meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Rest Period

One (1) fifteen (15) minute rest break with pay shall be provided to Mid-Management for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

5.6 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

5.7 Time Between Shifts

Police personnel covered under this agreement shall have a minimum of 8 hours between assigned shifts with a maximum of 18 hours of work per shift except under emergency conditions or pre-approval by management.

5.8 Reopener for 4/10 Work Schedule

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 working schedule.

5.9 Working In a Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

6 BENEFITS AND INSURANCE

6.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each Mid-Management employee to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2023, the City shall provide $1,350.00 per month ($675.00 paid for the 1st and 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December 2024, the City shall provide $1,450.00 per month ($725.00paid for the 1st and 2nd pay period each month)) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the

premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City will grant a reopener on the amount of the monthly cafeteria benefit contribution should the City's SEIU Local 721 employees receive an increase in their cafeteria benefit during the term of the agreement.

6.1.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

6.1.3 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

6.1.4 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

6.2 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. In each current FSA Plan year, November 1st to October 31st , the City will pay the annual fee and the per enrolled employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation its participation in the optional dependent care assistance program and health care reimbursement plan portion of the section 125 plan.

6.3 City Matching Contribution to Deferred Compensation Plan

The City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example,

if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

6.4 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

6.5 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Mid-Management employees at City expense**.**

7 RETIREMENT

7.1 Public Employees' Retirement System

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A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic "Safety" members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the

2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

1. Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

7.2 Contribution to PERS

All safety and miscellaneous "classic" members will pay the full member contribution.

All safety and miscellaneous "new" members will pay one-half the normal cost, as determined by CalPERS.

8 OTHER COMPENSATION AND BENEFITS

8.1 Bilingual Pay

Employees may be eligible to receive bilingual pay of $50.00 per pay period ($1,300.00 per year). Employee eligibility will be determined by the Department Director based on the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish or any other language including but not limited to sign language. The program is one of the many ways our City Council encourages employees to provide the best customer service possible to our community. The City has determined that all classifications in this bargaining unit as of June 2023 are eligible for bilingual pay."

8.2 Education Tuition Assistance

Tuition reimbursement may be made up to three thousand dollars ($3,000.00) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize

employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2.1 Education Incentive-Police Commander

To receive a five (5%) salary adjustment above the regular base salary level, a Police Commander must have either: 1) Bachelor of Arts/Science Degree in Police Science or related field or 2) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Supervisory Certificate. To receive an eight percent (8%) salary adjustment above the regular base salary, a Police Commander must have 1) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Management Certificate or 2) Master's degree. To receive an educational incentive, a Police Commander is required to present the original certificate or diploma or other substantiating records to Human Resources Department for verification.

8.3 City Vehicle Usage

The City will assign “Take-Home” vehicles for Safety positions, the Chief Building Official, and Water Superintendent, to be used in the course of the performance of official duties and as authorized by the City Manager.

8.4 Car Allowance

The Assistant Finance Director, Assistant Public Works Director, and the Planning and Economic Development Manager will receive a car allowance of $175.00 per month.

8.5 Uniform and Equipment Allowance

The City selects and purchases uniforms and equipment for employees that are required to wear uniforms. Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. The employee will be responsible for the cost of repair and/or replacement of uniforms and equipment damaged as a result of negligence. The Department Director or his or her designee will make a complete investigation of each incident and will submit findings and recommendations, including the recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.51 Uniform and Equipment Allowance (Police)

The City will provide a uniform allowance for the position of Police Commander which will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $65.39/bi-weekly ($1,700.14/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Police Chief or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The City will provide safety vests for all sworn employees. All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

8.5.2 City Contribution-Safety Glasses

All Mid-Management employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of two hundred fifty dollars ($250.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Mid-Management employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.5.3 City Contribution-Safety Boots

All Mid-Management employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of two hundred and fifty dollars ($250.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All Mid-Management employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval.

8.6 Outside Detail Overtime

Police: It is recognized that in police work, unanticipated demands may occasionally result in the need to work excess hours that exceed those routinely worked in a management level position. Therefore, overtime may be authorized by the Chief of Police, on an exception only basis, for hours worked beyond the normal workweek in order to manage extreme emergencies, critical short-notice Watch Commander duties, or major incidents that require an inordinate amount of time and attention to complete the assignment. Requests for overtime must be authorized in advance. The Police Commander position is eligible to sign up for Special Contract Details or other special events that are funded by an outside source. Movie detail is to be paid at double time.

8.7 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.8 Emergency Disasters

Personnel who routinely respond to emergencies will be reimbursed portal to portal for time committed to the incident. Personnel will be compensated at 1 ½ time rate over there normal shift for all emergency incidents, and will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9 HOLIDAYS

On January 1st of each year, unit employees will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year, each confidential employee will receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used exclusively for City observed holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay.

Employees would not have the option of working when the City was closed for a holiday if they did not have any leave time available. The following days are considered holidays:

New Year's Day -January 1
Martin Luther King Day -Third Monday in January
Presidents' Day -Third Monday in February
Memorial Day -Last Monday in May
Independence Day -July 4
Labor Day -First Monday in September
Veteran's Day-November 11th

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day -December 25
New Year's Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10 VACATION ENTITLEMENT

10.1 Vacation Leave

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen years, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 GENERAL PROVISIONS

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280-hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Effects of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.4 Administrative / Vacation Leave Buyback

Unit employees may buyback vacation and/or admin leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11 SICK LEAVE

11.1 General Provisions

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.1.3 Usage

Employees may use their accumulated sick leave immediately after it has been earned. Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

In addition to the sick leave usage allowed by City Personnel Rules, employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.
2. Exposure of the employee to a contagious disease.
3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.
4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.
5. Other reasons as approved by the Personnel Officer or designee.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than 40.0 hours.
2. All such transfers shall be approved by the Personnel Officer or his/her designee.
3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for

which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations**.**

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave:

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits:

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

11.9 Sick Leave Pay Off

Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

12 INDUSTRIAL ACCIDENT LEAVE

12.1 Industrial Accident Leave

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar

days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a 'doctor of his/her choice.

12.1.2 Injury Leave (Police and Fire)

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement or fire duties, he or she will receive compensation as provided under the State Worker's Compensation Act. Such employee will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such employee for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, or his designee, who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the Department Head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures.

Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13 SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter;
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave may be exhausted. Sick leave accruals may not be used for non-medical leaves. Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Administrative Leave

All Unit employees shall accrue administrative leave at the rate of sixty-two (62) hours per calendar year. Effective January 1, 2018, on January 1st of each year and on July 1st of each year, unit personnel will receive an Administrative Leave Bank of thirty-one (31) hours paid at straight time to be used for Administrative Leave. Employees may accumulate a maximum of sixty-two (62)

hours per calendar year, and a maximum of twenty-four (24) hours may be carried into the following calendar year. There shall be no proration of this leave benefit. Administrative leave has no cash value and is not paid out to terminating employees.

14 WORKING CONDITIONS

14.2 Drug and Alcohol Testing

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

14.3 Orientation Period

With the exception of Public Safety employees, the orientation period of newly hired employees shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City. The orientation period of Public Safety employees is one year, as with regular sworn police and fire employees.

14.4 Layoff Procedure

Until such time as the parties have met regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

14.5 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off'" period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

14.6 Grievance

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

14.7 Disciplinary Action

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

14.8 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

14.9 Safe Working Conditions

The City shall provide safe working conditions for all Mid-Management as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee.

14.9.1 Work Site Safety Practices

Mid-Management shall cooperate with management in maintaining good work site safety practices in all facilities.

14.9.2 Reporting Unsafe Conditions

Mid-Management shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

14.9.3 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

15 COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this agreement, notwithstanding any other provisions of laws to the contrary, or as provided for in this agreement.

16 SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of

this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

17 NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

18 TERM

This Agreement shall be in effect from July 1, 2023 through June 30, 2025. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

19 FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Association or the City Manager for the period July 1, 2023 through June 30, 2025, except as provided for in this agreement.

MID-MANAGEMENT ASSOCIATION NEGOTIATING TEAM

CITY OF SANTA PAULA NEGOTIATING TEAM

Beatriz Jimenez
Assistant Finance Director

Irma Rodriguez Moisa
Chief Negotiator

Francisco Ramirez-Almazan
Water Operations Superintendent

Lorena Alvarez
Human Resources Manager

Tom Tarantino
Planning and Economic Development Manager

Job Class	Position Title
200	**Mid-Management**
202	Assistant Finance Director
205	Police Commander
207	Assistant Public Works Director
208	Chief Building Official
214	Planning and Economic Development Manager
215	Water Operations Superintendent

MEMORANDUM OF UNDERSTANDING

MID-MANAGEMENT ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milas Brown Act (Government Code Section 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City", and the Mid-Management Association, hereinafter designated "Association".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year ~~2021~~ 2023-2025 commencing July 1, ~~2021~~2023 and concluding June 30, ~~2023~~2025.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Mid-Management Association, as represented by the Association, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental, or physical disability, and/or any other category protected by federal or state law.

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2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

~~Having met and conferred in good faith the parties agree to extend the term of their Agreement to June 30, 2023.~~

~~1.~~ Effective the first full pay period following July 1, 2023 ratification of this Agreement by the ~~Supervisory & Professional~~ Mid-Management Association and adoption of the Agreement by the City Council, ~~the City will provide~~Unit employees shall receive a ~~Cost~~five percent (5.0%) cost of ~~Living Adjustment (COLA) of 2% for unit members~~living adjustment to base salaries.

Effective the first full pay period ~~commencing on or after~~following July 1, ~~2021,~~2024, Unit employees shall receive a four ~~and~~ (4%) cost of living adjustment to base salaries.

~~2.~~ In addition, a $1,500.00 Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2,000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City ~~will provide a Cost~~as of ~~Living Adjustment (COLA) of 2.5% for unit members~~December 1, 2024. These bonuses are not added to base salary and are not PERSable compensation.

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4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's salary anniversary

date.

4.4 Salary Schedule

Salary ranges effective during the period of this agreement shall be set forth in Exhibit "A" herein.

4.5 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this resolution. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.6 Employment Status

In accordance with the Fair Labor Standards Act, all Mid-Management employees are designated as exempt from the provisions of the Act and are not eligible for overtime compensation except in the limited circumstances for Police Commander and Assistant Fire Chief, as specified below.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty–four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (40–hour work week) work schedule is eight (8) hours of work within a period not to exceed (9), consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Resolution and except for bona fide emergencies, such schedules shall not be altered without consulting with unrepresented Mid-Management employees. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Exempt employees must take all flex hours off within the eighty (80) hour work period in

which the variable hours are worked. Flex time may not be used to supplement or replace holiday leave pay.

Police Commander Only: The daily schedule is an eight (8) hour work schedule (40 hour work week) inclusive of breaks and a one half (1/2) hour meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Rest Period

One (1) fifteen (15) minute rest break with pay shall be provided to Mid-Management for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

5.6 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift

differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

5.7 Time Between Shifts

Police personnel covered under this agreement shall have a minimum of 8 hours between assigned shifts with a maximum of 18 hours of work per shift except under emergency conditions or pre-approval by management.

5.8 Reopener for 4/10 Work Schedule

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 working schedule.

5.9 Working In a Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

6 BENEFITS AND INSURANCE

6.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each Mid-Management employee to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance~~ and deferred compensation (IRS 457).~~ .

Effective the first full pay period ~~following adoption~~ of ~~the Agreement by the City Council~~December 2023, the City shall provide $~~1100.00~~1,350.00 per month ($~~500.00 paid for the 1st or 2nd pay period each month~~675.00 paid for the 1st and 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

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Effective the first full pay period of December ~~2021~~2024, the City shall provide $~~1150~~1,450.00 per month ($~~575.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).~~

~~Effective the first full pay period of December 2022, the City shall provide $1250 per month ($625~~725.00 paid for the 1st and 2nd pay period each month)~~for the first two pay periods of the month~~) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City will grant a reopener on the amount of the monthly cafeteria benefit contribution should the City's SEIU Local 721 employees receive an increase in their cafeteria benefit during the term of the agreement.

~~The City may reopen negotiations at any time during the term of the MOU to address options for medical plans outside of CalPERS.~~

6.1.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

6.1.3 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

6.1.4 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

6.2 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. In each ~~the~~ current FSA Plan year, November 1st ~~, 2008~~ to October 31st ~~1, 2009~~, the City will pay the annual fee and the per enrolled employee administrative fee per month. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning ~~November 1, 2009~~November 1st, the City reserves the right to discontinue its participation its participation in the optional dependent care assistance program and health care reimbursement plan portion of the section 125 plan.

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6.3 City Matching Contribution to Deferred Compensation Plan

The City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

6.4 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

~~6.3~~ 6.5 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Mid-Management employees at City expense.

7 RETIREMENT

7.1 Public Employees' Retirement System

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A. For “Safety” employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered “Classic Members” of CalPERS within the meaning of the Employees’ Pension Reform Act of 2013 (PEPRA):

1. Classic “Safety” members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee’s final three (3) years of compensation.

B. For “Safety” employees hired on or after January 1, 2013 who are considered “New Members” within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee’s final three (3) years of compensation.

C. For “Miscellaneous” employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered “Classic Members” of CalPERS within the meaning of the Employees’ Pension Reform Act of 2013 (PEPRA)

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For “Miscellaneous” employees hired on or after January 1, 2013 who are considered “New Members” within the meaning of PEPRA

1. Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

2. The retirement allowance will be computed on the average of the employee’s final three (3) years of compensation.

7.2 Contribution to PERS

All safety and miscellaneous “classic” members will pay the full member contribution.

All safety and miscellaneous “new” members will pay one-half the normal cost, as determined by CalPERS.

8 OTHER COMPENSATION AND BENEFITS

8.1 Bilingual Pay

~~A~~Employees may be eligible to receive bilingual ~~program provides~~pay of $50.00 per pay period ($1,300.00 per year). Employee eligibility will be determined by the Department Director ~~and~~ based on the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively ~~in~~with members of our community who speak primarily Spanish~~, with a compensation of $780.00 annually ($30.00 per pay period)~~ or any other language including but not limited to sign language. The program is one of the many ways our City Council encourages employees to provide the best customer service possible to our community. The City has determined that all classifications in this bargaining unit as of June 2023 are eligible for bilingual pay.”

8.2 Education Tuition Assistance

Tuition reimbursement may be made up to ~~two~~three thousand~~, five hundred~~ dollars ($~~2,500~~3,000.00) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2.1 Education Incentive-Police Commander

To receive a five (5%) salary adjustment above the regular base salary level, a Police Commander must have either: 1) Bachelor of Arts/Science Degree in Police Science or related field or 2) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Supervisory Certificate. To receive an eight percent (8%) salary adjustment above the regular base salary, a Police Commander must have 1) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Management Certificate or 2) Master's degree. To receive an educational incentive, a Police Commander is required to present the original certificate or diploma or other substantiating records to Human Resources Department for verification.

8.3 City Vehicle Usage

The City will assign "Take-Home" vehicles for Safety positions, the Chief Building Official, and Water Superintendent, to be used in the course of the performance of official duties and as authorized by the City Manager.

8.4 Car Allowance

The Assistant Finance Director, Assistant Public Works Director, and the Planning and Economic Development Manager will receive a car allowance of $175.00 per month.

8.5 Uniform and Equipment Allowance

The City selects and purchases uniforms and equipment for employees that are required to wear uniforms. Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. The employee will be responsible for the cost of repair and/or replacement of uniforms and equipment damaged as a result of negligence. The Department Director or his or her designee will make a complete investigation of each incident and will submit findings and recommendations, including the recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.51 Uniform and Equipment Allowance (Police)

The City will provide a uniform allowance for the position of Police Commander which will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $65.39/bi-weekly ($1-,700.14/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Police Chief or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The City will provide safety vests for all sworn employees. All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

8.5.2 City Contribution-Safety Glasses

All Mid-Management employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of two hundred fifty dollars ($250.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Mid-Management employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.5.3 City Contribution-Safety Boots

All Mid-Management employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of two hundred and ~~twenty-five~~fifty dollars ($~~225~~250.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All Mid-Management employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval.

8.6 Outside Detail Overtime

Police: It is recognized that in police work, unanticipated demands may occasionally result in the need to work excess hours that exceed those routinely worked in a management level position. Therefore, overtime may be authorized by the Chief of Police, on an exception only basis, for hours worked beyond the normal workweek in order to manage extreme emergencies, critical short-notice Watch Commander duties, or major incidents that require an inordinate amount of time and attention to complete the assignment. Requests for overtime must be authorized in advance. The Police Commander position is eligible to sign up for Special Contract Details or other special events that are funded by an outside source. Movie detail is to be paid at double time.

8.7 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.8 Emergency Disasters

Personnel who routinely respond to emergencies will be reimbursed portal to portal for time committed to the incident. —Personnel will be compensated at 1 ½ time rate over there normal shift

for all emergency incidents, and will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9 HOLIDAYS

On January 1st of each year, unit employees will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year, each confidential employee will receive a Holiday Leave Bank of ~~sixty-three (63~~seventy-two (72) hours paid at straight time to be used exclusively for City observed holidays.

For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is ~~gained~~obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. ~~If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed.~~

Employees would not have the option of working when the City was closed for a holiday if they did not have any leave time available. The following days are considered holidays:

New Year's Day -January 1
Martin Luther King Day -Third Monday in January
Presidents' Day -Third Monday in February
Memorial Day -Last Monday in May
Independence Day -July 4
Labor Day -First Monday in September
Veteran's Day-November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day -December 25

New Year's Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

~~The City will grant 4.5 hours off on New Year's Eve afternoon to employees who are on duty on those days, when these holidays fall on regularly scheduled work days. The City will not grant these hours to employees who are in a leave status. These hours are not part of the Holiday Bank and cannot be carried over to another work day. The intent is to close the City and give employees who actually worked the first 4.5 hours of the day the afternoons off to spend with their families. Such time off will be granted only on those half days when otherwise required to work, allowing staff to leave early if it is a workday, not carry over to another day.~~

10 VACATION ENTITLEMENT

10.1 Vacation Leave

~~Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in excess of 280 hours will not have cash value, many not be used in the buyback program and will not be paid out to unit members upon separation from employment.~~
Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years: 96 hours
Five years, but less than ten years: 120 hours
Ten years, but less than fifteen years: 144 hours
Fifteen years, but less than twenty-one years: 160 hours
~~Twenty-one years: 168 hours~~
~~Twenty-two~~, but less than twenty-~~one~~five years: ~~176~~180 hours
~~Twenty-three year: 184 hours~~
~~Twenty-four years: 192 hours~~
Twenty-five or more years: 200 hours

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All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 GENERAL PROVISIONS

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280–hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

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10.2.3 Effects of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.4 Administrative / Vacation Leave Buyback

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Unit employees may buyback vacation and/or admin leave with continuous years of service as follows:

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Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

~~**10.2.5 Life Insurance**~~

~~The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.~~

11 SICK LEAVE

11.1 General Provisions

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.1.3 Usage

Employees may use their accumulated sick leave immediately after it has been earned. Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

In addition to the sick leave usage allowed by City Personnel Rules, employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.
2. Exposure of the employee to a contagious disease.
3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.
4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.
5. Other reasons as approved by the Personnel Officer or designee.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than 40.0 hours.
2. All such transfers shall be approved by the Personnel Officer or his/her designee.
3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave:

~~**City's Proposal 05.18.21**~~

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and

then to vacation accruals.

11.8 Doctor/Dentist Visits:

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

11.9 Sick Leave Pay Off

Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

12 INDUSTRIAL ACCIDENT LEAVE

12.1 Industrial Accident Leave

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical

appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a 'doctor of his/her choice.

12.1.2 Injury Leave (Police and Fire)

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement or fire duties, he or she will receive compensation as provided under the State Worker's Compensation Act. Such employee will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such employee for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, or his designee, ~~designee for Police employees or the Fire Chief, for Fire employees~~ who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the Department Head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures.

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Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13 SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter;
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave may be exhausted. Sick leave accruals may not be used for non-medical leaves. Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Administrative Leave

All Unit employees shall accrue administrative leave ~~biweekly~~ at the rate of sixty-two (62) hours per calendar year. Effective January 1, 2018, on January 1st of each year and on July 1st of each year, unit personnel will receive an Administrative Leave Bank of thirty-one (31) hours paid at straight time to be used for Administrative Leave. Employees may accumulate a maximum of sixty-two (62) hours per calendar year, and a maximum of twenty-four (24) hours may be carried into the following calendar year. There shall be no proration of this leave benefit. Administrative leave has no cash value and is not paid out to terminating employees.

14 WORKING CONDITIONS

14.2 Drug and Alcohol Testing

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

14.3 Orientation Period

With the exception of Public Safety employees, the orientation period of newly hired employees shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City. The orientation period of Public Safety employees is one year, as with regular sworn police and fire employees.

14.4 Layoff Procedure

Until such time as the parties have met regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

14.5 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off'" period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

14.6 Grievance

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

14.7 Disciplinary Action

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

14.8 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

14.9 Safe Working Conditions

The City shall provide safe working conditions for all Mid-Management as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee.

14.9.1 Work Site Safety Practices

Mid-Management shall cooperate with management in maintaining good work site safety practices in all facilities.

14.9.2 Reporting Unsafe Conditions

Mid-Management shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

14.9.3 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

15 COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this agreement, notwithstanding any other provisions of laws to the contrary, or as provided for in this agreement.

16 SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

17 NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

18 TERM

This Agreement shall be in effect from July 1, ~~2021~~2023 through June 30, ~~2023~~2025. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

19 FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Association or the City Manager for the period July 1, ~~2021~~2023 through June 30, ~~2023~~2025, except as provided for in this agreement.

MID-MANAGEMENT ASSOCIATION NEGOTIATING TEAM

CITY OF SANTA PAULA NEGOTIATING TEAM

Beatriz Jimenez
Assistant Finance Director

Irma Rodriguez Moisa
Chief Negotiator

Francisco Ramirez-Almazan
Water Operations Superintendent

Lorena Alvarez
Human Resources Manager

Tom Tarantino
Planning and Economic Development Manager

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POSITION CLASSIFICATION AND COMPENSATION PLAN

Job Class	Position Title
200	**Mid-Management**
202	Assistant Finance Director
205	Police Commander
207	Assistant Public Works Director
208	Chief Building Official
214	Planning and Economic Development Manager
215	Water Operations Superintendent

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: RESOLUTION NO. 7463 APPROVING EMPLOYMENT TERMS FOR EXECUTIVE MANAGEMENT TEAM

Date: June 21, 2023

Agenda Item: 10.V

RECOMMENDATION:

Adopt Resolution No.7463 approving employment terms for Unrepresented Employees, Executive Management, for the period of July 1, 2023 through June 30, 2025.

BACKGROUND:

The City has five recognized bargaining units (or unions) that represent a majority of the City's employees. As required by State law, the City engages in the meet and confer process with these bargaining units to establish terms and conditions of employment for their members. For most of these units, terms and conditions are memorialized in a Memorandum of Understanding (MOU) after negotiations have concluded.

The Executive Management Team is one of two groups that are not unionized or represented employee associations and are classified as unrepresented for which the terms and conditions of employment are established by City Council resolution rather than a negotiated MOU.

ANALYSIS:

This agenda item specifically requests the City Council approve employment terms and compensation for the Executive Management group for the period of July 1, 2023 through June 30, 2025.

With only one exception, the changes to the terms and compensation for the Executive Management that are being recommended are identical to those being recommended for other employee bargaining groups. The exception is the addition of an additional one percent City contribution to match employees contribution towards a deferred compensation plan.

The attached resolution implements the agreement reached with the Executive Management Team:

- Term of the Agreement shall be from July 1, 2023 through June 30, 2025.
- Effective the first full pay period following July 1, 2023 , employees shall receive a five percent (5%) cost of living adjustment to base salaries.

- Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base salaries.
- Phased Cafeteria increase from $1250.00 to $1450.00 over the term of the agreement.
- City matching Deferred Compensation Plan contribution of up to 2% of the employees base salary.
- Tuition Reimbursement Assistance increase from $2500.00 to $3000.00 per fiscal year.
- New Year's Eve has been added as a City Observed Holiday.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

OPTIONS:

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

1. Adopt Resolution No. 7463, Approving terms for the Executive Management Team
2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7463.doc

RESOLUTION NO. 7463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING EMPLOYMENT BENEFITS FOR UNREPRESENTED EMPLOYEES: EXECUTIVE MANAGEMENT FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2025

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

SECTION 1: The City's Executive Management are not represented by an employee association and are classified as unrepresented employees as listed in the attached Exhibit "A."

SECTION 2: The following items will be provided to all full-time regular unrepresented Executive Management employees:

Term: The term is effective July 1, 2023 and expires June 31, 2025.

Salary Increase:

Effective the first full pay period following July 1, 2023, employees shall receive a five percent (5.0%) cost of living adjustment to base salaries.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base salaries.

Fair Labor Standards Act: All Executive Management employees are designated as exempt from the provisions of the FLSA and are ineligible for overtime compensation.

Flex Time: An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Flex time may not be used to supplement or replace holiday leave pay.

Severance Package Benefit: All Executive Management employees are eligible for a severance package that is equaled to three (3) months of base salary pay if released without cause.

Cafeteria Benefit Plan: The City provides a monthly contribution to each Executive Management employee to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2023, the City shall provide $1350 per month ($675.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Effective the first full pay period of December 2024, the City shall provide $1450 per month ($725.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

IRS Section 125 Plan: Selection of the plan administrator is the responsibility of the City. The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1st to October 31st, the City will pay the annual fee and the employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation in the Plan. The City will provide a minimum of thirty (30) days notice to Executive Management employees before the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

Public Employees' Retirement System:

A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic safety members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

1. Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

Contribution to PERS:

All New members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution.

Long Term Disability: The City provides a Long Term Disability Insurance Program to each Executive Management employee at City expense.

Life Insurance: The City provides life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

City Matching Contribution to Deferred Compensation Plan: The City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to two percent (2%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $50 into their deferred compensation plan each pay period for a total of $1300.00 annual contribution, the City will contribute $1000.00 annually to the employee's deferred compensation plan. $1000.00 is two percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

Education Tuition Assistance: Tuition reimbursement may be made up to $3,000 per fiscal year in accordance with established City policy.

Car Allowance: All Executive Management receive a car allowance of $350.00 per month.

Bilingual Pay: A bilingual program provides those employees who are able to communicate effectively in Spanish, with a compensation of $1300.00 annually ($50.00 per pay period). Employee eligibility will be determined by the City Manager and the operational needs of the City.

Holiday Leave: On January 1st of each year, unit employees will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year, each confidential employee will receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used exclusively for City observed holidays.

For those employees on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the City Manager.

Any extra hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

The following days are holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31

Vacation Leave: Vacation Leave accrual is prorated hourly as earned. Executive Management employees may accumulate up to a maximum of three-hundred twenty (320) hours accrued Vacation Leave as of the end of the pay period that includes December 31 of each calendar year and any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below three-hundred twenty (320) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one, but less than twenty-five years	180 hours
Twenty-five or more years:	200 hours

1. All use of Vacation Leave must be approved by the City Manager. Use of Vacation Leave must be scheduled at such times as the City Manager finds most suitable after considering the wishes of the employee and the requirements of the Department. All requests for use of Vacation Leave must be approved by the City Manager in writing before the commencement of the requested use.

2. Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of City Manager.

3. If an employee transfers from one department within the City to another, the Vacation Leave credits are also transferred.

All Executive Management employees are required to take forty (40) hours of vacation leave in a twelve (12) month period (January – December).

Sick Leave: Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

Administrative Leave: Executive Management accrues administrative leave on a bi-weekly basis at the rate of ninety (90) hours per year, and may carry a maximum of 60 hours into the following calendar year. Effective January 1, 2018, on January 1st of each year and on July 1st of each year, unit personnel will receive an Administrative Leave Bank of 45 hours paid at straight time to be used for Administrative Leave. Administrative leave has no cash value and is not paid out to terminating employees.

Vacation/Administrative Leave Buyback: Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain until June 30, 2025 unless repealed or superseded.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 21th day of June 2023.

_____
Andy Sobel, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

_____

Dan Singer, City Manager

EXHIBIT “A”

CITY OF SANTA PAULA
EXECUTIVE MANAGEMENT

POSITION TITLES

Assistant City Manager
Community and Economic Development Director
Finance Director
Human Resources Administrator
Chief Information Officer
Parks and Recreation Director
Police Chief
Public Works Director

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: APPROVAL OF EMPLOYMENT BENEFITS FOR UNREPRESENTED: CONFIDENTIAL EMPLOYEES AND ADOTPION OF RESOLUTION NO. 7464 FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2025

Date: June 21, 2023

Agenda Item: 10.W

RECOMMENDATION:

It is recommended that the City Council:
(1) Adopt Resolution No.7464, approving employment terms for Unrepresented: Confidential Employees, for the period of July 1, 2023 through June 30, 2025

BACKGROUND:

The City has five recognized bargaining units (or unions) that represent a majority of the City's employees. As required by State law, the City engages in the meet and confer process with these bargaining units to establish terms and conditions of employment for their members. For most of these units, terms and conditions are memorialized in a Memorandum of Understanding (MOU) after negotiations have concluded.

The Unrepresented: Confidential Employees is one of two groups that are not unionized or represented employee associations and are classified as unrepresented for which the terms and conditions of employment are established by City Council resolution rather than a negotiated MOU.

ANALYSIS:

This agenda item specifically requests the City Council approve employment terms and compensation for the Unrepresented: Confidential Employees for the period of July 1, 2023 through June 30, 2025.

The changes to the terms and compensation for the Unrepresented: Confidential employees that are being recommended are identical or less to those being recommended for other employee bargaining groups.

The attached resolution implements the agreement reached with the Unrepresented: Confidential Employees:

- Term of the Agreement shall be from July 1, 2023 through June 30, 2025.

- Effective the first full pay period following July 1, 2023 , Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.
- Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.
- Phased Cafeteria increase from $1250.00 to $1450.00 over the term of the agreement.
- City matching Deferred Compensation Plan contribution of up to 1% of the employee's base salary.
- Tuition Reimbursement Assistance increase from $2500.00 to $3000.00 a fiscal year.
- New Year's Eve has been added as a City Observed Holiday.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated in to the Proposed Budget for Fiscal Years 2023/24 and 2024/25.

OPTIONS:

1. Adopt Resolution No. 7464, Approving terms for the Unrepresented: Confidential Employees.
2. Provide alternative direction to staff.

ATTACHMENTS:

RESOLUTION NO. 7464.docx

RESOLUTION NO. 7464

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING TERMS AND CONDITIONS FOR UNREPRESENTED: CONFIDENTIAL EMPLOYEES FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2025

The City Council resolves as follows:

SECTION 1: The City's Confidential employees are not represented by an employee association and are classified as Unrepresented employees as listed in the attached Exhibit “A”.

SECTION 2: The following items will be provided to all full-time regular Unrepresented and Confidential employees:

Term: The term is effective July 1, 2023 and expires June 31, 2025.

Cost of Living Adjustment (COLA):

Effective the first full pay period following July 1, 2023, employees shall receive a five percent (5.0%) cost of living adjustment to base wages.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.

Flex Time: An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

Cafeteria Benefit Plan: The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2023, the City shall provide $1350 per month ($675.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Effective the first full pay period of December 2024, the City shall provide $1450 per month ($725.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

IRS Section 125 Plan: The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs.

California Public Employee's Retirement System (CALPERS) Plan:

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

The retirement allowance will be computed on the highest one (1) year of compensation.

B. For “Miscellaneous” employees hired on or after January 1, 2013 who are considered “New Members” within the meaning of PEPRA

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee’s final three (3) years of compensation.

Public Employees' Retirement System: Upon adoption of this resolution, the City will cease paying any portion of the “Classic” member’s employee contribution to CalPERS.

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

For employees who are members of the City’s 2.5% @ 55, Tier One (1) service retirement formula, the cost of the 8% employee contribution will be paid by the employee, through pre-tax payroll deduction.

For employees who are members of the City’s 2.0% @ 55, Tier Two (2) service retirement formula, the cost of the 7% employee contribution will be paid by the employee, through pre-tax payroll deduction.

Long Term Disability: The City provides a Long Term Disability Insurance Program to each confidential employee at City expense.

Life Insurance: The City provides life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

City Matching Contribution to Deferred Compensation Plan: The City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee’s deferred compensation plan of up to one percent (1%) of the employee’s base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee’s deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee’s deferred compensation account.

Education Tuition Assistance: Tuition reimbursement may be made up to $3,000 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

Bilingual Pay: Unit employees may be eligible to receive bilingual pay of $50.00 per pay period ($1300.00 per year).

Holiday Leave: On January 1st of each year, unit employees will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year, each confidential employee will receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used exclusively for City observed holidays.

For those employees on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

The following days are considered holidays:

New Year's Day - January 1

Martin Luther King Day - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day- November 11th

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve – December 24th

Christmas Day - December 25th

New Year's Eve – December 31st

Vacation Leave: Vacation hours in the excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation of employment. Vacation Leave accrual is prorated hourly as earned. Unrepresented employees may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave, any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96	hours
Five years, but less than ten years:	120	hours
Ten years, but less than fifteen years:	144	hours
Fifteen, but less than twenty-one years:	160	hours
Twenty-one, but less than twenty-five years:	180	hours
Twenty-five or more years:	200	hours

All use of Vacation Leave must be at such time as approved by the Supervisor or Department Head. Use of Vacation Leave must be scheduled at such times as the Supervisor or Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head, in writing prior to the commencement of the requested use. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation

are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits must also be transferred.

Vacation Leave Buyback: Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

Employee must have taken a minimum of forty (40) hours of vacation leave during the period of November 1st – October 31st prior to submitting the request.

Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

Employee must submit request to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

Overtime: It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior authorization of the employee's supervisor must be secured and communicated to the employee:

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay. Holiday hours will be considered "hours worked" for purposes of calculating overtime.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay for the purpose of calculating compensatory time.

Double Time: Double time (two (2) times regular rate of pay) will be paid to confidential employees for all assigned time worked beyond four hours at evening City Council or Commission meetings which commence after the employee's regular work day. Additional double time for other evening meetings or evening work may be authorized by the City Manager.

Standby: Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of $50 per day on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and $30 per day all other periods for the hours that the employee remained available. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

Compensatory Leave: For employees eligible for accruing compensatory leave, a maximum of forty (40) hours of compensatory time may be accrued at any time of the year.

Cooling-Off Period: If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period must not be considered to have been separated and must be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning must be unpaid.

Emergency Disasters: Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective until June 30, 2025.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 21st day of June, 2023

_____

Andy Sobel, Mayor
City of Santa Paula

ATTEST:

_____

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

_____

Dan Singer, City Manager

EXHIBIT “A”

Unrepresented: Confidential Unit

703 – IT Support Analyst

704 – Payroll Specialist

705 – Executive Assistant

706 – Human Resources Analyst

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: INTRODUCTION OF ORDINANCE NO. 1328 AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO RESTRICT THE USE OF BARBED WIRE AND RAZOR-EDGED FENCES

Date: June 21, 2023

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Open the public hearing;
2. Receive testimonial and documentary evidence from the public, if any;
3. Close the public hearing; and
4. Introduce and waive first reading of proposed Ordinance No. 1328, entitled, "An Ordinance of the Santa Paula City Council Amending Chapter 16.21 of the Santa Paula Municipal Code to Include Restrictions on the Use of Barbed Wire and Razor-Edged Fences".

Presented by: Economic Community Development Director, James Mason

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BACKGROUND:

The Santa Paula Municipal Code (SPMC) Section 16.44.030 previously set requirements for the use of barbed wire and razor-edged wire fences within city limits. However, at the adoption of a 2022 ordinance amending Section16.44.030 to regulate electrified security fences, the regulations for barbed wire and razor-edged fences were inadvertently removed from the Code. The purpose of this Ordinance is to remedy the error, restore the restrictions for the use of barbed wire and razor-edged wire fences, and include amendments from the Planning Commission and City Council.

Summary:

On March 28, 2023 the Planning Commission approved Resolution No. 3847 recommending that the City Council adopt amendments to Section 16.44.030 to authorize barbed wire and razor-edged wire fences only in the rear and side yards of properties in the O, A-1, R-A, C-G, C/LI, LI, I, and KO zoning districts and prohibit their use in non-agricultural residential and C-N, CBD and C-O commercial zones. In addition, the Planning Commission recommended that the installation of barbed wire or razor wire fencing require an application submittal to be reviewed by the Community and Economic Development Department.

At the May 2, 2023 City Council meeting, Council held a public hearing on the proposed ordinance, and upon review, directed staff to include language that ensured the requirements for the use of barbed wire and razor-edged wire as fencing materials in on properties that are adjacent to property that is entitled to include residential uses, in addition to property zoned residential. Council's requested changes were referred back to the Planning Commission for consideration pursuant to SPMC Section 16.208.040(C).

On May 23, 2023, the Planning Commission considered the Council's changes, held a public hearing, and adopted Resolution No. 3750 recommending the updated proposed ordinance to Council for adoption.

Tonight, Staff recommends the City Council introduce the updated ordinance (Attachment A) as proposed. Changes made to the barbed wire and razor edged wire fencing regulations first considered at Council's May 2, 2023 hearing are shown in Attachment B.

ANALYSIS:

The proposed ordinance adds/reinstates the provisions below under a new Section 16.44.060, Barbed Wire and Razor-Edged Fences:

1. Barbed wire and razor-edged wire on fences will be allowed only in rear and side years of properties O, A-1, R-A, C-G, C/LI, LI, I, and KO zones.
2. In the O, A-1, and R-A zones, the following will apply:
   - Parcels one acre or more - wire may be placed on fences six feet or higher.
   - Parcel less than one acre - wire is allowed only on fences serving animal enclosures and such wire must be located three inches or more inside the enclosure.
3. In the C-G, C/LI, LI, I and KO zones, the following will apply:
   - If a fence or wall abuts a property that is zoned, or may be used for residential use, the wire material must be at least 6 feet above the ground level of the abutting residential parcel, and must be located to the interior of said fencing by no less than three inches.
4. Owners must obtain a permit to install barbed wire or razor-edged fencing. An application must be filed with the Community and Economic Development Department and include (1) a site plan indicating the location of the barbed wire or razor-edged fence and (2) a description of adjacent zoning and land use.

Amendments to the Development Code must demonstrate consistency with the Santa Paula 2040 General Plan and require that the City Council make other findings under SPMC § 16.208.050, as set forth below.

1. *The proposed Development Code text amendment is consistent with the goals, policies, and objectives of the 2040 General Plan.* Consistent with Police Services and Utilities Policy PSU 1.1 (Police protection) and Economic Development Policy EDD 3.1 (Monitor fiscal conditions), the proposed ordinance is intended to conserve law enforcement resources by deterring property crime and promote the maintenance and development of industrial and mixed commercial uses. Nothing in the proposed ordinance would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.
2. *The proposed Development Code text amendment will not adversely affect surrounding properties.* No adverse effects on surrounding properties are anticipated because the

ordinance would prohibit barbed wire and razor-edged wire in residential zones as specified. Barbed wire and razor-edged wire will be permitted only in the rear and side yards of properties in the O, A-1, R-A, C-G, C/LI, LI, I, and KO zoning districts and would prohibit their use in non-agricultural residential and C-G, C-N, CBD and C-O commercial zones. Additionally, restrictions are imposed on the use of barbed wire and razor-edged wire in zones where it is permitted such that it must be placed in a way which prevents injury to the general public. For instance, the wire must be placed six feet high and on the interior of the fence if abutting a residential parcel. Barbed wire and razor-edged wire fences will only be located where the general public has no legal access to the protected property.

3. *The proposed Development Code text amendment promotes public health, safety, and general welfare and serves the goals and purposes of Title 16.* The proposed enhances the security of industrial and commercial facilities, thereby attracting more outside and long term economic investment in the City and improving the health, safety, and welfare of all residents.

Environmental Review (CEQA):

The City reviewed the proposed ordinance's environmental impacts pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 California Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"). CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations".

State CEQA Guidelines sections 15378(b)(2) and 15378(b)(5) provide that ongoing administrative activities and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a "project" as defined by the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). Alternatively, even if the proposed text amendments were a "project" they are exempt from CEQA under CEQA Guidelines section 15601(b)(3)'s "common sense" rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the proposed permitted installation of Barbed Wire and Razor-Edged Wire Fences in the O, A-1, R-A, C-G, C/LI, LI, I, and KO zoning districts will have a significant effect on the environment.

STRATEGIC PLAN:

No direct correlation to Strategic Plan goals; however, increased security for business owners may foster economic stability and growth.

FISCAL IMPACTS:

There are no fiscal impacts as the applicant will be responsible for the costs of staff time and administration associated with annual inspections.

OPTIONS:

The following alternatives to Staff's recommendation are available to the City Council:

1. Continue the hearing in order to obtain further information;

2. Request minor amendments for incorporation at the second reading of the proposed ordinance;
3. Request further substantial modifications to the proposed ordinance and refer it back to the Planning Commission; or
4. Deny Staff's request.

ATTACHMENTS:

ATTACHMENT A - PROPOSED ORDINANCE NO. 1328
ATTACHMENT B - 5.2.23 VS. 6.7.23 TEXT AMENDMENT COMPARE

ATTACHMENT A

ORDINANCE NO. 1328

ORDINANCE NO. 1328

AN ORDINANCE OF THE SANTA PAULA THE CITY COUNCIL AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO INCLUDE RESTRICTIONS ON THE USE OF BARBED WIRE AND RAZOR-EDGED WIRE FENCES

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

SECTION 1: Recitals

A. On April 6, 2022, City Council adopted Section 16.44.030 of the Santa Paula Municipal Code (SPMC) to allow electrified security fences in industrial zones, subject to certain restrictions. The ordinance inadvertently removed provisions governing barbed wire and razor-edged wire fences.

B. The proposed amendment corrects the error and adds the barbed wire and razor-edged wire provisions back in Chapter 16.44.

C. The proposed amendment was reviewed by the City's Planning Division for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code.

D. The City Planning Division reviewed the proposed amendments' environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations").

E. On March 28, 2023, the Planning Commission opened a public hearing to receive and consider public testimony and other evidence regarding the proposed amendment and whether to approve Resolution No. 3837 to recommend the proposed amendment to the City Council for adoption by ordinance.

F. The Commission approved Resolution No. 3837 based upon the evidence presented to the Commission at its March 28, 2023 hearing including, without limitation, the staff report submitted by the Planning Division.

G. A public hearing for City Council consideration of the proposed amendment was set for May 2, 2023, notice of which was given pursuant to SPMC § 16.208.040(A).

H. At the May 2, 2023 meeting, the City Council held a public hearing, reviewed the recommended ordinance and referred the ordinance back to the Planning Commission to consider additional language to regulate barbed wire and razor-

edged wire when installed on fences adjacent to property which could be used for residential purposes.

I. On May 23, 2023, the Planning Commission considered additional language requested by Council, added a requirement for an installation permit, and approved Resolution No. 3850 recommending these and prior proposed text amendments to the City Council for adoption by ordinance.

J. The City Council has considered the information provided by City staff and public testimony. This Ordinance, and its findings, are made based upon such evidence presented to the City Council at its May 2, 2023 and June 7, 2023 hearings, and its June 21, 2023 meeting including, without limitation, the staff report submitted by the Planning Division.

SECTION 2: *Text Amendments.* Chapter 16.44 (Fences, Walls, and Hedges) of the Santa Paula Municipal Code is hereby amended as follows.

A. Section 16.44.040 shall be re-titled "Electrified Security Fences" and amended in its entirety to read as follows:

"§ 16.44.030 ELECTRIFIED SECURITY FENCES.

(A) *Electrified Security Fences*. Electrified Security Fences are permitted only within the C-LI, LI, and I-zones and must comply with the standards and regulations contained in this Subsection. In the event of a conflict between this Subsection and any other provision of this Code, the provisions of this Subsection shall control.

(1) Definitions. For the purposes of this Subsection, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Barrier" means any "fence" or "wall" as those terms are defined in this Code.

"Electrified Security Fence" means any fence, barrier or enclosure partially or totally surrounding a building, field or yard, carrying any electrical pulse or charge through any part, section or element thereof. The Electrified Security Fence may, but is not required to, interface with a monitored alarm device in a manner that enables the alarm system to transmit a signal intended to summon the business, a monitoring service, or both the business and a monitoring service, in response to an intrusion or burglary.

(2) Application.

Electrified Security Fences may be erected around the entire perimeter of the property.

It is unlawful for any person to install, maintain, or operate an Electrified Security Fence in violation of this Subsection.

(3) Conflicts with other laws and standards.

In the event of any conflict between this Subsection and any state or federal law, rule or regulation, the requirement that establishes the higher standard of safety or accessibility shall govern. Failure to comply with such standard shall be a violation of this Subsection.

To the extent that the construction of an Electrified Security Fence does not conflict with the requirements of this Subsection, such fence shall be constructed and installed in conformance with the specifications set forth in IEC Standard 60335-2-76.

(4) Electrified Security Fence installation permit.

(a) The installation of an Electrified Security Fence requires an approved installation permit. Installation permit applications shall be filed with the Building Division. Installation permit applications must include the following:

1. Site plan indicating the location of the Electrified Security Fence and perimeter fence.

2. Schematics and load calculations indicating and/or displaying the:

    a. Location of the power source;

    b. Materials used for the fence construction;

    c. Location of the regulating and monitoring equipment, and

    d. Location of emergency access, Key Box and cut-off switch.

(b) The installation permit application fee shall be set by resolution of the City Council. The fee shall be paid by the applicant at the time of filing the application.

(5) Electrified Security Fence operational permit.

(a) The operation of an Electrified Security Fence requires a valid operational permit. Operational permit applications shall be filed with the Community and Economic Development Department.

(b) An operational permit is valid for one (1) year. The date of the expiration of the operational permit shall be provided to the applicant after the approval of the permit.

(c) A written application shall be submitted to the Community and Economic Development Department on forms furnished for that purpose. No applications may be accepted unless and until the permit fee has been paid. Operational permit applications must include the following:

1. The name and address of the establishment and business telephone number of the applicant, the name and titles and twenty-four-hour emergency telephone numbers of the primary response person and an alternate.

2. The name and address of the person who owns the establishment and, if different, the name and address of the person(s) who operate the establishment or any portion thereof.

3. Certification from a qualified person with expertise in evaluating the safety of electric fences stating that the Electrified Security Fence installation is currently operating in conformity with its safety requirements.

4. A notarized statement by the applicant stating that the Electrified Security Fence is in compliance with the requirements of this Subsection.

5. Proof of liability insurance, as required by this Subsection.

(d) Operational permit application fees shall be set by resolution of the City Council.

(e) Renewal applications and applications filed following permit revocation shall include all of the information required by this Subsection.

(B) Permit revocation.

(1) If an Electrified Security Fence is found to not be in compliance with this Subsection, the Community and Economic Development Department may revoke the operational permit.

(2) Upon permit revocation, the Electrified Security Fence applicant shall receive a statement from the Community and Economic Development Department describing the reason for the revocation.

(3) Unless otherwise provided by this Subsection, after revocation an applicant may apply for a new operational permit.

(C) Appeals.

An interested person may appeal to the City Council a decision of the Community and Economic Development Department made pursuant to this Subsection.

(D) Liability insurance.

The owner of the Electrified Security Fence and the property owner(s), if different, are each required to carry General Liability Insurance in a minimum amount of one million ($1,000,000) dollars in the aggregate. Further, proof of insurance shall be required as a condition precedent to secure an operational permit as required in this Subsection and upon each subsequent annual renewal. A failure to maintain proof of insurance for the permitted year shall be grounds for denial or revocation of the operational permit. Proof of minimum coverage amounts maintained for the preceding year must be provided with

each application for operational permit renewal. Failure to maintain coverage for the entire previous year shall result in a denial of any permit renewal for five (5) years from the date of operational permit expiration or revocation. Proof of insurance shall be underwritten by an organization licensed and authorized to do business in the State of California.

(E) Electrification

(1) No Electrified Security Fence shall be installed or operated with a power source other than a storage battery not exceeding twelve (12) volts direct current, charged primarily with a solar panel; provided, however, in case of inclement weather or other conditions that inhibit the ability of the solar panel to fully recharge the battery, a charging device may be utilized for such purpose, if connected in a manner that ensures that the charging device cannot provide a source of power directly to the fence. In no case shall an Electrified Security Fence be connected to any other electric power source.

(2) AC current shall not be used to energize any Electrified Security Fence.

(3) All ground system cables shall be properly insulated.

(4) The controller ground system shall not be connected to any plumbing systems in or out of use and shall be at least fifty (50) feet from other utility and buried water pipes.

(5) The fence controller ground wire shall not touch any buildings on site.

(6) The fence controller and its ground system shall be at least fifty (50) feet away from radio and buried telephone wires.

(7) A lightning diverter (commonly referred to as a lightning arrestor) shall be installed between the fence and the fence controller.

(8) A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc. A Key Box shall be installed to provide secure access to the cut-off switch. The Key Box shall be illuminated to a minimum one (1) foot candle.

(9) Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).

(10) Two (2) or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch for each energizer.

(11) All cabling (i.e. wire) and connectors shall be of the same material (e.g. steel, copper, etc.).

(F) Perimeter barrier.

No Electrified Security Fence shall be installed or operated unless it is completely surrounded by a non-electric perimeter barrier that is not less than six (6) feet in height.

The perimeter barrier shall be separated from the Electrified Security Fence as specified in Annex CC of IEC Standard 60335-2-76, with the exception of gate openings. The area between the perimeter barrier and the Electrified Security Fence shall be kept clear of landscaping, shrubbery, and other fences or material of any kind. The lowest part of the perimeter barrier shall be constructed to follow the natural terrain to prevent penetration of the perimeter barrier at ground level. No part of a perimeter barrier shall be allowed to be in contact with the Electrified Security Fence. Perimeter barriers shall be one of the following: a wood privacy fence, a chain link fence with wood or plastic slats inserted into each weave of the fence, wrought iron with approved steel mesh installed between rungs, masonry wall, or an equivalent perimeter barrier.

(G) Location.

(1) The Electrified Security Fence must be located at least 10 feet from any street property line or 5 feet from a separated sidewalk.

(2) Electrified Security Fences are prohibited for use on property zoned exclusively residential. When abutting a property zoned to allow a residential use, exclusively or not, a perimeter barrier consisting of a minimum six (6) foot high solid wooden fence or block wall shall require a minimum twelve (12) inch setback for the electrified security fence. Any other perimeter barrier proposed adjacent to a property zone exclusively residential is required to have an approved mesh installed, as reviewed and approved by the Community and Economic Development Department, as a secondary protective barrier, be a minimum of six (6) feet in height, and require a minimum twelve (12) inch setback for an Electrified Security Fence.

(3) Electrified Security Fences are prohibited within twenty-five (25) feet of any outdoor area utilized for the storage, use, or handling of Hazardous Materials as defined in the 2019 California Fire Code.

(H) Height.

An Electric Fence shall be not less than eight (8) feet in height.

(I) Signage.

Electrified Security Fences shall be clearly identified by warning signs. The warning signs shall conform to the following requirements:

(1) All warning signs shall include text that reads: "Warning Electric Fence". The text shall be printed in English and Spanish. All lettering shall be a minimum of one (1) inch high.

(2) The size of the warning signs shall be a minimum of four (4) inches by eight (8) inches and be viewable from both the interior and exterior of the protected property.

(3) The warning signs shall consist of a yellow background with black inscriptions and must be kept in good condition to ensure visibility.

(4) There shall be a minimum of one (1) warning sign posted on the Electrified Security Fence every thirty (30) linear feet. The signs shall be visible to a person standing outside the perimeter barrier.

(J) Hours of activation.

An Electrified Security Fence shall only be energized during the hours when the general public does not have legal access to the protected property and shall be maintained by an automatic timer."

B. A new Section 16.44.060, titled "Barbed Wire and Razor-Edged Fences," shall be added to Chapter 16.44 of the Santa Paula Municipal Code to read as follows:

"§ 16.44.060 BARBED WIRE AND RAZOR-EDGED WIRE FENCES.

(A) Where Barbed/Razor Wire Permitted.

Barbed wire, razor-edged, and similar fencing materials will be permitted only in the rear and side yards of properties in the O, A-1, R-A, C-G, C/LI, LI, I, and KO zones.

(B) Barbed wire, razor-edged fence installation permit.

The installation of barbed wire or razor-edged fencing requires an approved site plan and permit application that shall be filed with the Community and Economic Development Department. Installation permit applications must include the following:

(1) Site plan indicating the location of the barbed wire or razor-edged fence;

(2) A description of adjacent property zoning and land use.

(C) Requirements Applicable to Certain Zones.

(1) In the O, A-1, and R-A zones, the following will apply:

(a) On parcels one acre or larger, barbed wire may be placed only on fences six feet in height or higher.

(b) On parcels of less than one acre, barbed wire is permitted only on fences serving as animal enclosures, and such that all barbed wire or razor-edge wire is three inches or greater inside such enclosed fencing.

(2) In the C-G, C/LI, LI, I and KO zones, the following will also apply:

(a) Barbed wire, razor-edged wire, and similar fencing materials will be permitted only around open storage areas.

(b) Whenever any fence or wall abuts a property that is zoned, or has the potential to be used for residential use, the barbed wire, razor-edged, or similar fencing material must be at least 6 feet above the ground level of the residential parcel, and must be located to the interior of said fencing by no less than three inches.

(3) *Alternative fencing*. In the C-G, C/LI, LI, I and KO zones, spiked or pointed fencing may be used as an alternative to barbed wire and razor-edged wire, provided such spikes or points are at least 6 feet above ground level, the spikes or points are blunt for at least one inch at the end, and are angled inward toward the interior of the property."

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

A. Nothing in the proposed ordinance would implement substantive changes that would affect the General Plan. Rather, these changes are intended to reinstate language that was originally included in the SPMC. Accordingly, the proposed changes would remain consistent with the goals, policies and objectives in the City's General Plan.

B. The proposed SPMC text amendments promote public health, safety, and general welfare and serve the goals and purposes of Title 16 to the SPMC for the reasons described in Section 4, below.

C. The proposed SPMC text amendments will make revisions to certain sections of Title 16 that would remove ambiguities; resolve internal inconsistencies; codify existing planning practices; and facilitate administration of the land use regulations.

D. Adoption of the SPMC text amendments will not result in any new or increased environmental effects, and no new mitigation measures are required. The amendments are not specific to a project site and therefore will not in themselves results in any new or increased environmental effects.

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

A. The proposed Development Code text amendment is consistent with the goals, policies, and objectives of the 2040 General Plan. Consistent with Police Services and Utilities Policy PSU 1.1 (Police protection) and Economic Development Policy EDD 3.1 (Monitor fiscal conditions), the proposed ordinance is intended to conserve law enforcement resources by deterring property crime and promote the maintenance and development of industrial and mixed commercial uses. Nothing

in the proposed ordinance would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed Development Code text amendment will not adversely affect surrounding properties.* No adverse effects on surrounding properties are anticipated because the ordinance would prohibit barbed wire and razor-edged wire in residential zones as specified. Barbed wire and razor-edged wire will be permitted only in the rear and side yards of properties in the O, A-1, R-A, C-G, C/LI, LI, I, and KO zoning districts and would prohibit their use in non-agricultural residential and C-G, C-N, CBD and C-O commercial zones. Additionally, restrictions are imposed on the use of barbed wire and razor-edged wire in zones where it is permitted such that it must be placed in a way which prevents injury to the general public. For instance, the wire must be placed six feet high and on the interior of the fence if abutting a residential parcel. Barbed wire and razor-edged wire fences will only be located where the general public has no legal access to the protected property.

C. *The proposed Development Code text amendment promotes public health, safety, and general welfare and serves the goals and purposes of Title 16.* The proposed enhances the security of industrial and commercial facilities, thereby attracting more outside and long term economic investment in the City and improving the health, safety, and welfare of all residents.

SECTION 5: *Environmental Assessment*. State CEQA Guidelines sections 15378(b)(2) and 15378(b)(5) provide that ongoing administrative activities and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a "project" as defined by the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). Alternatively, even if the proposed text amendments were a "project" they are exempt from CEQA under CEQA Guidelines section 15601(b)(3)'s "common sense" rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the proposed permitted use of barbed wire and razor-edged wire fences in O, A-1, R-A, C-G, C/LI, LI, I, and KO zoning districts will have a significant effect on the environment.

SECTION 6: Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Santa Paula Municipal Code.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8: The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED AND ADOPTED this ____ day of June 2023.

_____
Andy Sobel,
Mayor

ATTEST:

_____
Julie Latshaw,
City Clerk

Approved as to form by:

_____
Monica Castillo,
Interim City Attorney

ATTACHMENT B

"§ 16.44.060 BARBED WIRE AND RAZOR-EDGED WIRE FENCES.

(A) Where Barbed/Razor Wire Permitted.

~~(A)~~ Barbed wire, razor-edged, and similar fencing materials will be permitted only in the rear and side yards of properties in the O, A-1, R-A, ~~C-g~~C-G, C/LI, LI, I, and KO zones.

(B) Barbed wire, razor-edged fence installation permit.

The installation of barbed wire or razor-edged fencing requires an approved site plan and permit application that shall be filed with the Community and Economic Development Department. Installation permit applications must include the following:

(1) Site plan indicating the location of the barbed wire or razor-edged fence;

(2) A description of adjacent property zoning and land use.

(C) Requirements Applicable to Certain Zones.

(1) In the O, A-1, and R-A zones, the following will apply:

(a) On parcels one acre or larger, barbed wire may be placed only on fences six feet in height or higher.

(b) On parcels of less than one acre, barbed wire is permitted only on fences serving as animal enclosures, and such that all barbed wire or razor-edge wire is three inches or greater inside such enclosed fencing.

(2) In the C-G, C/LI, LI, I and KO zones, the following will also apply:

(a) Barbed wire, razor-edged wire, and similar fencing materials will be permitted only around open storage areas.

(b) Whenever any fence or wall abuts a property that is zoned, or has the potential to be used for residential use, the barbed wire, razor-edged, or similar fencing material must be at least 6 feet above the ground level of the residential parcel, and must be located to the interior of said fencing by no less than three inches.

(3) *Alternative fencing*. In the C-G, C/LI, LI, I and KO zones, spiked or pointed fencing may be used as an alternative to barbed wire and razor-edged wire, provided such spikes or points are at least 6 feet above ground level, the spikes or points are blunt for at least one inch at the end, and are angled inward toward the interior of the property."

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: COUNTY 150TH ANNIVERSARY SPONSORSHIP REQUEST

Date: June 21, 2023

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council:

1. Consider a request to sponsor up to $25,000 of in-kind service costs for City services for the County of Ventura 150th Anniversary Celebration.

Presented by: Jonathan Royas, Management Analyst

BACKGROUND:

On June 6, 2023, the City of Santa Paula received a request from Ventura County Supervisor Matt LaVere (Exhibit A) to support the County's 150th Anniversary Celebration taking place from June 23, 2023 to November 2, 2023. An additional letter with a sponsorship request on behalf of the event was received from the Museum of Ventura County (Exhibit C).

Led by the County of Ventura, five groups (Museum of Ventura County, County of Ventura, Ventura County Community Foundation, Pacific Coast Business Times and the Economic Development Collaborative) have joined together to provide an exciting series of events, activities, and programs this year. The intent of the celebration is to engage the community, showcase our cultural diversity and honor the County's rich history through events, festivals, exhibits, online programs, interactives, a book, and more.

As part of the festivities, the County has selected Santa Paula to host an all day county-wide festival on October 21, 2023 which would consist of a parade on Main St., activities throughout the downtown and at the Ventura County's Agriculture Museum, all culminating with a concert taking place at Veterans Park in the evening.

On June 6, 2023, multiple City departments and staff met with the organizers of the county-wide festival taking place in Santa Paula to discuss logistics, the feasibility of conducting such a large scale event in town and possible options related to sponsorship assistance related to costs in the form of in-kind services on behalf of the City. After the conclusion of the meeting, the organizers submitted a Special Event Application (Exhibit B).

Municipal Code §115.007(D) authorizes the City Council to waive fees for non-profit groups that are holding events requiring City services and resources. Fee waivers are functionally equivalent to City sponsorship of such events.

ANALYSIS:

Upon receipt of the application, staff circulated it to the applicable City departments and determined that the size of the event generates the need to deploy numerous staff and resources to support this event, which has real cost implications. Below are the estimated costs for the event:

- $356 Application/Special Event Permit Fee
- $245 Encroachment Permit Fee
- $10,000 Public Works - Estimated cost for street closures
    - 5 Street Workers - 16 hour day - $122 hr
- $20,000 Police - Estimated cost for police services
    - 10 Officers - 14 hour day - $124 hr
- $10,000 Parks & Recreation Facilities Maintenance - Estimated cost for assisting staff
    - 5 Staff Members - 14 hour day - $130 hr

Total Event Permit Fees: $601
Total Estimated City Service Costs: $40,000

In hopes of City support, the County is requesting the City of Santa Paula sponsor the event as an Innovation Sponsor (see Exhibit C) at the $25,000 level. Since this event is not a budgeted item in FY22/23 and the City does not have a funding source to provide a contribution from the general fund, an alternative method to sponsoring the event could be by providing in-kind donations through the waiver of service fees charged for City staff time to accommodate and monitor the event. It should be noted, any waiver provided will not be applied to the application/special event permit fee and the encroachment permit fee (i.e., $601.00).

Historically, Council has waived service fees in the past two years for the Labor Day and Holiday downtown parades at the 50% level. Should Council elect to utilize the historic 50%, that would equate to an estimated $20,000 of in kind services. It is within Council's purview to meet the County's $25,000 request via in kind donations, though it should be noted, Council would be sponsoring an estimated 62.5% of the service costs associated with this event based on the current estimated costs. Should those costs rise, and they typically do as the figures provided are basic estimates, that percentage would get much closer to 50%.

Due to the great partnership the City has maintained with the County, the fact that this event is expected to draw thousands of people who may have never visited Santa Paula before, the likely positive economic impact to Santa Paula businesses, and the fact that Council supports event such as this one in your current Strategic Plan, "Section B. Economic Development Objective #7 - Attract more tourists by creating attractions in partnership with the Heritage Valley Visitors Bureau, regional entities, and the Chamber of Commerce," staff's recommendation is to support $25,000 of in kind services for this 150th anniversary event.

STRATEGIC PLAN:

Approval of this item supports City Council's two-year Strategic Plan, Section B. Economic Development, Objective #7 - Attract more tourists by creating attractions in partnership with the Heritage Valley Visitors Bureau, regional entities, and the Chamber of Commerce.

FISCAL IMPACTS:

The event sponsors are requesting the partnership with the City of Santa Paula to help absorb the costs of street closures and reopening and law enforcement services. The estimated value of the in-kind donations would be approximately $25,000 in unrecognized revenue to the City.

OPTIONS:

As alternatives to Staff's suggested action, City Council may:

1. Support the event as an event sponsor for a different dollar amount or percentage of in-kind services; or

2. Decide not to support this request for in-kind services. As a result, the County could revisit their options in selecting Santa Paula as the site location for the county-wide festival.

ATTACHMENTS:

EXHIBIT A - SPONSOR REQUEST.pdf
EXHIBIT B - SPECIAL EVENT PERMIT APPLICATION.pdf
EXHIBIT C - 2ND SPONSOR REQUEST.pdf

EXHIBIT A - SPONSOR REQUEST

CITY MANAGER'S OFFICE
JUN 06 2023
RECEIVED

June 1, 2023

Daniel Singer
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

Dear Mr. Singer,

As you may know, Ventura County is celebrating the 150th anniversary of the founding of our county this year! We have so much to be proud of and to celebrate. To mark this milestone, the Ventura County Board of Supervisors has partnered with the Museum of Ventura County to present a series of programs highlighting our unique history, our amazing community, and why we all live and work here. Those programs include:

- A kick-off celebration on June 23 in Ventura
- A county-wide festival on October 21 in Santa Paula
- A new exhibit on the history of the County, to open in October in Santa Paula — with satellite exhibits in 4 locations across the county
- Online programs highlighting our history and our innovative community members
- Pop-up festivals across the county
- State of the County presentation on November 2 in Simi Valley
- A new book on the history of Ventura County

To help bring these programs to life, a sponsorship campaign has been put together by the Museum of Ventura County, the Ventura County Community Foundation, the Economic Development Collaborative and the Pacific Coast Business Times. This campaign will raise funds to make these programs memorable and support the hard work it will take to carry them out. There are many sponsorship benefits, outlined in the attached materials.

This is a unique opportunity for you to highlight your appreciation of Ventura County and all it has to offer. For more information, please call or email Elena Brokaw, the Director of the Museum of Ventura County at ebrokaw@venturamuseum.org, or (805) 804-7144. You can also indicate your support on the website venturamuseum.org/become-a-vc-150-sponsor.

With your support, we know we will have a celebration that will be remembered for years to come — maybe even for another 150 years!

Sincerely,

Matt LaVere
Chair, Board of Supervisors

Dr. Sevet Johnson
CEO

It's going to be amazing! I hope you can be a part.

2023

A ONCE-IN-A-LIFETIME MILESTONE
THE 150TH ANNIVERSARY OF VENTURA COUNTY

In 1873, community leaders finally, after several failed attempts, successfully separated the region now known as Ventura County from Santa Barbara County.

This move created a unique community in charge of its own destiny.

In the ensuing 150 years, Ventura County has developed into a region known for its agriculture, industry, and innovation.

Led by the County of Ventura, five groups have joined together to provide an exciting series of events, activities, and programs this year: events, festivals, exhibits, online programs, interactives, a book, and more will engage the community, showcase our cultural diversity, and honor our rich history.

We invite you to join us as a lead sponsor to celebrate the achievement that created the place we call home.

MUSEUM OF VENTURA COUNTY

COUNTY of VENTURA

VENTURA COUNTY COMMUNITY FOUNDATION

PACIFIC COAST BUSINESS TIMES

EDC ECONOMIC DEVELOPMENT COLLABORATIVE

MUSEUM OF VENTURA COUNTY

150 DAYS OF CELEBRATIONS
JUNE – NOVEMBER 2023

PROGRAMS AND EVENTS

The 150 days will be filled with continual online programs:

- Interviews With Innovators
- Oral Histories Come to Life
- Student Art Projects
- Lectures
- Community Art Projects
- VC 150 Photo Memories Project

JUNE

- Kick-off celebration – June 23, Museum of Ventura County, downtown Ventura

OCTOBER

- *The Soil Will Save Us:* The History of Ventura County
- County-wide community celebration – October 21, Santa Paula Agriculture Museum

NOVEMBER

- Local celebrations - Ojai, Oxnard, Simi Valley, and Thousand Oaks
- State of the County presentation – November 2, Reagan Library, Simi Valley
- Release of "The History of Ventura County" book, published by the Pacific Coast Business Times

These are just the starting events – more are being planned!

MUSEUM OF VENTURA COUNTY

SPONSORSHIP OPPORTUNITIES

INNOVATION SPONSORS $25,000
ONLY 10 AVAILABLE!

- Title sponsor of 150th programs :
  - **Logo** on all marketing, materials, and signage for programs, and on County 150th, EDC, MVC, and VCCF websites
- Title sponsor of State of the County presentation
  - **Logo** on all marketing, materials, and signage
  - 12 VIP seats at the event
  - Reserved parking at the event
  - Invitation to and Valet parking at sponsors' reception
  - Inclusion in video presentation at SOTC
  - Ad in SOTC program
- Title sponsor of County-wide community celebration
  - **Logo** on all marketing, materials, and signage
  - 20 VIP seats at seated programs
  - 20 passes for the VIP tent
  - 10 reserved parking passes
- Title sponsor of "History of Ventura County" exhibit
- Full page in PCBT History of Ventura County book
- Permanent tile in Museum plaza

INGENUITY SPONSORS $15,000
ONLY 10 AVAILABLE!

- Lead sponsor of 150th programs :
  - **Name** on all marketing, materials, and signage for programs, and on County 150th, EDC, MVC, and VCCF websites
- Lead sponsor of State of the County presentation
  - **Name** on all marketing, materials, and signage
  - 8 VIP seats at the event
  - Reserved parking at the event
  - Invitation to sponsors' reception
  - Ad in SOTC program
- Lead sponsor of County-wide community celebration
  - **Name** on all marketing, materials, and signage
  - 10 VIP seats at seated programs
  - 10 passes for the VIP tent
  - 5 reserved parking passes
- Lead sponsor of "History of Ventura County" exhibit
- Permanent tile in Museum plaza

MUSEUM OF VENTURA COUNTY

SPONSORSHIP OPPORTUNITIES

CREATIVITY SPONSORS $10,000

- Supporter of State of the County presentation
  - **Name** on all marketing, materials, and signage
  - 4 VIP seats at the event
  - Invitation to sponsors' reception
  - Inclusion in SOTC program
- Supporter of County-wide community celebration
  - **Name** on all marketing, materials, and signage
  - 6 VIP seats and 6 VIP tent passes
  - 3 reserved parking passes
- Supporter of "History of Ventura County" exhibit
  - **Name** on all marketing, materials, and signage
- Lead Sponsor of one 150th program or event
  - **Logo** on marketing, materials, and signage for one program or event
- Name on County 150th, EDC, MVC, and VCCF websites

COMMUNITY SPONSORS $5,000

- **Logo** on marketing, materials, and signage for one MVC exhibit or program during 2023
- Supporter of County-wide community celebration
  - 2 VIP seats and 2 VIP tent passes
  - 1 reserved parking pass
- Supporter of State of the County presentation
  - 2 VIP seats at the event
  - Invitation to sponsors' reception
  - Inclusion in the program

RESOURCEFULNESS SPONSORS $2,500

- **Name** on marketing, materials, and signage for one MVC exhibit or program during 2023
- Supporter of County-wide community celebration
  - 1 VIP seat and 1 VIP tent pass
- Supporter of State of the County presentation
  - 1 VIP seat at the event
  - Invitation to sponsors' reception
  - Inclusion in the program

THE 150TH ANNIVERSARY OF VENTURA COUNTY

SPONSORSHIP FORM

Sponsorship Levels

_____Innovation $25,000

_____Ingenuity $15,000

_____Creativity $10,000

_____Community $5,000

_____Resourcefulness $2,500

Sponsor or Donor Information:

Name:_____

Company (if applicable): _____

Address:_____

Phone:_____Email: _____

Payment Information:

_____ My check is attached. Please make checks payable to the **Museum of Ventura County** and note in the memo **"VC 150."**

_____ Charge my credit card:

Name on card _____

Card #_____CRV_____

Exp. Date _____ Signature: _____

_____ I have made this donation online at **www.venturamuseum.org/vc150support.**

Your gift is tax deductible to the extent allowed by law.
The Museum of Ventura County is a 501(c)3 nonprofit organization.

Signature: _____ Date:_____

MUSEUM OF VENTURA COUNTY

COUNTY of VENTURA

VENTURA COUNTY COMMUNITY FOUNDATION

PACIFIC COAST BUSINESS TIMES

EDC ECONOMIC DEVELOPMENT COLLABORATIVE

THE 150TH ANNIVERSARY OF VENTURA COUNTY

Please join these community leaders who are making this once-in-a-lifetime celebration possible!

INNOVATION SPONSORS

Harrison Industries – Since 1932 – Service is everything!

LIMONEIRA – SINCE 1893

MEISSNER

The Port of Hueneme – Oxnard Harbor District

CITY OF SIMI VALLEY

TOLD®

INGENUITY SPONSORS

Bill and Elise Kearney

CREATIVITY SPONSORS

Channel Islands – CALIFORNIA STATE UNIVERSITY

CITY NATIONAL BANK – The way up.

AERA – www.aeraenergy.com

Mike Sedell

COMMUNITY SPONSORS

Al Lowe Construction

patagonia®

CALIFORNIANS FOR ENERGY INDEPENDENCE

SOUTHERN CALIFORNIA EDISON – An EDISON INTERNATIONAL™ Company

RESOURCEFULNESS SPONSORS

Elena Brokaw and Pat Miller

Kate McLean and Steve Stone

150TH PROGRAMS CO-PRESENTERS

MUSEUM OF VENTURA COUNTY

COUNTY of VENTURA

VENTURA COUNTY COMMUNITY FOUNDATION

PACIFIC COAST BUSINESS TIMES

EDC – ECONOMIC DEVELOPMENT COLLABORATIVE

TO BE PART OF THE SPONSOR TEAM, GO TO WWW.VENTURAMUSEUM.ORG/BECOME-A-VC-150-SPONSOR/

EXHIBIT B - SPECIAL EVENT PERMIT APPLICATION

SPECIAL EVENT PERMIT APPLICATION

Please return completed application to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060 (805) 773-7034. Santa Paula is a city that is proud to host many events each year. It is our goal to enhance the vitality, quality of life, and economic prosperity of Santa Paula through the support of special events.

PERMITS REQUIRED

Special Event Permits are required for any person, group, or organization that wants to conduct, manage, aid, or solicit attendance for an event on city property that has 50 or more attendees; or any event that requires the use of City services.

Applications must be received no less than 60 calendar days before the first day of the event and no sooner than 2 years before the first day of the event. Applications received less than 60 calendar days before the event are subject to a $87 late filing fee. Annual events must reapply for each recurring event. Special Event Permits may be denied during holidays and peak season.

Incomplete applications will not be reviewed by the Special Event Committee. Any incomplete applications will be returned to event organizers.

Special Event Permit Applications and supporting documentation along with application fee can be submitted to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060, Monday-Friday 8am-5pm, via email to events@spcity.org.

A staff member from the Parks and Recreation Department will contact your event coordinator to schedule an appointment with our Special Events Committee (SEC). During this appointment, you will have an opportunity to present and discuss the details of your event.

SPECIAL EVENT APPLICATION, INSURANCE & FEES

Please keep in mind that there may be additional information you will be required to submit to receive a permit; review the list below for examples. It is important to provide all required information and documentation in a timely and complete manner throughout the permit review process. There is a $217 penalty fee if all documents are not received 30 days prior to your event.

- Park/Facility Application and Fees (if applicable)
- Alcohol Beverage Control (ABC) License (if applicable)
- Copy of Security Guard Contract (if applicable)
- Vendor List (if applicable)
- Business Licenses and insurance for event coordinators and vendors

All Special Events must have Insurance Coverage naming the City of Santa Paula as additionally insured, and supply an additional endorsement certificate with the following wording: The City of Santa Paula, and its employees, officers and agents, are added as additional insured.

The Special Event Permit Non-Refundable Application Fee partially offsets the cost of reviewing your permit application and coordinating the event review process.

In addition to the permit application fee, you may be assessed other City permit fees, department rates and fees, cost and fees associated with personnel or resources provided to your event by a City department, program or division, as well as fines that may be assessed by the City for the cost to repair and/or restore any public property damaged by an event. The current Schedule of Fees is included with this Planning Guide and Application.

APPLICATION PREPARATION CHECKLIST:

All applicants must include the following:
• Event Name
• Event Date
• Signed Application / Hold Harmless Agreement
• Non-Refundable Application Fee
• Insurance and Endorsement Certificate for Event and all Vendors in the amount of $2 million

If you will be using city facilities, you must include the following:
• Fees for Reserved Parking
• Park/Hall Rental Application • Park/Hall Fees

If you will be serving alcohol:
• Alcoholic Beverage Control License
• Santa Paula PD Alcohol Use Application
• Security Guard Contract

If you will need road /parking lot closures / special circumstances:
• Traffic Safety Plan and/or Fire Safety Plan
• Map/Layout of Event

If you will have vendors at your event:
• Vendor List
• Insurance and endorsement for all Vendors
• Ventura County Health Permit for Food Vendors
• Vendor’s must have Santa Business Business Licenses
• Signed Fire Regulations Form
• Map layout of event

If you are a non-profit:
• Proof of Non-Profit Status

SPECIAL EVENT APPLICATION

Please return completed application to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060 (805) 933-4226

Name of Event: County of Ventura 150th Celebration

Location: Agriculture Museum/ Veteran's Park/ Downtown Santa Paula

Date / Days: 10/21/23 Estimated Number of Participants: Varies

Starting time of event: See Attachements Set-up time of event: See Attachements

Ending time of event: See Attachements Take-down time of event: See Attachements

Organization / Sponsor: Museum of Ventura County / County of Ventura

Contact Person(s): Elena Brokaw / John Marquez

Address: 926 Railroad Avenue City: Santa Paula State: CA Zip: 93060

Telephone: _____ Cell: 805-297-5071 Email: jmarquez@santapaulachamber.com

Event Description, please include event flyer if available:

Please See Attachments for each location

Is this event for a non-profit? Yes Or for-profit? _____

Name or non-profit organization or business: Museum of Ventura County

Please include a copy of your 501(c) determination letter from the IRS for non-profit status.

Number of other events by the organizer _____

Is this an annual or One-time event? One time

Does this event fall on a holiday? No

City of Santa Paula
Special Events Vendor Business Tax Information and Application

Every person or company who does business in the City of Santa Paula is required to purchase an annual business license. This includes vendors who may do business only on selected days. The minimum license tax, which covers sales of up to $25,000 annually, is $20. The business license tax is in addition to the business license application fee of $30, and SB1186 $4 Fee. One license is good for the twelve months beginning October 1st and ending September 30 of each year, and covers all events in which the vendor may participate during that year. If application is made for business to be conducted after April 1 of any year, the prorated tax is $10, covering events between April 1 and September 30. Special event vendor fees are due for each event. Each license will carry a statement that the vendor is required, and by accepting the license agrees, to properly report his/her sales within the City of Santa Paula to the State Board of Equalization. This application is for use by vendors with no permanent place of business in the City of Santa Paula.

NAME OF APPLICANT_____ TITLE _____

BUSINESS NAME _____ PHONE# _____

ADDRESS_____

_____ _____ ZIP _____

SALES TAX RESALE NUMBER _____TYPE OF BUSINESS _____

Number and date of previous Santa Paula business license:

Number _____ Date issued _____

Date of expected first sale in Santa Paula this year_____

$30.00 Process Fee plus $20	For sales between Oct 1st and Sept 30th.	$4.00 (SB1186) $54.00 Total
$30.00 Process Fee plus $10	For sales between April 1st and Sept 30th.	$4.00 (SB1186) $44.00 Total
$30.00 Process Fee plus $10	One-Time Event Only	$4.00 (SB1186) $44.00 Total

I declare under penalty of perjury that this statement has been examined by me and to the best of my knowledge and belief, is a true, correct and complete statement.

_____ _____

Signature of applicant Date Signed

Please send completed form and payment to: Finance Department, 970 Ventura Street Santa Paula, CA, CA. 93061. Please allow two weeks for processing and mailing of this form.

Facilities: Check all that apply

☐ Community Center
☐ Ebell Park
☐ Las Piedras Park
☐ Harding Park
☑ Veteran's Park
☑ Streets
☐ Parking Lot
☐ Other _____

City Services Requested: Check all that apply

☒ Police
☒ Public Works
☐ Fire/First Aid
☒ Traffic Control
☐ Electricity
☐ Portable Restrooms
☐ Dumpsters
☐ Banners
☐ Other _____

Additional Event Requests: Check all that apply

☒ Vendors
☒ Food Vendors
☒ Alcohol for sale
☐ Alcohol no-charge
☒ Security Guards
☒ Amplified Sound
☒ Tents/Pop-Ups
☐ Other _____

PROVISIONS - This application is made according to the rules set forth in Santa Paula Municipal Code Section 12.16, regarding Special Event Permits. In this application, the phrase "Special Event Code" shall be used to refer to these Code requirements.

An application for a Special Event Permit is deemed completed when the applicant has provided all of the information required herein including any additional information requested, such as payment(s), insurance and endorsement certificates, park/hall application and fees, copy of ABC license, copy of security guard contract, insurance certificates, business licenses from vendors and any other documents required by the City. Application must be approved by City Manager.

1. Santa Paula Municipal Code Section 12.16. By submitting this application, the applicant understands that the City shall review the application under the procedures set forth in the Special Event Code. If the City approves the application, the CVB will issue a Special Event Permit.

2. Application Fee. Application must be submitted to the Parks and Recreation Department within 60 working days prior to the date of the event along with the application fee of:

$346.00 for a Major Event (>50 people) /+$245.00 (if encroachment permit is required)

$173.00 for a Minor Event (<50-people)/$183

and required insurance. Applications will not be processed or reviewed until application fee has been paid in full. All fees, schedules and permits are subject to change without notice. Late applications may be accepted on a case-by-case basis and are subject to a $53 fee. Acceptance of late applications depend on there being time to process and review the application. Make check payable to: "City of Santa Paula".

3. Insurance Requirements. All events must request a Certificate of Liability Insurance policy naming the City of Santa Paula as additionally insured and an additional Endorsement Certificate with following wording: The City of Santa Paula, and its employees, officers, agents and volunteers, are added as additional insured. Coverage must be at minimum: Each Occurrence: $1M, Damage to Premises: $100k, Med Exp: $10k, Personal Injury: $1M, General Aggregate: $2M.

4. Applicants Financial Responsibility. By submitting this application, the applicant understands that he/she will be financially responsible for any City fees or costs that may be imposed for the event.

5. Designee of Organization. If the application is submitted on behalf of an organization, written documentation giving authority to the applicant to sign this application on behalf of the organization by the head of the organization must be supplied.

6. Sales/Vendors. If selling of any sorts will be conducted, all vendors must provide and pay for a Special Events Vendor Business Tax License, and insurance certificate if vendor(s) is/are not covered by event organization. All booths and activities will be monitored by the City of Santa Paula and upon request vendor must provide proof of this license.

7. Use of Private Property. If private property is to be used for the event, applicant must provide written authorization of the property to be used, with dates and time from beginning to end.

8. Display of Special Event Permit. A copy of the special event permit shall be displayed in the special event venue and shall be presented upon demand of any City official. Organizers may not advertise or market their event until final approval of permit.

9. On-site Presence of Event Organizer. The event coordinator or a designated representative is required to be on-site for the duration of the event for coordination and management purposes.

10. Accessibility. It is the event coordinator's responsibility to comply with all City, County, State and Federal accessibility requirements pertaining to the Americans with Disabilities Act (ADA). Questions? If the Applicant has any questions regarding the requirements of the Special Event Code, or this application, a request for clarification should be made to the Parks and Recreation Department, 805-933-4226, events@spcity.org. However, no clarification made by the City is binding unless incorporated into the terms of the Special Event Permit.

HOLD HARMLESS AGREEMENT

The undersigned (hereinafter the "applicant") understands and agrees to be personally responsible for any damage sustained to the grounds, buildings, fixtures, or equipment, as a result of his/her/its use of City property.

The applicant certifies that he/she/it has read and agrees to the City's Special Event procedures, and acknowledges and understands that additional conditions and fees may be imposed or required at the time of the permit issuance.

The applicant shall hold harmless, defend and indemnify the City of Santa Paula, its elected officials, officers, employees, agents and volunteers from any damages that may arise as a result of the conduct of the special event for which the permit is being sought. The applicant agrees to defend, protect, indemnify and hold the City of Santa Paula, its elected officials, officers, employees, agents and volunteers free and harmless from against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of or allegedly arising out of, related to, or resulting from the conduct of the permitted event or activity. The applicant shall, at applicant's own cost, risk and expense, defend any and all claims and all legal actions that may be commenced or filed against the City of Santa Paula, its elected officials, officers, employees, agents and volunteers, and the applicant shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City of Santa Paula, its elected officials, officers, employees, agents and volunteers resulting from the permitted event or activity.

I hereby submit this Application for a Special Event Permit for the event described in this application.

John Marquez		6/8/23
Applicant Name	Applicant Signature	Date

SEC Chairperson	Date
City Manager	Date

_____ Approve Event _____ Deny Event

SEC Comments:

_____

Stipulations for issuing permit:

Reason for denial:

SPECIAL EVENT SCHEDULE OF FEES: EFFECTIVE DATE: 2022

Event Name: _____Date(s) of Event: _____

SPECIAL EVENT COSTS	CHARGE RATE	NUMBER OF HOURS	ESTIMATED TOTAL	ACTUAL HOURS	ACTUAL TOTALS
APPLICATION FEES	**ONE-TIME FEE**				
Application Fee Major Event	346.00				
Application Fee Minor Event	130.00				
Encroachment Permit	245.00				
Late Application Fee (less than 60-days)	87.00				
Late Application Fee (less than 30-days)	217.00				
STAFF COSTS	**PER HOUR**				
Public Works: Maintenance Worker,	130.00				
Parks & Recreation:					
Facility Maintenance Worker	130.00				
Park Monitor	45.00				
Facility Attendant	45.00				
Police Officer	124.00				
Planning Department	129.00				
OTHER FEES	**PER HOUR**				
Trash Pick up					
Facility Fees (from facility rental agreement)					
Special Event Business License					
Vendor Permit	22.00				
Building & Safety Inspection	109.00				
Generator/Electrical Permit	208.00				
Other					
Event Grand Total					
Deposit Collected					
Amount Due to City					

_____ Request to Waive ***City Fees*** _____Approved _____Denied

_____ Request to Waive ***Application Fee*** _____Approved _____Denied

_____ _____

Authorization Date

STREET CLOSURE EVENT

Please Note: Access for other visitors must not be impeded during event. A Special Event Permit does not grant exclusive use. Special Event Permits may be denied during holidays and peak season.

Any street closures will require a Traffic Control Plan to be submitted and approved by the City Engineer. Additionally, all events that require street closures must provide notification to local residents and businesses in the form of a postcard, mailed within a two block radius of event.

Name of Event: County of Ventura 150th Celebration Date: 10/21/23

List the names of streets to be closed and include map of closures: Please See Attachments for each location

Include map to identify all aspects of the event with the general location and name of features.

☒ Electrical Generators ☒ Vendors and Booths ☒ Mobile Stage

☒ Sound Systems ☐ Comfort Stations ☒ First Aid Station ☒ Portable Restrooms

☒ Electrical Power Sources ☒ Food Booths ☒ Entertainment ☒ Bounce House

☒ Alcohol to be sold

☐ Alcohol to be distributed ☐ Extra parking ☐ Grey Water

Date of the event: 10/21/23 Estimated number of participants: Varies by location

Starting time of event: See Attachements Set-up time of event: _____

Ending time of event: _____ Take-down time of event: _____

If applicable, describe and show location of sound amplification equipment proposed. Show direction of amplification on map. Explicit music is not permitted. See Attachements

Will the event require City personnel, service or equipment? If so, there may be an additional fee assessed per SPMC 4.40.070: Yes

Are there any unusual activities associated with this event that should be brought to the attention of the City of Santa Paula to evaluate this application? Conducted meeting with city staff on 6/6/23 to discuss logistics.

County of Ventura 150th Celebration

Agriculture Museum Information

Date: October 21st, 2023

Time: 8:00pm-6:00pm

Location: Agriculture Museum

- Museum
- Museum Parking Lot
- Railroad Avenue (10th to 9th)
- Depot Area (Santa Barbara St) – 10th to 9th
- Mill street North Alley to Santa Barbara

Street Closures/Times:

- Railroad Avenue (10th to 9th Streets) – Time TBD
- Santa Barbara St (10th to 9th Streets.) – Time TBD
- 9th Street (Railroad to Santa Barbara) – Time TBD

Events:

- Kids Zone
- Food and Craft Vendors
- Possible Car Show
- Community stage at Museum
- Museum exhibit

Road Closure

County of Ventura 150th Celebration

Concert Information

Date: October 21st, 2023

Time: 12:00pm-9:00pm

Location: Veteran's Park Area

- Park Area
- Ventura Street (10th to Mill) – Food Trucks
- Mill Street (Yale to Ventura) - Vendors
- Post Office Parking Lot (Backstage /Band Parking)
- VIP Seating in Park
- Beer gardens (3)

Set up Time:

- Friday 9:00am – Saturday 12:00pm (Overnight security)
- Saturday 9:00am -12:00pm (Vendors)

Staging:

- Stage in Park (Northwest corner)

Street Closures/Times:

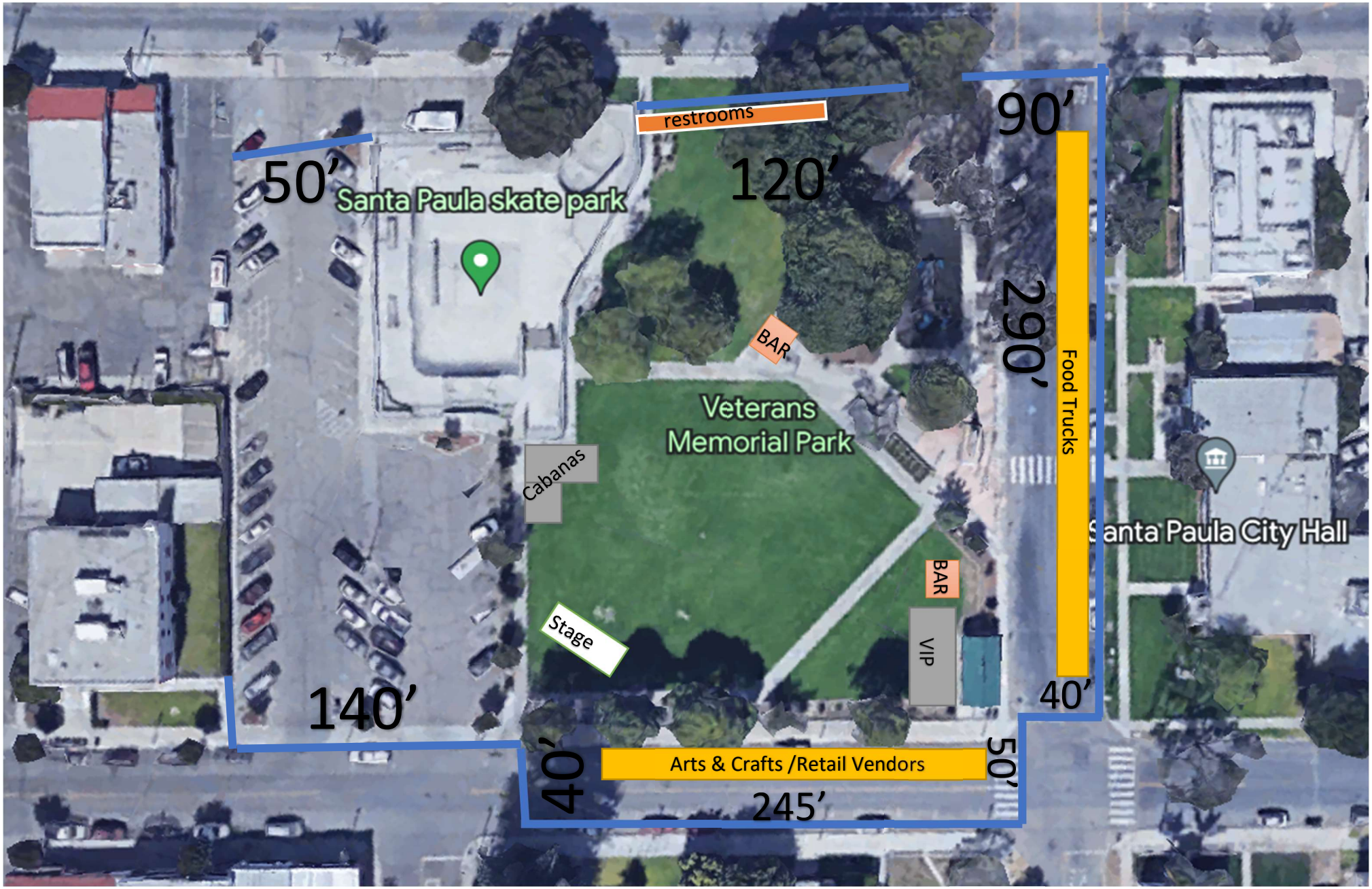
- Mill St (Yale to Ventura) – Time TBD
- Ventura Street (10th to Mill St.) – Time TBD

Post Office Parking Lot Closure:

- Friday 10:00am to Saturday 9:00pm

Events:

- Concert featuring several bands (TBD)
- Food Trucks (Ventura St)
- Craft Vendors (Mill Street)


restrooms
90’
50’
Santa Paula skate park
120’
290’
Food Trucks
BAR
Veterans
Memorial Park
Cabanas
Santa Paula City Hall
BAR
Stage
VIP
140’
40’
40’
Arts & Crafts /Retail Vendors
50’
245’

T Trash
Google Maps
Elys Beauty Salon
Gate Manned by Security & Team member
United States Postal Service
S Mill St
La Unica Multiservicios
Ventura County Market
Tlaquepaque
Great American Nautilus Fitness
Alebrijes Juice Bar
Yale St
Ventura County Fire Station 29
S 10th St
Event Command Area
Trash Dumpster
Band Parking Load In & Out
Santa Paula skate park
Toilets Backstage
150
Security Camera Tech Santa Paula
Band Check In
Green Room Tents
Veterans Memorial Park
Band food & Drink 10x20 or 20x20 + tables & Rounds & chairs
Headliner Trailer
Km-Office Trailer
Stage 16x20
Stage
Dance Floor
Parkview Senior
E Ventura St
Toilets w/ Hand Sink
Santa Paula Fire Code Enfrcmt

Road Closure

County of Ventura 150th Celebration

Parade Information

Date: October 21st, 2023

Time: 9:00am-11:00am

Location: Downtown Santa Paula -Main Street (7th to Mill to Santa Barbara)

Set up Time: 7:00 – 9:00am

Parade Staging:

- Santa Barbara St. (7th to Olive St)
- 7th Street (Main to Santa Barbara)

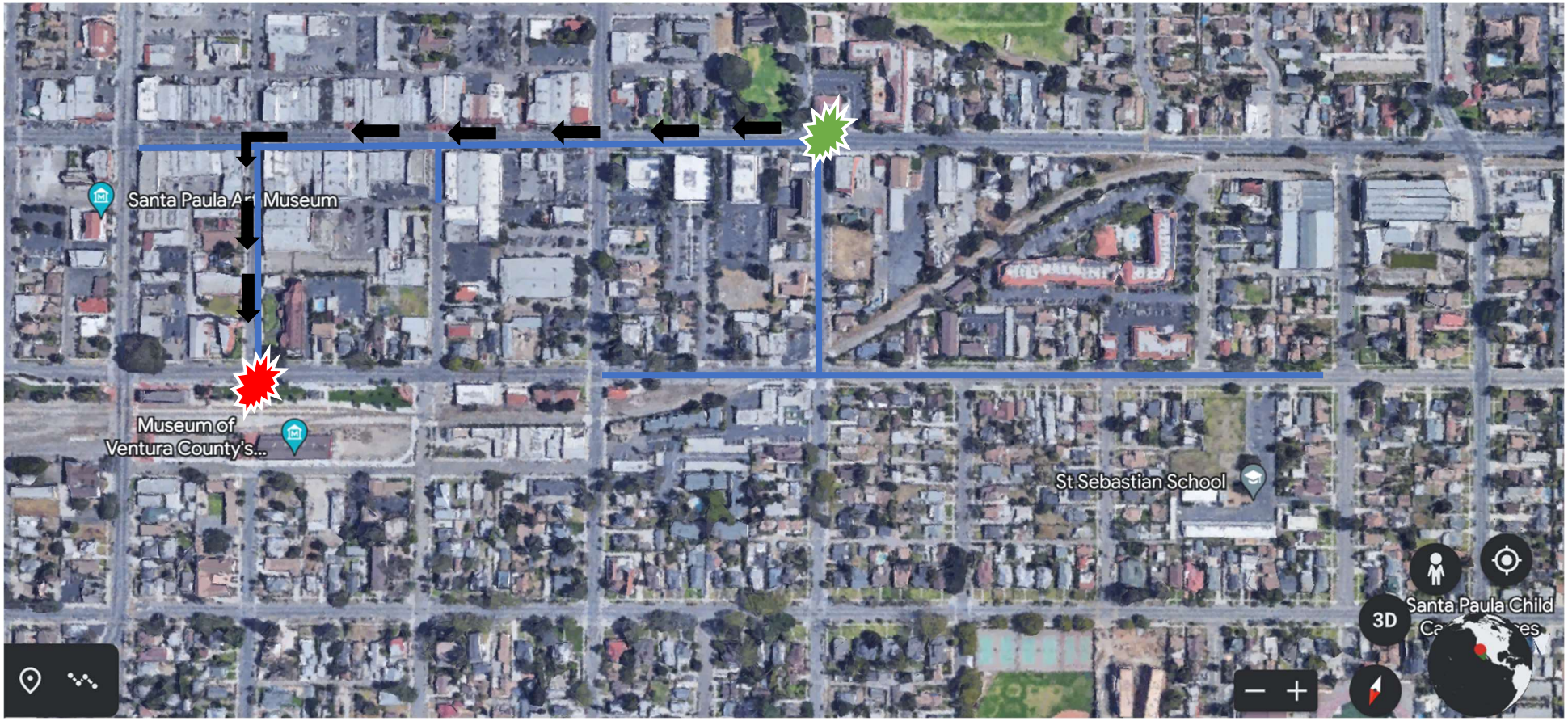
Street Closures/Times:

- Main Street (7th to 10th) 8:00am-11:00am or when parade ends.
- Mill Street (South Alley to Santa Barbara St.) 8:00am-11:00am or when parade ends.
- Santa Barbara (Olive to 8th Street) 7:00am -11:00am (open to residents and parade entrants).
- Davis Street (Alley to Main) 7:00am – 11:00am or when parade ends

Stage: Small Stage at Davis and Main for parade announcing.

Event:

- County Parade featuring 75-100 entries



Parade Road Closure

Parade Start

Parade End

Parade Route

EXHIBIT C - ADDITIONAL LETTER OF REQUEST

MUSEUM OF VENTURA COUNTY

Board of Directors
2022-2023

Bill Kearney
Chair

Richard Rush
Vice Chair

Mike Sedell
Treasurer

Jessica Arciniega
Secretary

Betsy Chess
David Fukutomi
Patrick Hylton
Leslie Leavens
Al Lowe
Kate McLean
Greg Monterrosa
Gabriella Navarro-Busch
Tom Pecht
Jim Scanlon

June 13, 2023

Andy Sobel, Mayor
Leslie Cornejo, Vice Mayor
Jenny Crosswhite, Councilmember
Pedro Chavez, Councilmember
Carlos Juarez, Councilmember
Dan Singer, City Manager
City of Santa Paula
970 E. Ventura St.
Santa Paula, CA 93060

Dear Mayor Sobel; Vice Mayor Cornejo; Councilmembers Crosswhite, Chavez, and Juarez; and City Manager Singer,

On behalf of the Museum of Ventura County and our co-presenting partners, **we hope you will consider this request to become an Innovation Sponsor of the 150th anniversary of Ventura County**. This sponsorship would include waiving some or all of the fees associated with the largest planned event in the series, to be held in Santa Paula on October 21, 2023.

As I'm sure you all know, Ventura County is celebrating the 150th anniversary of the founding of our county in 2023. To mark this milestone, the Ventura County Board of Supervisors has partnered with the Museum of Ventura County to present a series of programs highlighting our unique history, our amazing community, and why we all live and work here. Those programs include:

- A kick-off celebration on June 23 in Ventura
- A county-wide festival on October 21 in Santa Paula
- A new exhibit on the history of the County, to open in October in Santa Paula — with satellite exhibits in 4 locations across the county
- Online programs highlighting our history and our innovative community members
- Pop-up festivals across the county
- State of the County presentation on November 2 in Simi Valley
- A new book on the history of Ventura County

MUSEUM OF VENTURA COUNTY

The biggest event in the series, by far, is the Family Fair and Music Festival planned for Santa Paula on October 21. The Museum of Ventura County is working with the Chamber of Commerce and other local non-profits to make this a truly special day. Our hope is to create an experience that will bring residents who have never before been to Santa Paula to our gem of a city.

- A community parade (9:00 - 11:00 A.M.)
- Family fair at and around the Agriculture Museum (11:00 A.M. - 3:00 P.M.), which will include a kids' zone, a community stage, car show, arts and crafts fair, tours of Santa Paula historic sites, and much more
- A music festival at Veterans' Park in front of City Hall (3:00 - 8:00 P.M.). The festival will feature 5 bands, starting with local treasure Charles Law, including Rey Fresco and Mariachi Camarillo, and ending with the internationally known swing band, Big Bad Voodoo Daddy

Pulling off this festival in a way that will make Santa Paula proud will require a mammoth effort, and we would like the support of the City of Santa Paula to make sure this event really makes our city shine.

To help support all of the programs of the 150th anniversary, the Museum of Ventura County has assembled a sponsorship campaign in partnership with the Museum of Ventura County, the Ventura County Community Foundation, the Economic Development Collaborative, and the Pacific Coast Business Times.

We respectfully ask that you join this campaign as an Innovation Sponsor, which is a sponsorship of $25,000. There are only ten slots open at this level and seven are already filled. We hope the City of Santa Paula will choose to join Limoneira, Meissner Filtration, the Port of Hueneme, the City of Simi Valley, the Ventura County Credit Union, TOLD Corporation, EJ Harrison & Sons, and the VCCF. At that level, the City's logo will be on ALL materials, signage, marketing, websites, and more for all of the programs associated with the 150th anniversary.

For more information, please do not hesitate to call or email Museum Director Elena Brokaw at ebrokaw@venturamuseum.org, or (805) 804-7144.

With your support, we know we will have a celebration that will be remembered for years to come — maybe even for another 150 years!

Sincerely,

Bill Kearney
Chair, Board of Directors
Museum of Ventura County

Elena Brokaw
Executive Director
Museum of Ventura County

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: RESOLUTION APPROVING DIVERSITY EQUITY AND INCLUSION REPORT

Date: June 21, 2023

Agenda Item: 12.B

RECOMMENDATION:

1. Adopt Resolution No.7470 approving the Diversity, Equity and Inclusion (DEI) Report, as developed by staff, and directing the Equity and Social Justice ad hoc committee to continue advising Council on the implementation of the DEI Report.

Presented by: Miguel Perez, Management Fellow

BACKGROUND:

On December 16, 2020, the Santa Paula City Council unanimously adopted Resolution 7318, which, in part, affirmed the Council's commitment to meaningful advancements of justice, equity, diversity, and inclusion, declaring the intent to end any racial and social disparities internal to the City. Resolution 7318 established an ad-hoc committee, and the Mayor appointed Councilmembers Jenny Crosswhite and Andy Sobel to serve on the committee.

Beginning in early 2021, following the establishment of the Equity and Social Justice ad-hoc committee, the committee and staff began reviewing policies and practices that may contribute to inequities in the organization and community. In addition, over the past several years, the committee held numerous listening sessions with community members.

The Equity and Social Justice ad hoc committee was tasked with drafting a statement addressing racism, diversity, and police brutality. The Committee's work included, but was not limited to, the following:

- Working with community stakeholders to develop a resolution addressing racism as a health crisis.
- Providing guidance to develop internal policies prioritizing, supporting, and investing in equity, diversity, and inclusion.
- Supporting and encouraging public participation to ensure meaningful engagement and capacity-building opportunities for residents most impacted by racial and social injustice.
- Study and analyze quantitative and qualitative indicators that show existing inequities and disparities in the City and how the community experiences the City's desired outcomes.

- Developing a summary report that describes existing equity-related activities throughout City departments.
- Preparing a set of policies and recommended changes to City policies to promote equity and social justice.
- The Committee would report to the City Council at regular intervals and compile a final set of recommendations for consideration by the City Council.

On February 15th, 2023 City Council held a special meeting to review the first draft of the Diversity, Equity, and Inclusion report and provided feedback for staff regarding City policies and practices. A second reading of the report and further review continued at the March 15th, 2023, special meeting. At that time Council provided feedback and minor edits to staff, which are now reflected in the final report.

ANALYSIS:

The Diversity, Equity, and Inclusion report "Exhibit A" is divided into several sections, each focusing on a different aspect of the City's efforts to promote equity and inclusion. Below is a brief overview of each section:

1. **Defining Diversity, Equity, and Inclusion:** The report begins by defining these key terms, emphasizing the importance of recognizing and addressing systemic imbalances.

2. **Eight Can't Wait**: The report discusses the City's adoption of the "Eight Can't Wait" campaign, which includes measures to reform policing practices.

3. **City Policies & Practices**: This section outlines the City's commitment to promoting equity and social justice, including the development of policies and practices to address societal inequities.

4. **Outreach and Communication**: The City's efforts to improve communication and outreach are highlighted, including the launch of a new multilingual website and the initiation of Spanish translations for various communications.

5. **Listening Tour & Research**: The report discusses the Committee's efforts to engage with the community and listen to their experiences and concerns.

6. **Infrastructure**: The City's infrastructure plans, including the adoption of a Pavement Management Plan and initiatives to enhance pedestrian safety, are outlined.

7. **Housing**: This section discusses concerns related to housing affordability, accessibility, and dignity of living situations, and outlines potential policy areas for consideration.

8. **Safety**: This section covers discussions related to public safety and the City’s police department, including areas of interest such as response to 911 calls and safety for students around schools.

9. **Cost of Living**: This section covers the cost of utilities and rental housing is from residents comments, including policy considerations such as reducing late fees and examining expenses to mitigate the rising cost of services.

10. **Quality of Life**: A variety of issues affecting residents' quality of life are discussed, with policy considerations for ongoing work to address these issues.

11. **Access to Information/Communication**: The importance of providing City-related information in an efficient manner, including providing bilingual material is discussed.

12. **Employment and Training**: The City's commitment to equal employment opportunities and the ongoing efforts to eliminate barriers to implement the City's EEO Policy are discussed.

The Diversity, Equity, and Inclusion report reflects the City's commitment to inclusivity, and its ongoing efforts to address systemic disparities and improve the quality of life for all residents. Feedback from the City Council during the special meetings held on February 15 and March 15, 2023, led to revisions in the report included as "Attachment A".

STRATEGIC PLAN:

This item/action supports City Council's goal of developing programs around retention under the "Operational Excellence" section of the two-year Strategic Plan by exploring a Diversity, Equity, and Inclusion policy for the City.

FISCAL IMPACTS:

There is no fiscal impact associated with receiving the report. The recommendations contained within the report each have an individual financial impact, primarily in operating expenditures. Staff may evaluate those matters individually to the City Council and provide a more comprehensive financial impact.

OPTIONS:

As an alternative to the staff's recommendation, City Council has the following options available: 1. Direct staff to make additional revisions to the Diversity, Equity, and Inclusion report and return with a final version; 2. Conduct additional study or listening sessions to discuss further potential policy considerations and/or receive more community input; 3. Reject the Diversity, Equity, and Inclusion report.

ATTACHMENTS:

Resolution_No.7470_Diversity__Equity_and_Inclusion.docx
Diversity Equity and Inclusion Report .pdf

Attachment A - Resolution No. 7470

RESOLUTION NO. 7470

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, ADOPTING THE DIVERSITY, EQUITY AND INCLUSION (DEI) REPORT TO ESTABLISH A DEI LENS AND FRAMEWORK

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

SECTION 1: *Findings.* The City Council finds that:

A. The City Council acknowledges the ongoing demands for justice and systemic change in our society, recognizing the lives lost due to systemic inequities, including those of Ahmaud Arbery, Breonna Taylor, George Floyd, and many others;

B. The City Council Acknowledges the historic role government has played in systemically driving and perpetuating societal inequities along racial, gender, and socioeconomic lines resulting in different living conditions and opportunities;

C. The City Council recognizes that systemic biases continue to create barriers to success for people of color, low income families, LGBTW+ individuals, people with disabilities, and other disadvantaged communities;

D. These systemic biases have detrimental impacts on social determinants of health, such as socioeconomic status, education, environment, employment, social support networks, and access to health care;

E. The City Council commits to reversing the effects of past inequitable policies, processes, and practices, recognizing its role in understanding and communicating the impacts that its decisions have on diverse communities

SECTION 2: *Affirmation*. The City Council affirms its commitment to diversity, equity and inclusion, declaring its intent to acknowledge systemic disparities, strengthen community voice and power, close the racial injustice gap serve and better serve our communities.

SECTION 3: *Recognition of the Diversity, Equity and Inclusion Report*. In furtherance of the Affirmation set forth in Section 2, the City Council hereby adopts the Diversity, Equity and Inclusion Report as a guiding lens for future decision-making processes, and will incorporate its recommendations into City operations and policies.

SECTION 4: *Continuation of Advisory Committee*. The City Council will continue the role of the Equity and Social Justice Ad Hoc Committee ("Committee") to provide guidance for implementation of the Diversity, Equity and Inclusion Report recommendations.

SECTION 5: This Resolution supersedes Resolution No. 7318 and will become effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 21st day of June, 2023

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

Exhibit A
to Resolution No. 7470

City of Santa Paula

Diversity, Equity, and Inclusion Report

June 2021

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City of Santa Paula

Introduction

The content of this special report represents the culmination of the findings and recommendations of the City Council's Equity and Social Justice ad-hoc committee. On December 16, 2020 the Santa Paula City Council unanimously adopted Resolution 7318, which, in part, affirmed the Council's commitment to meaningful advancements of justice, equity, diversity, and inclusion, declaring the intent to end any racial and social disparities internal to the City (Appendix A).

Resolution 7318 established an ad-hoc committee appointing Councilmembers Jenny Crosswhite and Andy Sobel to serve on the committee, to work with City staff to examine practices and policies, to meet with local organizations and individuals to obtain input on their experiences with the City, and to return to the Council with a report on their findings and recommendations. Although Resolution 7318 sought to have the committee return to the Council with findings within twelve months, the effort to gather input and data and to examine practices of other organizations has required more time and has now resulted in this final report.

About Santa Paula

The City of Santa Paula, California is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. Santa Paula is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, Santa Paula is referred to as the "Citrus Capital of the World."

The City of Santa Paula was incorporated on April 22, 1902 and is a major distribution point for citrus fruits in the United States and is also noted for avocado producing and processing. The community has a quaint, small town image, ideal climate and reasonably priced housing. Santa Paula maintains its own identity and is in close proximity to the many tourist, recreational, and cultural activities that abound in Southern California.

Santa Paula covers an area of 5.69 square miles and has a population of (as of the 2020 Census) 30,657 residents with the population being 82.8% Latino/Hispanic with a median age of 32 years.

Background

The tragic losses of individuals such as George Floyd, Ahmaud Arbery, Breonna Taylor, and many others, sparked a nationwide movement to address racial and social issues impacting Black Americans and addressing excessive uses of force by law enforcement personnel. Like cities across the nation, Santa Paula was home to Black Lives Matter protests, as well as calls for greater police oversight and changes in funding for police services.

As a result of the tragic events and numerous measures, as well as the City's efforts to end racial and social disparities, on July of 2020, Santa Paula Police embraced the "Eight Can't Wait" campaign by agreeing, among other things, to end choke holds, use de-escalation tactics, and hold police personnel accountable when observing officers who aren't following department policies.

On November 4, 2020, the Santa Paula City Council was asked to consider a resolution that declared racism as a public health crisis and calling for numerous assurances aimed at addressing systemic racism, expanding social services, creating diversity in the workforce, and eliminating police brutality. While the City Council did not adopt the resolution, a motion was carried to draft a revised resolution at a later public meeting.

The Equity and Social Justice Ad Hoc Committee was tasked with drafting a statement addressing racism, diversity, and police brutality. The Committee's work was to include, but not be limited to, the following:

- Working with community stakeholders to hold listening sessions.
- Providing guidance to develop internal policies that prioritize, support, and invest in equity, diversity, and inclusion.
- Supporting and encouraging public participation to ensure meaningful engagement and capacity-building opportunities for residents most impacted by racial and social injustice.
- Study and analyze quantitative and qualitative indicators that show existing inequities and disparities in the City, and how the community experiences the City's desired outcomes.
- Developing a summary report that describes existing equity-related activities throughout City departments.
- Preparing a set of policies and recommended changes to City policies to promote equity and social justice.

The Committee would report to the City Council at regular intervals and compile a final set of recommendations, for consideration by the City Council.

Background

Resolution 7318 additionally set out to:

- Acknowledge the historic role government has played in systemically driving and perpetuating societal inequities along racial, gender, and socioeconomic lines that have resulted in vastly different living and social conditions and access to opportunities;
- Recognize that systemic racism resulting from the inherent biases and prejudices within social and political organizations, groups, or institutions continue to create barriers to success for people of color;
- Recognize that systemic racism negatively impacts the social determinants of health, such as socioeconomic status, education, neighborhood and physical environment, employment, and social support networks, as well as access to health care; and
- Recognize that the City has to play a role in understanding and communicating the impacts that its decisions have on low income families, communities of color, LGBTQ+ individuals, people with disabilities, and other disadvantaged communities.

Defining Diversity, Equity and Inclusion

The term "diversity" refers to the presence of different and multiple characteristics that make up individual and collective identities, including race, gender, age, religion, sexual orientation, ethnicity, national origin, socioeconomic status, language, and physical ability.

The term "equity" refers to fairness and justice and is distinguished from equality: Whereas equality means providing the same to all, equity means recognizing that we do not all start from the same place and must acknowledge and make adjustments to imbalances. The process is ongoing, requiring us to identify and overcome intentional and unintentional barriers arising from bias or systemic structures.

The term "inclusion" refers to creating environments in which any individual or group can be and feel welcomed, respected, supported and valued to participate fully.

Current Efforts

Beginning in early 2021, following the establishment of the Equity and Social Justice ad-hoc committee, the committee and staff have been reviewing policies and practices which may contribute to inequities in the organization and community. The following section identifies existing policies and new practices which work to strengthen the City's commitment to equity and social justice.

Santa Paula, like all local governmental organizations, must comply with all equal employment opportunity (EEO) State and Federal laws. The City's adopted Personnel Rules and Regulations set out to:

1. Ensure fair treatment and nondiscrimination in City hiring and City employment.
2. Provide compliance with State and Federal equal opportunity requirements and regulations.

Employment and Training

These policies work to ensure the City considers hiring of persons based on ability and fitness, "regardless of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by Federal and/or State law." Similarly, the City's Personnel Officer is responsible for examining internal policies or procedures to eliminate barriers to implement the City's EEO Policy.

The City is currently updating its Personnel Rules and will be considering a more explicit policy on Diversity, Equity and Inclusion (DEI), stating the City's commitment to fostering and cultivating a culture embracing diversity, equity and inclusion and establishing goals for diversity awareness and sensitivity training.

In 2021, all sworn members of the Santa Paula Police Department participated in Cultural Diversity training, offered through the Museum of Tolerance. The course is California POST (Police Officer Standardized Training) certified, with a focus on the evolving role of law enforcement in an increasingly diverse society.

Employment and Training

The City Manager, as Personnel Officer for the City, is bound by terms of an employment agreement, which requires in Section 20A and 20B of that agreement compliance with the International City Manager Association's (ICMA) Code of Ethics. Tenet 11 of the Code states that members shall: "Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline. All decisions...should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status. It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations."

ICMA's Code of Ethics and Declaration of ideals speak to the profession's obligation to serve the best interest of all people and to achieve equity and social justice. To ensure that all the people within their jurisdiction have the ability to actively engage within their local government, members should strive to eliminate barriers to public involvement in decisions, programs, and services.

Policies and Practices

In 2021, the Police Department's Use of Force policies were revised to include explicit expectations for reporting suspected violations of the policy as well as anti-retaliation language against those who do report such violations. Further clarifications were made to define a "failure to intercede" a "duty to report excessive force" and added language requiring officers to "carry out their duties, including the use of force, in a manner that is fair and unbiased." Officers may now only use "a level of force that they reasonably believe is proportional to the seriousness of the suspected offense or the reasonably perceived level of actual or threatened resistance (Government Code Section 7286(b))."

In addition, State law requires the City to report to the California Department of Justice all officer-involved shootings and all incidents "involving the use of force resulting in serious bodily injury" [Government Code Section 12525.2].

The Santa Paula Police Department maintains extensive policies governing the behaviors, expectations and responsibilities of its sworn members. One critical component of the Department's policies is the section on Use of Force, which provides guidelines on the "reasonable use of force" which every member is expected to adhere to (see SPPD Lexipol Policy: 300).

Current Efforts

Eight Can't Wait

In response to the "Eight Can't Wait" campaign (Attachment "A" to this report, entitled: "Where We Stand"), the Santa Paula Police Department, with support from the City Council, altered its policies and practices in the following categories.

Choke Holds. The Department eliminated the use of Carotid Control Holds as a restraining technique. The Use of Force Policy now reads: "Officers of this department are not authorized to use a carotid restraint hold" (Lexipol Sections 300.3.4 and 300.3.7).

De-Escalation. The Policy was also revised to incorporate a section on "de-escalation" as a reasonable technique to persuade an individual "to voluntarily comply" in a way which "may mitigate the need to use a higher level of force to resolve the situation..." (Section 300.3.6 and Government Code Section 7286(b)). Periodic de-escalation training is also now required of all Santa Paula Police Officers.

Moving Vehicles. Terms of the policy were added to prohibit officers from shooting at or from a moving vehicle, making it clear that "Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle" (Section 300.4.1).

Displaying of Firearms. A new provision was added requiring officers to "carefully evaluate each tactical situation" in order to "use sound discretion when drawing a firearm in public" as "individuals might perceive the display of a firearm as a potential application of force" (Section 300.4.2).

Current Efforts

City of Santa Paula

Outreach and Communication

In February 2020, the City launched a new, improved and more dynamic web site, bolstering content, information and resources, in a multi-lingual format. Also in 2020, the City initiated Spanish translation on all press releases, flyers and announcements, and social media posts, helping to break down language barriers and increasing access to information for the community's Spanish-speaking population.

The City's Parks & Recreation Department collaborated with community stakeholders and members to establish a Social Services Coalition in 2021. The Coalition comprises more than 60 social service agencies and local non-profits working together to serve the Santa Paula community. The Coalition is about connecting resources to the community. Focus areas include networking/education, marketing/outreach, and community awareness/events.

The City Council utilized almost $300,000 in Federal American Rescue Plan funding to support local non-profits providing services during the pandemic to our most vulnerable residents and offset fees associated with many youth programs and services.

Current Efforts

Infrastructure

In 2019, the City Council adopted a Pavement Management Plan, which sets out to systematically improve all of the City's 55 miles of streets. In 2022 the Council earmarked funding to replace a total of 8 key pedestrian intersections to enhance safety, especially related to school sites, with pedestrian-activated flashing beacons. This technology provides proven safety features so that unsignalized crosswalks are made much safer for pedestrians.

Listening Tour & Research

Over the course of several months the Committee met with members of the community both in small groups and using virtual communications methods for the purpose of listening to community experiences and concerns.* In addition to these smaller listening sessions, the Committee also worked with city staff to advertise and host a larger listening session at the community center that was open to the general public. Conversations were held in both English and Spanish.

The committee asked participants for feedback on questions such as the residents' experience working with the city government, attending City Council meetings, interactions with the police department, any experiences of discrimination, and their general experiences living in Santa Paula. The Committee worked to create an atmosphere where participants felt comfortable sharing their experiences in order to help the Committee members define the problems, capture experiences, and bring back potential policy changes to the City Council.

* Since these sessions were held while the city was under a declared state of emergency for the COVID-19 pandemic, the Committee utilized virtual tools, met with smaller groups, or held gatherings in larger spaces (like the community center) to accommodate social distancing.

City Policies & Practices

Residents commented on a wide variety of issues that are under the purview of the city, or could be accomplished in partnership with other agencies. Some suggestions we heard have already been addressed by the City. The following issues were also communicated.

Policy Considerations/Partnerships:

- The cost of some community events inhibit participation
- The City should make sure all affected parties are notified when Public Works projects are happening in town
- When talking about city residents, we should limit saying "citizen" and should say "resident"
- Not all community members have always felt welcome, safe, or comfortable attending city-sponsored meetings.
    - How do you create a safe space in council chambers for all people?
- Spanish as a Second Language Classes should be offered by the City
- Santa Paula should follow best DEI Practices for cities such as establishing DEI trainings for staff and Council
- Council should review its Street Names List and consider adding names to the list
- Santa Paula should partner with outside agencies to provide access/information to residents about worker and workplace grievance procedures to address
    - Workplace discrimination
    - Who does workplace inspections/handles complaints?
    - Who can people call for assistance?
    - Is it possible to have surprise workplace inspections?
- The City should ensure Council conversations around topics of interest to the community occur in a more timely manner:
    - - Ex: RiNu Project, Community College, etc.

A. Housing

We heard from a number of residents about issues related to housing. Most commonly they were expressing concerns around rental affordability, accessibility, and dignity of living situations. We also heard about issues related to unhoused residents and over-housed seniors.

<u>Potential Policy Areas/Discussions:</u>

- Adopting a residential rent stabilization and eviction protection ordinance
- Placing on City's website a list of recommended resources available to tenants and landlords, including but not limited to legal aid services
- Education of Landlords about city policies, renters rights, and relevant state and federal legislation.
- Continuing to create partnerships towards more affordable housing opportunities and more units
- Ensuring affordable housing is accessible regardless of immigration status
- Residents have experienced various issues acquiring rental housing:
    - Credit Issues with rentals
    - Discrimination related to family size
    - Steep deposit requirements
    - Challenges with filling out paperwork
- The City needs improved Code Enforcement of rental units
- There is a need to address all unhoused residents:
    - Diversity of Housing Options (shelter, transitional, affordable)
    - Close-by Women/Family Shelter options
    - More resources for unsheltered residents
- Housing options available for over-housed Seniors looking to downsize
- Encourage private developments of smaller and more versatile housing types

B. Safety

There were a number of different discussions related to public safety, and the City's police department in particular. Some of these are related to student safety around our schools. Below is a summary of some of the issues we heard that could help improve police-community relations.

Areas of Interest/Potential Discussions:

- Response to 911 Calls
  - Review 911 responses times (Priority 1 Calls) and confirm the police dispatcher is offering the option of follow-up contact by officers, request to remain anonymous, or no follow-up contact.

- Domestic Violence:
  - Ensure Domestic Violence is properly reported by the police so it can be used for processing U-Visa documents on behalf of crime victims.
  - Ensure best practices for Domestic Violence calls are being followed with regards to interviews of victims, suspects, and witnesses.

- Regarding the culture of policing
  - Periodic updated training for best practices of interacting with crime victims.
  - Training consisting of officers to interact professionally and compassionately with crime victims.

- Explore best practices for Community Policing*

- Safety for students arriving/leaving school
  - High visibility by school resource officers, patrol, and traffic car/motor officer.
  - Pedestrian/traffic safety at pick-up and drop-off times.
  - Parking issues, including cars double parked or creating gridlock.

- Patrol city with integrity and an equity lens.
- Establish a Resident Advisory Committee.
- Host more community meetings/forums with the police department to address ongoing neighborhood problems.
- Ensure we have adequate Spanish speaking officers/resources to assist on calls with Spanish speaking residents.

*

C. Cost of living

We heard from many residents about the high cost of utilities (water/sewer, trash, electricity, gas, etc). We also heard about costs related to rental housing (see section: "HOUSING").

Policy Considerations

- Water/Sewer Bills:
  - City should examine expenses in order to mitigate the rising cost of services
  - City should reduce the cost of Late Fees
  - The due date of water/sewer bills should more closely match standard pay periods
  - The arrival date of bills seems to fluctuate
  - Is there a legal timeframe for how long people have to pay their bill?

- Utility Assistance (including, but not limited to Water/Sewer)
  - Information about utility assistance programs
  - Low-income subsidies for Water/Sewer

D. Quality of life

What follows are a variety of issues and topics that residents addressed which affect their quality of life in the City. The list also includes options for ongoing work to continue addressing quality of life issues in the future.

Policy Considerations

- Strengthen the City's No-Smoking Ordinance
- Should we consider establishing an ongoing DEI Committee?
  - If so, do we invite Santa Paula Unified School District to be involved?
- Is street lighting working, sufficient, and present in areas of the city where residents desire to improve it?
- Providing exercise equipment for adults in parks to use while their children are playing
- Improvements to, and more frequent cleaning of park bathrooms
- Working with the School District to provide access to school playground facilities
- Extending the bike trail to east and west of the City
- Working with outside agencies around issues surrounding youth mental health and wellness
- Increased funding for the Youth Center and youth activities

E. Access to Information & Communication

We heard from many residents about the importance of having access to City-related information in a language they understand (most commonly Spanish). In addition, residents expressed that they did not always receive information they thought they had signed up to receive.

Practices to consider:

- Provide interpretation of Council Meetings
- Consider streaming of Council Meetings in Spanish
- Provide translated Council agendas
- Review new phone system to ensure it has improved residents' ability to contact departments and get responses in English and Spanish.
- Communication:
  - Work with Community groups to advertise Council meetings
  - Provide community with printable fliers for important meetings/topics
  - Make sure that the City's website sign-up form ("Notify Me") is working and that all departments are using the list serve
  - Expand methods we use to share council actions and outcomes with the community
- Engagement with Residents:
  - Consider more non-traditional outreach venues: Soccer Games, Farmers Market, and public service distribution sites to communicate key City initiatives and increase access to information

Appendix A: Where We Stand

WHERE WE STAND

An Overview of the Santa Paula Police Department's Policies as Compared to #8CANTWAIT

Our police officers have a history of judicious, lawful and reasonable use of force consistent with well-established laws, policies, standards and community expectations. As a result, our policies are consistent with the **#8CANTWAIT** recommendations.

#1: BAN CHOKEHOLDS & STRANGLEHOLDS

The use of the Carotid Control Hold has been removed from all department trainings and allowable policing practices, effective immediately.

#2: DE-ESCALATION

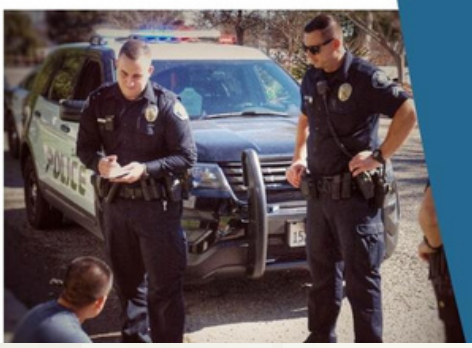
All officers receive de-escalation and crisis intervention training, which emphasizes the use of interpersonal communication and alternatives to using physical force to pursue a peaceful incident resolution (SB 230).

#3: WARNING BEFORE SHOOTING

SPPD Policy #300.4 requires officers to identify themselves and provide warnings, when feasible, prior to the application of any use of force.

#4: EXHAUST ALL ALTERNATIVES BEFORE SHOOTING

SPPD Policy #300.3 requires that officers carefully evaluate situations and, based on training received, use only the amount of force reasonably necessary to resolve a law enforcement issue or dangerous situation.



Appendix A (cont.): Where We Stand

#5: DUTY TO INTERVENE

SPPD Policy #300.2.1 states that an officer has a duty to intercede if he/she observes another officer using force that is unreasonable for the circumstances at hand.

#6: BAN SHOOTING AT MOVING VEHICLES

SPPD Policy #300.4.1 discourages shooting at moving vehicles in an attempt to disable them and recommends that officers move out of the path of any approaching vehicles; it acknowledges the need of such actions only under extreme circumstances where a driver poses a deadly threat.

#7: USE OF FORCE CONTINUUM

SPPD Policy #300.1 and #300.2 provides guidelines on reasonable use of force and requires officers to make such decisions in a professional, impartial and reasonable manner given the facts and totality of the circumstances.

#8: COMPREHENSIVE REPORTING

SPPD Policy 300.5 outlines a process so that every use of force is thoroughly documented and reviewed by several levels from the Watch Commander to the Chief of Police. Such reports are reviewed by a committee, consisting of officers who have expertise in tactics and use of force. The review is weighed on legal justification, policy and case law. The review is then sent to the Commander who will review and pass it to the Chief for a final review. These reports are also reviewed yearly by a committee to see if changes are needed in the department. Any violations of policy or law are investigated by an internal affairs process. All serious violations or conflicts with personnel are referred to an outside investigation agency to ensure the investigation is unbiased and the integrity of the investigation is maintained, or to the District Attorney's office if it is crime related.

Use of Force Statistics

In 2019, SPPD responded to 24,687 calls for service. Of these calls, there were 13 reportable uses of force: 6 Physical, 4 Taser, 2 Canine, 1 40mm Sponge Round. Less than 1% of calls required Use of Force (0.52 per 1,000 people).

For more information on SPPD's policies, visit SPCity.org/220/Police

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Interim Police Chief

Subject: CONSIDERATION OF AN AUTOMATED LICENSE PLATE READER (ALPR) POLICY AND THE WAIVER OF FORMAL BIDDING REQUIREMENTS ALLOWING PURCHASE OF FLOCK SAFETY ALPR CAMERAS FUNDED BY SLESA CAL-COPS FUNDS.

Date: June 21, 2023

Agenda Item: 12.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the addition of Policy 434 - Automated License Plate Readers (ALPRs) to the Santa Paula Police Department Policy Manual;
2. Waive formal bidding requirements to award Flock Group, Inc. a contract for ALPR equipment and services by finding its bid, though not the lowest, is required and desirable for the reasons given in the staff report; and
3. Authorize the City Manager to execute an agreement with Flock Group Inc., in the amount of $58,850 for the purchase of ALPR equipment and services.

Presented by: Don Aguilar, Interim Chief of Police

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.

On March 1, 2023, the City Council approved the expenditure plan for the FY 22/23 SLESA Cal-COPS funds. Among the equipment identified for purchase was Safety License Plate Reader (LPR) fixed location cameras.

Prior to purchasing the identified equipment, staff deems it prudent to provide transparency surrounding the use of surveillance technology to ensure that decisions around the acquisition and use of surveillance technology consider the impacts that such technology may have on civil rights and civil liberties.

Additionally, since the equipment recommended for purchase is a sole manufacturer, an analysis is provided below regarding the requested purchase along with a request to waive formal bidding requirements.

ANALYSIS:

Automated License Plate Readers (ALPRs) Policy

The purpose of an Automated License Plate Reader (ALPR) policy is to establish protocols and policies surrounding the implementation and utilization of Automated License Plate Readers (ALPRs) within the City of Santa Paula.

ALPRs are high-speed, computer-controlled camera systems that automatically capture images of license plates, convert them into machine-readable text, and store the information in a database. The collected data can be used to support various law enforcement and public safety activities.

ALPR technology has seen widespread adoption across law enforcement agencies due to its potential to enhance crime prevention and investigation capabilities. The system can quickly identify stolen or wanted vehicles, aid in locating missing persons, and provide valuable information in criminal investigations. However, the implementation of ALPR systems raises important policy considerations that need to be carefully evaluated to protect the privacy and civil liberties of individuals. To date, over 165 law enforcement agencies including Ventura, Oxnard, Ventura County, Santa Barbara, Agoura Hills, Calabasas, Beverly Hills, Santa Monica, Glendale, South Pasadena, Covina and Pomona, to name a few, have implemented and currently utilize ALPR systems.

The attached policy (Exhibit A), which is fairly standard precedent in many law enforcement agencies throughout Southern California and codified throughout the California Civil Code, addresses several concerns related to ALPR's. While Exhibit A contains the full policy, a high-level overview of each section is provided below.

Administration

The Support Division Commander shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to Civil Code § 1798.90.51 and Civil Code § 1798.90.53.

Operations

Use of an ALPR is restricted to the purposes identified in the policy. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Data Collection and Retention

Data Retention: Establish guidelines for the retention period of ALPR data to balance law enforcement needs with privacy concerns. Recommended retention periods provide relevant

legal authorities and the potential risks associated with extended data storage.

Accountability and Safeguards

Releasing ALPR Data: Clearly define who has access to the ALPR data and under what circumstances. Policy regulates the sharing of ALPR data with external agencies to ensure compliance with applicable laws and protect against potential abuse or misuse.

Data Security: Implement robust security measures to safeguard the ALPR data against unauthorized access, hacking, or breaches.

ALPR Data Detection Browsing Audits: Develop mechanisms to provide transparency and accountability in the use of ALPR technology, such as regular audits, public reporting, and citizen complaint procedures.

Data Usage Limitations

Purpose Limitation: Establish clear guidelines on the permissible uses of ALPR data to prevent mission creep and ensure that data is solely used for law enforcement and public safety purposes.

Prohibition of Targeted Surveillance: Explicitly prohibit the use of ALPRs for general surveillance or tracking of individuals based on their race, religion, ethnicity, or any protected characteristic.

Training and Oversight

Training: Ensure law enforcement personnel who have access to ALPR data receive appropriate training on privacy protection, data usage limitations, and proper use of the technology.

Internal Policies and Audits: Establish internal policies and procedures that govern the use of ALPR systems, including periodic audits to assess compliance and identify areas for improvement.

The implementation of ALPR systems in the City of Santa Paula offers potential benefits to law enforcement and public safety efforts. In order to mitigate privacy risks and safeguard civil liberties, it is important to adopt a comprehensive policy which addresses data retention, access, usage limitations, transparency, and accountability.

FLOCK Safety ALPR Cameras

The City of Santa Paula Police Department requested quotes from three qualified firms with the following results:

- Flock Safety

  Flock Safety includes 24-month plan for the use of 11 ALPR cameras with an annual recurring cost $27,500. Year one includes a standard implementation fee of $3,850 (total

year one cost $31,350). The costs include installation, service, and repair.

- Genetec

  One-year recurring subscription for 11 ALPR cameras, no data plan and up to a 90-day retention period, annual cost $21,945. Neighboring law enforcement agencies in Ventura County are not using this product and cannot integrate information sharing or access to other ALPR law enforcement footage.

- Selex ES, Inc. (Exhibit D)

  Requires ALPR hardware purchase of 11 ALPR cameras, conduit kits, warranty in year two, cost $92,732.

In general, for equipment purchases over $50,000, a contract must be awarded to the lowest responsive and responsible bidder. However, SPMC Section 41.10 gives Council the sole authority to waive this requirement “when required or desirable and in conformance with state law.” State law provides that cities must adopt purchasing regulations and that purchases must conform to the city’s purchasing regulations. See Gov. Code 54202. An example of what is “required or desirable” is when “supplies … are available from only one vendor as supported by appropriate documentation.” SPMC Section 41.10. Because staff is recommending the purchase award go to Flock Group, Inc. ("Flock"), and Flock is not the lowest bidder, Council must waive the requirement based on a finding that Flock ALPRs are "required or desirable".

Accordingly, staff recommends that Council waive purchasing requirements and find Flock ALPRs "required and desirable" for the following reasons:

- The Flock data plan is included with the cost of the camera.

- Flock is the only LPR provider to officially partner with AXON (the City's body worn camera vendor) to be natively and directly integrated into Evidence.com. This is a compatibility advantage so officers can transfer images directly into Evidence.com for secure archiving as body worn camera footage is secured.

- Flock is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras.

- Access to additional cameras purchased by homeowners' associations (HOA) and private business partners, means an ever-increasing amount of cameras and data at no additional cost.

- Provides enhanced investigative tools to collect data and increase the solvability of serious crimes.

- Ability to potentially access additional cameras from Flock Customers, including: Ventura, Oxnard, Ventura County SO, Santa Barbara, Agoura Hills and Calabasas, plus 165+ others across the greater CA area, at no additional cost.

- ALPR data may be shared with other law enforcement or prosecutorial agencies for

official law enforcement agencies only with approval of the Santa Paula Police Department and within departmental policy.

- Flock is confidential and is guided for law enforcement use by Santa Paula Police Department Lexipol Policy 434 covering administration, operations, data collection and retention, accountability and safeguards, ALPR data detection browsing audits, releasing ALPR data, and training.

Three qualified vendors capable of supplying a technical solution that meets the specific needs of the city were consulted and provided competitive quotes. Staff believes the Flock system offers a comprehensive monitoring, processing, and machine vision services and would be in the best interest of the City.

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:

There are no direct fiscal impacts associated with approval of this policy.

The annual cost of $27,500 for this system will be funded with COPS SLESA monies. Staff will adjust the budget at the City Manager's level to move $31,350 (ongoing plus installation cost for FY 22/23) from Professional Services (311-5-4521-209) to Equipment (311-5-4502-610).

OPTIONS:

City Council has the following options:

1. Do not consider adopting an ALPR policy. This would not be recommended as on March 1, 2023, City Council approved the expenditure plan for the FY 22/23 SLESA grant which included funds to purchase ALPR equipment.

2. Adopt an ALPR policy with modifications.

3. Direct staff to choose another vendor.

4. Provide staff other direction as desirable.

ATTACHMENTS:

Automated_License_Plate_Readers__ALPRs_ (1).pdf
Exhibit B - Flock Agreement & Quotation.pdf
Exhibit C - Genetec Quote.pdf
Exhibit D - Selex ES Quote.pdf

Automated License Plate Readers (ALPRs)

434.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology. The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

434.2 DEFINITIONS

(a) Automated License Plate Reader (ALPR): A device that uses cameras and computer technology to compare digital images to lists of known information of interest.

(b) ALPR Operator: Trained Department members who may utilize ALPR system/ equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.

(c) ALPR Administrator: The Support Division Commander or the Chief's designee, serves as the ALPR Administrator for the Department.

(d) Hot List: A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, CA DMV, Local BOLO's, etc.

(e) Vehicles of Interest: Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.

(f) Detection: Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.

(g) Hit: Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

434.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates along with the vehicle make, model, color and unique identifiers through the Santa Paula Police Department's ALPR's system and the vendor's vehicle identification technology. The technology is used by the Santa Paula Police Department to convert data associated with vehicle license plates and vehicle descriptions for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, suspect interdiction and stolen property recovery. All installation and maintenance of ALPR equipment, as well as

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ALPR data retention and access, shall be managed by the Department Information Technology Manager. The Department Information Technology Manager will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

434.3.1 ALPR ADMINISTRATOR

The Support Division Commander shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) Only properly trained sworn officers, crime analysts, communication operators, records clerks and police assistants are allowed access to the ALPR system or to collect ALPR information.

(b) Ensuring that training requirements are completed for authorized users.

(c) ALPR system monitoring to ensure the security of the information and compliance with applicable privacy laws.

(d) Ensuring that procedures are followed for system operators and to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the ALPR operation is maintained. Continually working with the Custodian of Records on the retention and destruction of ALPR data.

(f) Ensuring this policy and related procedures are conspicuously posted on the department's website.

434.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation; reasonable suspicion or probable cause is not required before using an ALPR.

(c) Partial license plates and unique vehicle descriptions reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert. Once an alert is received, the operator should confirm that the observed license plate from the system matches the license plate of

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the observed vehicle. Before any law enforcement action is taken because of an ALPR alert, the alert will be verified through a CLETS inquiry via MDC or through Dispatch. Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been validated. Because the ALPR alert may relate to a vehicle and may not relate to the person operating the vehicle, officers are reminded that they need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. (For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.)

(f) Hot Lists. Designation of hot lists to be utilized by the ALPR system shall be made by the ALPR Administrator or his/her designee. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this Policy. Hot lists utilized by the Department's LPR system may be updated by agency sources more frequently than the Department may be uploading them and thus the Department's LPR system will not have access to real time data. Occasionally, there may be errors in the LPR system's read of a license plate. Therefore, an alert alone shall not be a basis for police action (other than following the vehicle of interest). Prior to initiation of a stop of a vehicle or other intervention based on an alert, Department members shall undertake the following:

1. Verification of status on a Hot List. An officer must receive confirmation, from a Santa Paula Police Department Communications Dispatcher or other department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).

2. Visual verification of license plate number. Officers shall visually verify that the license plate of interest matches identically with the image of the license plate number captured (read) by the LPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as a Hot Plate (hit) in a specific BOLO (be on the lookout) list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

3. Department members will clear all stops from hot list alerts by indicating the positive ALPR Hit, i.e., with an arrest or other enforcement action. If it is not obvious in the text of the call as to the correlation of the ALPR Hit and the arrest, then the Department member shall update with the Communications Dispatcher and original person and/or a crime analyst inputting the vehicle in the hot list (hit).

4. General Hot Lists (SVS, SFR, and SLR) will be automatically downloaded into the ALPR system a minimum of once a day with the most current data overwriting the old data.

5. All entries and updates of specific Hot Lists within the ALPR system will be documented by the requesting Department member within the appropriate general offense report. As such, specific Hot Lists shall be approved by the ALPR. Administrator (or his/her designee) before initial entry within the ALPR

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system. The updating of such a list within the ALPR system shall thereafter be accomplished pursuant to the approval of the Department member's immediate supervisor. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles that have been associated with criminal activity. All Hot Plates and suspect information entered into the ALPR system will contain the following information as a minimum:

- Entering Department member's name
- Related case number.
- Short synopsis describing the nature of the originating call

(g) Training. No member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.

(h) Login/Log-Out Procedure. To ensure proper operation and facilitate oversight of the ALPR system, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited. Permitted/Impermissible Uses. The ALPR system, and all data collected, is the property of the Santa Paula Police Department. Department personnel may only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this Policy. The following uses of the ALPR system are specifically prohibited:

1. Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).
2. Harassment or Intimidation: It is a violation of this Policy to use the ALPR system to harass and/or intimidate any individual or group.
3. Use Based on a Protected Characteristic. It is a violation of this policy to use the LPR system or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
4. Personal Use: It is a violation of this Policy to use the ALPR system or associated scan files or hot lists for any personal purpose.
5. First Amendment Rights. It is a violation of this policy to use the LPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights. Anyone who engages in an impermissible use of the ALPR system or associated scan files or hot lists may be subject to:

- criminal prosecution,
- civil liability, and/or
- administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.

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434.5 DATA COLLECTION AND RETENTION

The Support Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for no longer than one year, and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

ALPR vendor, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of the 30 days of storage. However, this will not preclude SPPD from maintaining any relevant vehicle data obtained from the system after that period pursuant to the established City of Santa Paula retention schedule mentioned above or outlined elsewhere. Relevant vehicle data are scans corresponding to the vehicle of interest on a hot list.

Restrictions on use of ALPR Data: Information gathered or collected, and records retained by Flock Safety cameras or any other SPPD ALPR system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

434.6 ACCOUNTABILITY AND SAFEGUARDS

All data will be closely safeguarded and protected by both procedural and technological means. The Santa Paula Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law.

(b) All ALPR data downloaded to the mobile workstation shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.

(c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.

(e) Every ALPR Detection Browsing Inquiry must be documented by either the associated Santa Paula Police case number or incident number, and/or a reason for the inquiry. For security or data breaches, see the Records Release and Maintenance Policy.

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434.7 POLICY

The policy of the Santa Paula Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public. All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review. The Santa Paula Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/ subcontractors for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

434.8 ALPR DATA DETECTION BROWSING AUDITS

It is the responsibility of the Professional Standards Division (PSD) Commander or the Chief's designee to ensure that an audit is conducted of ALPR detection browsing inquiries at least once during each calendar year. The Department will audit a sampling of the ALPR system utilization from the prior 12-month period to verify proper use in accordance with the above- authorized uses. The audit shall randomly select at least 10 detection browsing inquiries conducted by department employees during the preceding six-month period and determine if each inquiry meets the requirements established in policy section 462.6(e).

The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be filed and retained by PSD.

434.9 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies when there is a need to know, a right to know or legal obligation to provide the information..

(a) The agency makes a written request for the ALPR data that includes:

1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.

(c) The Chief of Police or the authorized designee will consider the California Value Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data. The Santa Paula Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement, these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

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(d) The approved request is retained on file. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

434.10 TRAINING

The Training Sergeant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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EXHIBIT B - FLOCK AGREEMENT & QUOTATION

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: CA - Santa Paula PD **Legal Entity Name:**	**Contact Name:** Don Aguilar
Address: 214 S 10th St Santa Paula, California 93060	**Phone:** (805) 525-4474 **E-Mail:** chiefofpolice@spcity.org
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 24 months **Renewal Term:** 24 months	**Billing Term:** Annual payment due Net 30 per terms and conditions **Billing Frequency:** Annual Plan - First Year Invoiced at Signing

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	11.00	$3,850.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	11.00	$27,500.00

Subtotal Year 1:	$31,350.00
Subscription Term:	24 Months
Annual Recurring Total:	$27,500.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$58,850.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Agency: CA - Santa Paula PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 *"**Implementation Fee(s)**"* means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. **Fees**. Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **Severability.** 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.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are 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, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be

governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** 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 email; 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.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

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2605&

Proposal

Created On: Apr 11, 2023

Santa Paula Police Department - 11 Cloud Runner Quote

Expires On: May 11, 2023

Summary

Quote Name: Santa Paula Police Department - 11 Cloud Runner Quote (w/o Data Plan)

End User: Santa Paula Police Department

End User Contact: Ken Clark

Currency: US Dollar

Quote Number: GEN-139815-V0K7 Rev 1

Partner:

Partner Contact:

Genetec Contact: Walid Abdel Razek
channelsales@genetec.com

Santa Paula Police Department - 11 Cloud Runner Quote (w/o Data Plan)

Part Number	Description	MSRP	Total Discount	Unit Price	Qty	Amount
AutoVu						
AU-K-VS-BS850-N0	SHAAS Automatic License Plate Recognition (ALPR) 850nm sensor kit - Requires annual subscription - Genetec retain ownership of hardware	$0.00	0%	$0.00	11	$0.00
CRS-SharpV-ND-1Y	1 year subscription of Cloudrunner, no data plan, includes 90 days retention	$1,995.00	0%	$1,995.00	11	$21,945.00
			Sub Total			$21,945.00
			Total			$21,945.00

Modify

Purchase

Ordering

Please submit all purchase orders by selecting the 'Purchase' button or by email to CustomerService@genetec.com.

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Important remarks and conditions

Prices do not include applicable taxes, customs duties, shipping and handling charges. Prices may change without notice after the expiry of the quote.

Prices are subject to change if items are purchased separately. In case of discrepancy between the totals automatically calculated in this quote and the actual line-item totals, the highest total will apply. Travel expenses for Genetec personnel are not included in the quoted price. Certain items are sold as non-cancellable and non-returnable (NCNR), including but not limited to customized articles. This quote may require modifications following a design review performed by Genetec with relevant third parties at the quote recipient's request. Any product or storage recommendations offered by Genetec are provided as a courtesy only, without any warranty regarding their accuracy or fitness for purpose.

Unless you have a signed agreement currently in force with Genetec, this purchase is governed by the Genetec General Conditions of Sale available at https://www.genetec.com/legal/termsofsale. Access and use of all products and services listed herein is subject to the applicable product / service terms and conditions. If this quotation includes the provision of professional services, the Professional Services Terms available at https://www.genetec.com/legal/psterms will also apply. If this quotation includes a subscription to a Genetec cloud service, unless stated otherwise in this quote or in the signed agreement between you an Genetec (or in the Genetec General Conditions of Sale, as the case may be), upon the expiration of the then-current subscription term, your subscription to such cloud service will automatically renew for additional successive one (1) year terms each until either party advises the other in writing of its desire not to further renew such subscription at least thirty (30) days prior to the expiration date of the then-current subscription term, or until your subscription terminates in accordance with the applicable terms and conditions governing the access and use of such cloud service.

By ordering the products or services in this quote, you are accepting that the conditions above apply to your purchase of the above items, and that no other terms or conditions (including any terms and conditions included or referred to in your purchase order) are applicable to the same.

The names and the logos of Genetec products and services mentioned above are trademarks of Genetec Inc. and may be registered in various jurisdictions. The other names and logos may be trademarks of respective product manufacturers. Refer to https://www.genetec.com/legal/trademarks for more information.

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EXHIBIT D - SELEX ES QUOTE

Selex ES, Inc
Elsag ALPR/ANPR Solutions
4221 Tudor Lane
Greensboro, NC 27410
UEI / SAM #: U2TTM1K22189
FED TAX ID: 98-0353098

QUOTE

Prepared By: Desiree Holland desiree.holland@leonardocompany-us.com
Phone: 970-560-7990

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 27698
Quote Date: 4/4/2023
Funding Source:
Quote Expiry Date: 7/3/2023
Grant Details:
Requested Delivery Date:
Payment Method:
Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro
Make checks payable to Selex ES, Inc.

Contracts:

Comments: 11 Street Sentry sites including a pole, solar power, cellular modem, and installation by Elsag technician. Systems will be connecting to the National HIDTA LPR database for data storage. MOU is required.

If poles and/or installation are not needed at all 11 sites, quote will need to be adjusted to reflect the new cost.

Annual cost for warranty (starting with year 2) is $550 per site. No annual cost for data with the National HIDTA server.

Agency to provide SIM cards for each site.

Bill To:	Santa Paula Police Department - CA 214 South 10th Street Santa Paula, CA 93060 United States	Ship To:	Santa Paula Police Department - CA 214 South 10th Street Santa Paula, CA 93060 United States

Product Qty	Product/Service	Unit Price	Amount
11	140717 - Street Sentry Hardware Only Purchase - South	$6,500.00	$71,500.00
	(11) 422048 - Street Sentry FCU Model South (11) 422035-SS - Assembly for DIGI Cellular Router - Street Sentry (11) 422081 - Street Sentry Camera 25mm 740nm (11) 510033-CSC - Car System Version 6.X - EOC Connected		
11	510521 - VPH License Street Sentry Perpetual	$800.00	$8,800.00
11	422074 - Pole & Mount Kit - SS 2 3/8" RPS	$434.00	$4,774.00

Product Qty	Product/Service	Unit Price	Amount
	IF POLE IS NOT NEEDED FOR EACH SITE, THIS QUANTITY SHOULD BE ADJUSTED		
11	422058 - Street Sentry Conduit Kit 1/2" IF CONDUIT IS NOT NEEDED FOR EACH SITE, THIS QUANTITY SHOULD BE ADJUSTED	$128.00	$1,408.00
5	210003-SS - Street Sentry Installation IF INSTALLATION IS NOT REQUIRED AT 11 SITES, THIS QUANTITY SHOULD BE ADJUSTED	$1,250.00	$6,250.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		$92,732.00
Upfront	Goods & Services Sub-total (Pre-tax):		$92,732.00
Tax	Tax Exempt		$0.00
Total	Goods & Services Total:		$92,732.00

Quote Offer Terms and Conditions

This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders issued after Quote Expiration Date.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Selex. Selex will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Selex.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors**. Refer to the Selex Software License Agreement documentation provided with the shipment**.

Payment Terms. Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: AFFORDABLE HOUSING TRUST FUND OVERSIGHT COMMITTEE AND OPERATIONAL GUIDELINES

Date: June 21, 2023

Agenda Item: 12.D

RECOMMENDATION:

It is recommended that City Council:

- Adopt Resolution No. 7466 to establish the Affordable Housing Trust Fund Oversight Committee and adopt Operational Guidelines; and
- Take such additional, related action that may be desirable
-

Presented by: James Mason, Community & Economic Development Director

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BACKGROUND:

On May 24, 2023 the City Council approved Ordinance No.1329 amending Section 16.13.410 of the Santa Paula Municipal Code regarding the use of Affordable Housing Trust Funds from Affordable Housing In-Lieu Fee payments. As a result, and consistent with the Ordinance, this addendum recommends formation of an Affordable Housing Trust Fund Oversight Committee which will have the responsibility of reviewing applications for Affordable Housing Trust Funds and making recommendation of the use of the funds to the City Council.

ANALYSIS:

It is recommended that the Affordable Housing Trust Fund Oversight Committee be a five-member citizen commission comprised of members appointed by the City Council. The Affordable Housing Trust Fund Oversight Committee will convene based on the demand created by the number of applicants seeking Affordable Housing Trust Funds and/or by the amount of revenues available. The Committee will review and report to the public and the City Council on the revenue in the Affordable Housing Trust Fund, the request for use of these funds by affordable housing development organizations, or other uses, and will provide recommendations to City Council on the allocation of the funds.

It is recommended the Committee be composed of members from the following organizations:

· One member active in a business organization representing the business community located

in the City of Santa Paula
· One member with experience in affordable housing finance and development.(which is not required to be a city resident)
· One member active in a civic organization located in the City of Santa Paula
· One member who is a resident of an affordable housing development
· One resident at-large.

To be eligible to serve on the Committee, members must be:

· A U.S. Citizen
· 18 years of age
· A resident of the City, with the exception, if necessary, one member with qualified experience in the area of affordable housing finance and development, may not require residency if approved by a resolution of the City Council (SPMC 12.04)
· Not a public employee

With the adoption of Resolution No. 7466, the Council would formally adopt the Affordable Housing Trust Fund Oversight Committee Guidelines, which are attached as Exhibit A to the Resolution.

STRATEGIC PLAN:

The appointment of an Affordable Housing Trust Fund Oversight Committee will provide efficiency in the oversight and allocation of funds for the financing and development of affordable housing projects and will support the following City Council Strategic Goals:

E. Public Safety
Goal: Create 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.
F: Community Vitality
Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

FISCAL IMPACTS:

There is no fiscal impact associated with this item and the committee will require the minimal use of staff time and supplies.

OPTIONS:

As an alternative to staff's recommended action, City Council may:

1. Decline to adopt Resolution No. 7466.
2. Provide further direction to staff.

ATTACHMENTS:

ATTACHMENT_A_Resolution_No._7466 (AFf Housing Trust FUnd Comm)-41384247-v2-

c1.docx

ATTACHMENT A

RESOLUTION NO. 7466
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ESTABLISHING THE AFFORDABLE HOUSING TRUST FUND OVERSIGHT COMMITTEE AND ADOPTING OPERATIONAL GUIDELINES

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

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

A. On May 24, 2023 the City Council adopted Ordinance No. 1329 ("Ordinance") amending Section 16.13.410 of the Santa Paula Municipal Code regarding the use of Affordable Housing Trust Funds from Affordable Housing In-Lieu Fee payments;

B. The Ordinance contains a fiscal accountability provision that obligates the city to create an oversight committee to make recommendations to the City Council on the expenditures of revenues from the Affordable Housing Trust Fund and inform the public and the City Council to ensure that the funds are expended in accordance with the intention of the city's ordinance

C. The City Council desires to establish the guidelines that govern the purpose, appointment and membership requirements for the Affordable Housing Trust Fund Oversight Committee.

SECTION 2: The City Council adopts the Affordable Housing Trust Fund Oversight Committee Guidelines, attached as Exhibit "A," which is incorporated by reference, to establish the guidelines that govern the purpose, appointment, membership requirements, duties and procedures for the Affordable Housing Trust Fund Oversight Committee.

SECTION 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SIGNATURES ON NEXT PAGE

PASSED AND ADOPTED this 21st day of June 2023

_____ _____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

EXHIBIT A

CITY OF SANTA PAULA
AFFORDABLE HOUSING TRUST FUND OVERSIGHT COMMITTEE GUIDELINES

Section 1. Committee Purpose
On May 24, 2023 the City Council approved Ordinance No. 1329 amending Section 16.13.410 of the Santa Paula Municipal Code regarding the use of Affordable Housing Trust Funds from Affordable Housing In-Lieu Fee payments. This action resulted in the requirement to form an Affordable Housing Trust Fund Oversight Committee to ensure that Affordable Housing Trust Funds are expended in accordance with the intention of the ordinance. These Guidelines are intended to implement the oversight provisions the Affordable Housing Trust Fund.

The Affordable Housing Trust Fund Oversight Committee will convene based on the demand created by the number of applicants seeking Affordable Housing Trust Fund monies and/or by the amount of revenues available. The Committee will review and report to the public and the City Council on the revenue in the Affordable Housing Trust Fund, the request for these funds by affordable housing development and service organizations, and provide recommendations to city council on the allocation of the funds.

The Committee shall confine itself specifically to its obligations related to the use of Affordable Housing Trust Fund monies derived from Affordable Housing In-Lieu Fee payments. All monies from other sources shall fall outside the scope of the Committee's purview.

Section 2. Composition and Qualifications.

A. The Committee shall consist of five (5) members appointed by the Council.

B. To be eligible to serve on the Committee, members must be:
- A U.S. Citizen
- 18 years of age
- A resident of the City, unless the appointee is the one non-resident member with qualified experience in the area of affordable housing finance and development and whose membership is approved by a resolution of the City Council (SPMC 12.04);
- Not a public employee
- Must submit an annual statement of financial disclosure in compliance with the Political Reform Act, Government Code §§81000 et seq.

C. The Committee shall be composed of members from the following organizations:
- One member active in a business organization representing the business community located in the City of Santa Paula;
- One member with experience in affordable housing finance and development (who is not required to be a city resident if approved by City Council resolution);
- One member active in a civic organization located in the City of Santa Paula;.
- One member who is a resident of an affordable housing development;

• One resident at-large.

Section 3. Appointment Process.
The City Council will appoint members based on an application and interview process.

Section 4. Term of Membership.
Terms of the members will be staggered so that the terms of the three members end in even-numbered years while the terms of the other two members end in odd-numbered years. Each member will serve a term of two (2) years. Members will not be compensated for service on the Committee.

Section 5. Committee Procedures.
1. The Committee shall select a Chairperson and a Vice-Chairperson from among its members and establish the frequency of their meetings;

2. A simple majority of the Committee shall constitute a quorum;

3. The Committee shall meet at such times as the Chairperson of the Committee deems appropriate in order to fulfill the duties of the Committee;

4. By majority vote, the Committee may remove members who are not in attendance for two (2) consecutive meetings or are not present at 50% of the Committee meetings over a 12-month period;

5. All Committee meetings will be held in compliance with the Ralph M. Brown Act, Government Code §§54950 et seq.

Section 6. Duties of the Committee.
The Committee shall act in an oversight capacity to review revenues and expenditures generated by the Affordable Housing In-Lieu Fee payments to the Affordable Housing Trust Fund in order to ensure conformance with the budget allocation approved by the City Council.
The Committee's specific duties are as follows:
• Report annually by May1 on the recommended expenditures from the Affordable Housing Trust Fund;
• Develop criteria for the application process and determine analysis and grading criteria;
• Review applications for the use of Affordable Housing Trust Fund monies and make recommendations to the City Council;
• Annually review revenue receipts and expenditures from the Affordable Housing Trust Fund ;
• Annually review the status and performance of programs and services funded by the Affordable Housing Trust Fund; and

• Annually prepare an independent report to the City Council regarding the revenue and expenditures from the Affordable Housing Trust Fund.

Section 7. Staff Assistance.
The Community and Economic Development Department and members of the Finance Department will provide technical and administrative assistance to the Committee.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: APPROVAL OF THE SANTA PAULA CITY COUNCIL 2-YEAR STRATEGIC PLAN FOR 2023-2025

Date: June 21, 2023

Agenda Item: 12.E

RECOMMENDATION:

Staff recommends City Council:

1. Receive a presentation from staff with an overview and status report of the 2021-2023 Strategic Plan and the proposed 2023-2025 Strategic Plan; and

2. Adopt Resolution No. 7468, establishing the City of Santa Paula Council 2-Year Strategic Plan for 2023-2025.

Presented by: Jonathan Royas, Management Analyst

BACKGROUND:

On June 16, 2021, City Council adopted the current 2-Year Strategic Plan for 2021-2023 (the "Plan") after a thorough and extensive process which included feedback and input from City Council, executive staff and public input via several public workshops. The purpose of this endeavor was to identify community challenges and objectives and develop a timeline to address such matters as defined by the Council and City staff.

The current 2021-2023 Strategic Plan contains the following key components:

- Vision Statement
- Mission Statement
- Core Values
- Seven Categories with the following topical Goals
  A. Arts, Culture, and Entertainment
  B. Economic Development
  C. Infrastructure, Transportation & Mobility
  D. Connected and Healthy Community
  E. Public Safety
  F. Community Vitality
  G. Operational Excellence

Within these seven categories are 59 objectives, some of which overlap between different strategic plan categories. Over the course of the past two years, staff worked towards completing the objectives within Council's Plan with staff providing Council updates as to several objectives which have either been completed, remain in progress, or those of which have yet to be addressed by staff. Council's last update took place on October 5, 2022 and this evening staff will update Council on the final progress made towards this Plan before adopting a new plan.

As we approach the end the the Plan, and in an effort to align Council's updated strategic plan with the two-year budget cycle for 2023-2025, staff and Council began the process of updating the current Plan in January 2023.

ANALYSIS:

In January 2023, staff contracted again with Mulholland Consulting Group (MCG) in an effort to update and create a new two-year Plan.

In February 2023, Dr. Santor Nishizaki of MCG began the process of assisting the City in the update of a new two-year Plan.

Process

Several interviews, both of Council and Executive staff, along with two public workshops took place in an effort to provide an updated and effective two-year Plan. The process included:

- In-person Council and Executive staff interviews to help identify themes, categories, goals and objectives for the new two-year Plan.
- Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis of existing Plan objectives and tasks
- Identifying and prioritizing Plan goals and objectives
- Review of the current mission statement, vision statement and core values for the City.
- MCG facilitating a refresh of the StrengthsFinder teambuilding workshop for the Council and staff leadership.
- MCG facilitating two public strategic planning sessions after the goals and objectives were identified from the interviews/surveys.

Public workshops and sessions took place during the following dates/times:

- February 17, 2023 from 10:00AM - 5:00PM
- March 3, 2023 from 12:00PM – 5:00PM

During the strategic planning workshops and sessions, Council and staff vetted categories, objectives, budgets, timelines and obtainable Key Performance Indicators (KPI's) and metrics to help draft each objective.

Then, on April 5, 2023, Council reviewed a draft of the 2023-2025 Strategic Plan whereby public comment and feedback from Council was provided to staff.

2023-2025 Strategic Plan

The attached 2023-2025 Strategic Plan contains the following key components:

- Vision Statement
- Mission Statement
- Core Values
- Seven Categories with Goals
  A. Arts, Culture, and Entertainment
  B. Economic Development
  C. Infrastructure, Transportation & Mobility
  D. Connected and Healthy Community
  E. Public Safety & Emergency Preparedness
  F. Community Vitality
  G. Operational Excellence

Objectives
The attached Plan contains 51 objectives with some objectives overlapping between different strategic plan categories. Those objectives that overlap will require the collaboration of several departments to complete the objective. It should also be noted that staff paid considerable attention during the update of the 2023-2025 draft Plan to ensure elements from the General Plan, which require attention within the next two years, were included in the new Plan. Those objectives are identified and include the General Plan reference information where applicable.

Budget Impacts

Each objective identified in the Plan contains a Budget Impact description (if applicable), which identifies either a monetary dollar amount, the designation of staff time, or both. A monetary dollar amount is the estimated costs for goods, services, fees, etc. to carry out the specified objective, whereas staff time refers to any objective where a considerable amount of time will be required to complete the objective.

In alignment with the adoption of the two-year budget, staff has spent considerable time in estimating the associated costs of each objective over the next two years.

Metrics

Each objective within the draft Plan contains defined metrics which will be used to gauge staffs efforts towards completion of the objectives. During workshop conversations with Council, progress reports and/or a dashboard will now include the following milestone metrics section which will allow Council and the public to track progress.

0 - No progress

1 - Discussed but no action taken (staff not actively working on)

2 - Planned/Scheduled - Quarter & Year

3 - On Track - Date or Quarter

4 - Near Completion - Date

5 - Completed

Expectations

Should Council adopt the new two-year Plan, the following items will occur:

- Staff will continue to identify in future staff reports Plan objectives that are relevant or at issue with objectives found in the Plan
- Staff will monitor metrics towards completion of objectives utilizing the milestone metrics key
- Staff will revise and provide updates to Council as needed (per Council's direction)
- Staff will work with Council to create a new Strategic Plan at the end of this cycle

In conclusion, staff has attached Resolution No. 7468 - City of Santa Paula City Council 2-Year Strategic Plan for 2023-2025 for Council consideration and adoption.

STRATEGIC PLAN:

Continued progress towards all items contained in this report will continue to advance City Council's priorities and objectives.

FISCAL IMPACTS:

There are no direct costs associated with the adoption of the Strategic Plan. Specific objectives contained within the plan may have direct fiscal impacts, which have been incorporated into the FY 2023-25 budget, funded by ARPA funds, or will need to be approved by Council once a budget has been developed and a project is ready for Council's authorization.

PERSONNEL IMPACTS:

It is important to understand that the vast majority of time spent by City staff is dedicated to mandated, routine and/or responsive tasks. Especially in Santa Paula where staff ratios are extremely burdened and there is limited ability to pursue new initiatives, the capacity to complete the objectives contained in the Strategic Goals may be constrained.

OPTIONS:

City Council has the following options available:

1. Direct staff to make additional revisions to the proposed 2023-2025 Strategic Plan based on City Council's feedback and return with a final version and adopting resolution;

2. Conduct additional Study Sessions to further discuss the proposed 2023-2025 Strategic Plan; or

3. Reject an update to the 2023-2025 Strategic Plan altogether.

ATTACHMENTS:

Resolution No. 7468 - 23/25 Strategic Plan.pdf
Reso No. 7468 Exhibit A.pdf

RESOLUTION NO. 7468

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, ADOPTING THE CITY COUNCIL 2-YEAR STRATEGIC PLAN FOR 2023-2025.

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

SECTION 1: On April 5, 2023, the City Council, during a regular meeting, reviewed and provided feedback on various items and objectives contained within a new 2-Year Strategic Plan for 2023-2025. Council's feedback has now been incorporated into a final document, made a part of this resolution as Exhibit A;

SECTION 2: The Council has reviewed the document;

SECTION 3: The City Council hereby approves the City Council 2-Year Strategic Plan for the years 2023-2025;

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, AND ADOPTED, this 21th day of June, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

_____
Daniel A. Singer, City Manager

EXHIBIT A

City of Santa Paula

TWO-YEAR STRATEGIC PLAN

Fiscal Years (FYs)

2023–2025

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Background & Overview

Background of Santa Paula

Referred to as the "Citrus Capital of the World", the City of Santa Paula is a 5.69 square-mile city located in a rich agricultural area within the center of Ventura County. Surrounded by hills and mountain peaks, the City is a major distribution and production center for citrus fruits and avocados[1]. With a community of 30,657 residents, the population is 83% Latino/Hispanic with a median age of 32 years.

In 2021, households in Santa Paula, CA had a median annual income of $67,697, the median property value was $436,000 and the homeownership rate was 52.8%. The total number of businesses (last reported in 2012) is 1,724 and the City contains multiple large agricultural business operations, with one company being the world's largest and leading marketer of California avocados.

The City of Santa Paula provides a variety of services through six departments: Administration (City Council, City Manager, Human Resources, etc.), Parks & Recreation (Facilities, Recreation, Parks, etc.), Community & Economic Development (Planning, Building and Safety and Code Compliance), Finance (City Treasurer, Accounting, Utility Billing, etc.), Police and Public Works (Streets, Engineering and Utilities).

Strategic Plan Project Overview

In January of 2023, the City of Santa Paula hired the Mulholland Consulting Group (MCG) to help the City Council develop a Two-Year Strategic Plan (FY2023–2025). The development of the 2023–2025 Santa Paula Strategic Plan took place over the course of three work sessions (~15 hours), involving the city council, city staff leadership, and members of the public.

Note: Some objectives overlap between different strategic plan categories, as you will see throughout this plan.

*Metrics from Census.gov
1 https://www.census.gov/quickfacts/fact/table/santapaulacitycalifornia/HCN010217

2023-2025 City of Santa Paula Strategic Plan

2023–2025

City of Santa Paula Strategic Plan

VISION STATEMENT

The City of Santa Paula is an innovative and collaborative municipal organization delivering exceptional services that enhance a sustainable and vibrant community where residents, families, and businesses can thrive.

MISSION STATEMENT

The City of Santa Paula is committed to providing and continually creating a safe, sustainable, and innovative place to live, work and thrive.

What does a thriving Santa Paula look like to you in two years?

COMMUNITY ENGAGEMENT | ECONOMIC PROSPERITY

COMMUNITY SERVICES | TOURISM

CORE VALUES

(Not in priority order)

INNOVATION

The City of Santa Paula is committed to providing and continually creating a safe, sustainable, and innovative place to live, work and thrive.

COLLABORATION/TEAMWORK

We are active and connected individuals and teams working together to advance our goals and achieve success.

DIVERSITY/INCLUSIVITY

We are an organization that embraces the range of human differences and points of view.

ACCOUNTABILITY

We value the ability of our staff and organization to honor our commitments to our community and each other.

INTEGRITY

We are consistently open, honest, ethical and genuine.

EQUITY

We champion fairness and inclusivity for all.

COMMUNICATION

We value open, transparent dialogue, and fostering an environment where ideas, concerns, and feedback are freely exchanged with residents and organizations.

A.
Arts, Culture, & Entertainment

A. Arts, Culture, and Entertainment

Goal: Become a regional leader of the arts, culture, and entertainment that accurately represents our history and core values.

OBJECTIVES:

1. **Public Arts/Murals -** Support public art and the mural program and pursue methods to increase funding. (General Plan Economic Development & Downtown 4.C)

BUDGET IMPACT:
$5,000/mural + Staff Time

METRICS:
1. Fund at least one new mural per calendar year.
2. Explore policies or programs which would provide a "percent for the arts".
3. Number of grant applications vs. the number of grants won for Arts, Culture, and Entertainment.

2. **Cultural Arts/Tourism -** Establish and support a Cultural Arts and a Tourism Council.

BUDGET IMPACT:
$10,000 + Staff Time

METRICS:
1. Establish an Arts Council.
2. Promotion of arts/history/culture.
3. Number of artists and projects per year.
4. Number of digital and print materials distributed.
5. Number of events.
6. Establish monthly calendar of events.
7. Support or obtain funding for each entity.

3. **QR Codes -** Pursue the integration of technology with QR codes for historical buildings/murals.

BUDGET IMPACT:
$3,500 + Staff Time

METRICS:
1. Number of plaques installed and number of QR codes created for existing points of interest.
2. Creation of a dedicated website for historical buildings/murals.

A. Arts, Culture, and Entertainment (CONT'D)

Goal: Become a regional leader of the arts, culture, and entertainment that accurately represents our history and core values.

4 **Historic Resources -** Adopt and implement standards and guidelines for new development, alterations to existing structures, and preservation of historic resources within historic districts. (General Plan Environmental & Cultural Resources 4.C)

BUDGET IMPACT:
Funded through General Plan Fund

METRICS:
1. Update the municipal code to include standards for historic preservation.

B. Economic Development

B. Economic Development

Goal: Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

OBJECTIVES:

1. **Revenue Opportunities -** Actively pursue revenue opportunities to increase the City's revenue base.

BUDGET IMPACT:
Staff Time

METRICS:
1. Bring a list of options to Council for review.
2. Move forward on any initiatives Council supports.

2. **Business Communications -** Create a positive business environment by increasing communications and partnerships with new and existing businesses.

BUDGET IMPACT:
$1000 + Staff Time

METRICS:
1. Number of business roundtables per year.
2. Number of attendees on average per event.
3. Number of email blasts, newsletters, etc.
4. Development of targeted business education programs through the Economic Development Collaborative **(EDC)**, Women's Economic Ventures **(WEV)**, and **SCORE.**
5. Explore CRM software system.

3. **Downtown Beautification -** Develop guidelines which address architecture, landscaping, streets, and hard scape elements within the Downtown and historic districts. (General Plan Environmental & Cultural Resources 4.C)

BUDGET IMPACT:
$500,000 + Staff Time

METRICS:
1. Develop a schedule for completion of suggested improvements, based on priority, and present periodic updates to the Property Business Improvement District (PBID) and City Council.
2. Schedule, milestones, projects (number of facades improved, number of wayfinding signs installed, etc.)

B. Economic Development (CONT'D)

Goal: Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

OBJECTIVES:

4 **Marketing -** Partner with the Heritage Valley Tourism Board **(HVTB)**, Property Business Improvement District (PBID), Chamber of Commerce, and local transportation providers (rail and airport) to work collectively to advertise and market Santa Paula to increase tourism.

BUDGET IMPACT:
$10,000/year + Staff Time

METRICS:
1. Explore utilizing data and software analytics along with business-related data to capture business-related analytics.
2. Measured by Transient Occupancy Tax (TOT) increase.

5 **Navigational Signage -** Attract "pass-through" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and State Route **126** to promote business and tourist opportunities.

BUDGET IMPACT:
$100,000 for designs, implementation costs TBD (multi-year process)

METRICS:
1. By Spring 2024 have a comprehensive wayfinding program defined with critical locations installed.
2. Expand process as much as budget allows.

6 **Business Attraction -** Prepare an economic base study to identify business sectors with greatest potential for expansion in Santa Paula and implement a business retention, marketing and recruitment program to attract those businesses. (General Plan Economic Development & Downtown 1.B)

BUDGET IMPACT:
$26,000 + Staff Time

METRICS:
1. Contract out data analytics capture in 2023 to determine opportunities for retention and attraction based on data related to leakage and the city's employment base.
2. Explore rural retail opportunities for growth.
3. Identify retail deficits and conduct outreach to representatives of potential operators.
4. Assemble metrics to better demonstrate the city's marketability.
5. Utilize data analytics capture software for informed decision making.

B. Economic Development (CONT'D)

Goal: Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

OBJECTIVES:

7 **Retail Vacancy Standards -** Explore options for addressing empty storefronts.

BUDGET IMPACT:
Staff Time

METRICS:
1. Develop strategies related to property owner outreach and education.
2. Potentially modify muni-code to require active uses on main floor Central Business District (CBD) properties.
3. Number of reduced empty storefronts Year over Year.

8 **Annexation Opportunities -** Review of city boundaries for annexation opportunities.

BUDGET IMPACT:
Staff Time

METRICS:
1. Collaboration with property owners, county and LAFCo to identify viable sites and determine successful implementation strategies.

C. Infrastructure, Transportation & Mobility

C. Infrastructure, Transportation & Mobility

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

OBJECTIVES:

1. **Bike Master Plan -** Create a Class I and II Bike Trail Master Plan and work towards expansion of our existing trails.

   BUDGET IMPACT:
   Some funding through grants + Staff Time

   METRICS:
   1. Progress on master plan (milestones).
   2. Total number of miles of Class I/II bike lanes created.

2. **City Facilities Master Plans -** Pursue long term options and Master Plans for the Corporate Yard/Water and City Hall Campus improvements.

   BUDGET IMPACT:
   $50,000 per facility

   METRICS:
   1. Hire a consultant to work on creating a Corporate Yard/Water and City Hall Campus Master Plan.
   2. Have draft report / plan presented to an ad hoc committee or Council.

3. **Green Initiatives -** Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.

   BUDGET IMPACT:
   $5000 to apply for grants + Staff Time

   METRICS:
   1. Complete lighting project (Phase 1).
   2. Apply for grant funding opportunities.
   3. Explore and present findings related to solar options to Council.
   4. Explore and present findings related to EV options to Council.

4. **Downtown Lighting/Safety -** Improve and maintain lighting and safety measures in alleys and parking lots within the downtown keeping in mind historical aesthetics. (General Plan Economic Development & Downtown 4.C)

   BUDGET IMPACT:
   TBD

   METRICS:
   1. Number of lights identified, procured, and installed.

C. Infrastructure, Transportation & Mobility
(CONT'D)

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

OBJECTIVES:

5 **P&R Funding -** Explore revenue options for parks, green ways and public spaces including funding for park and recreation facilities and programs. (General Plan Public Services & Utilities 6.7)

BUDGET IMPACT:
$40,000 -$60,000

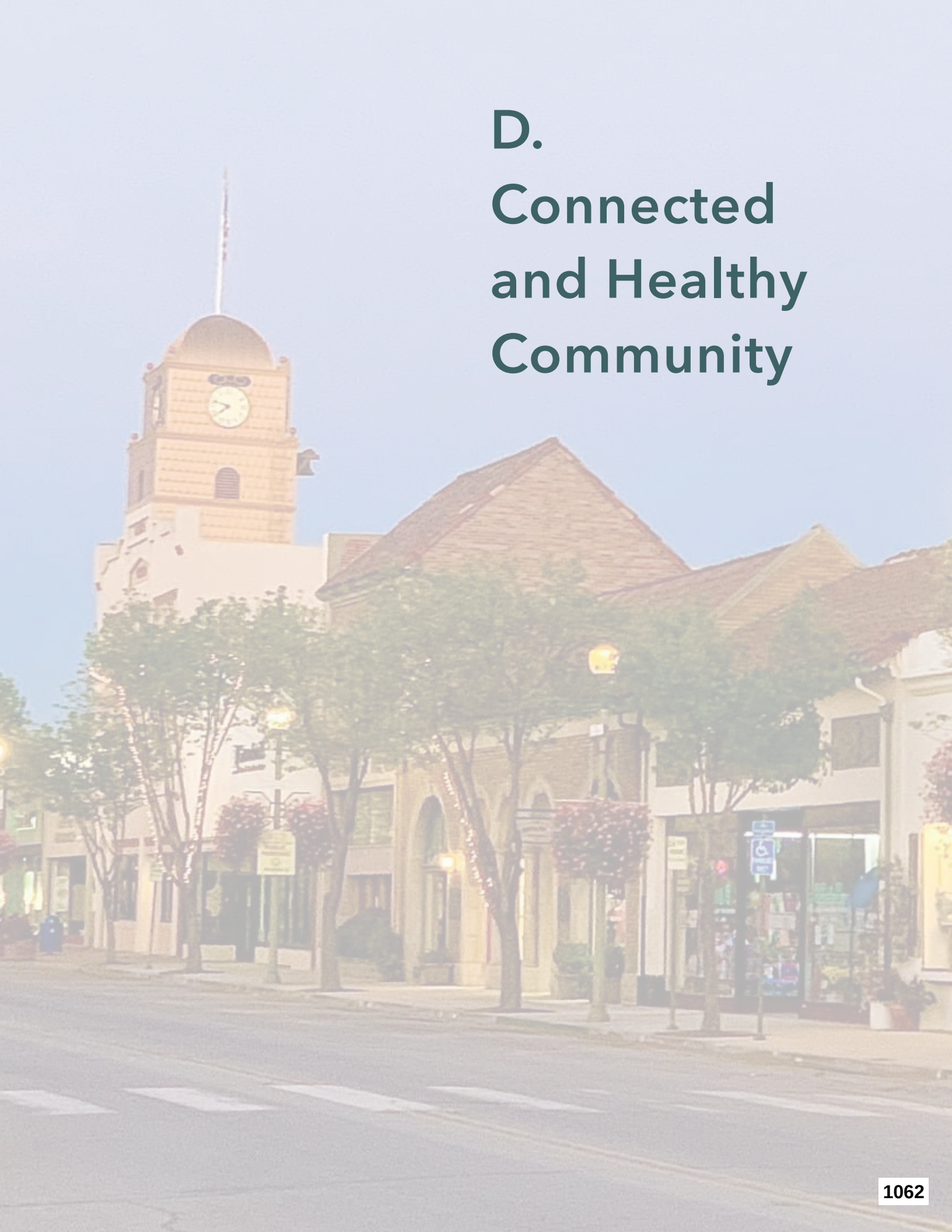
METRICS:
1. Hire a consultant to explore feasibility and process of creating a park district and explore potential revenue options.
2. EXPAND METRICS

6 **Fire Memorial Building -** Explore feasibility of future interior use for the historic Fire Memorial Building.

BUDGET IMPACT:
Staff Time

METRICS:
1. Obtain cost estimates for needed building improvements and costs for future use alternatives.

D. Connected and Healthy Community



D. Connected and Healthy Community

Goal: Educate and engage residents and businesses about programs, initiatives and foster regional partnerships that create a safe and healthy community to live, work and thrive.

OBJECTIVES:

1. **Community Education -** Provide community education about City projects, processes, & permits.

BUDGET IMPACT:
$1,500 + Staff Time

METRICS:
1. By 3rd quarter, activate vacant space on Main Street to provide periodic town hall/remote city hall outreach for community engagement.
2. Measure the frequency and types of events hosted.
3. Number of "Did you know" campaigns created.
4. Number of in person events conducted on a particular topic.

2. **CRM Database -** Explore options for CRM database to enhance communications with residents.

BUDGET IMPACT:
$ TBD + Staff Time

METRICS:
1. Research options, software solutions and budget requirements to address communications needs with residents and business owners.
2. Present findings to Council.

3. **Youth Facilities -** Explore expansion of youth facilities and resources.

BUDGET IMPACT:
$20,000 - $40,000

METRICS:
1. Hire an architect to provide a building design and estimated associated construction costs.
2. Report findings back to Council.

D. Connected and Healthy Community (CONT'D)

Goal: Educate and engage residents and businesses about programs, initiatives and foster regional partnerships that create a safe and healthy community to live, work and thrive.

OBJECTIVES:

4 **Smoking -** Explore updating City's "No Smoking" Ordinance.

BUDGET IMPACT:
Staff Time

METRICS:
1. Research options and policies related to "No Smoking" ordinances.
2. Present findings to Council.

5 **Citywide Communications -** Analyze the effectiveness of the City's current communication efforts and provide suggestions for improvements.

BUDGET IMPACT:
$5,000 + Staff Time

METRICS:
1. Obtain feedback from residents on current communications practices.
2. Seek feedback from communications firm on areas for improvement.
3. Devise a plan for improvement.
4. Explore technology applications which track resident concerns.

6 **Climate Action Plan -** Secure funding and develop a Climate Action Plan.

BUDGET IMPACT:
$100,000 + Staff Time

METRICS:
1. Work with grant writers to keep an eye out for potential grant opportunities to support.
2. Apply and obtain grant.

E.
Public Safety & Emergency Preparedness

E. Public Safety & Emergency Preparedness

Goal: Create 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.

OBJECTIVES:

1. **Cameras -** Pursue funding opportunities to expand safety cameras to cover critical infrastructure & public spaces.

   BUDGET IMPACT:
   $200,000 + Staff Time

   METRICS:
   1. Number of cameras installed.

2. **Neighborhood Safety -** Strengthen neighborhood safety engagement initiatives around emergency preparedness.

   BUDGET IMPACT:
   $2,500/year + Staff Time

   METRICS:
   1. Number of meetings conducted annually.

3. **SPPD Strategic Plan -** Work towards the execution and implementation of the Police Department Strategic Plan.

   BUDGET IMPACT:
   Staff Time plus costs to complete the plan

   METRICS:
   1. Publish plan to Police website.
   2. Provide quarterly updates to Council on progress.

E. Public Safety & Emergency Preparedness
(CONT'D)

Goal: Create 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.

OBJECTIVES:

4 **SPPD Facility Upgrades -** Pursue funding to complete all Police facility upgrades.

BUDGET IMPACT:
Not to exceed $1.1 million

METRICS:
1. Develop a phased plan that outlines cost and completion dates for the projects.
2. Report quarterly on the progression of the project.

5 **SPPD Community Engagement -** Develop methods and programs to connect our police with the community, local nonprofits and businesses.

BUDGET IMPACT:
$2,500/year + Staff Time

METRICS:
1. Seek to host one to two Community Academy courses in English/Spanish.
2. Number of meetings conducted in the community.
3. Creation of a Police Chief's Advisory Board and number of meetings held.
4. Creation of a Community Academy and number of meetings held.
5. Number of meetings with held with Community Based Organizations (CBO's).
6. Number of events with Police Activity League (PAL).

6 **SPPD Wellness -** Expand wellness options for employees such as peer support counseling services, and mindfulness and resiliency training.

BUDGET IMPACT:
$2,000 + Staff Time

METRICS:
1. Number of personnel who have completed training.
2. Establish a peer support team.

E. Public Safety & Emergency Preparedness
(CONT'D)

Goal: Create 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.

OBJECTIVES:

7 **Emergency Response -** Create an Emergency Preparedness, Response and Recovery Plan. (GP Public Services & Utilities 6.D.)

BUDGET IMPACT:
Staff Time + Direct Costs

METRICS:
1. Update the Emergency Operations Plan Manual.
2. Have Emergency Services Coordinator conduct trainings with City staff.
3. Establish SOP for each City department.
4. Perform a table top exercise bi-annually.

8 **Emergency Communications -** Explore technology and increase subscribership with emergency communications to enhance disaster-preparedness efforts.

BUDGET IMPACT:
$ TBD + Staff Time

METRICS:
1. Measure increase in subscribership biannually.
2. Explore various technologies and associated costs to maximize subscribership.

F. Community Vitality

F. Community Vitality

Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

OBJECTIVES:

1. **Volunteerism -** Expand, support and connect volunteers, or those with specialized skills, with local opportunities to make a difference in Santa Paula.

BUDGET IMPACT:
$30,000 + Staff Time

METRICS:
1. Number of volunteer projects annually.
2. Annual increase in the total number of hours logged by volunteers.
3. Host an annual volunteer appreciation event.
4. Attract retirees and professional talent.
5. Use a database to track volunteers, possibly CRM.

2. **Internships -** Expand and enhance a Citywide Internship and Apprentice Program.

BUDGET IMPACT:
$10,000 + Staff Time

METRICS:
1. Research and present to Council for feedback programs, policies and a budget for a citywide internship program and an apprentice program.
2. Partner with other agencies such as Santa Paula Unified School District (SPUSD) and local community colleges.

3. **Fagan Barranca Park Master Plan -** Pursue funding and create a Master Restoration Plan.

BUDGET IMPACT:
$40,000-$60,000

METRICS:
1. Hire consultant (biologist / landscape architect) to work with staff and community to create a master plan.
2. Present draft master plan to City Council.

F. Community Vitality (CONT'D)

Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

OBJECTIVES:

4 **Code Enforcement -** Develop administrative hearing ordinance & public code education programs.

BUDGET IMPACT:
TBD

METRICS:
1. By Fall 2023, promote educational materials and compliance requirements through print, digital media.
2. Present the process for initiating a local code hearing officer to Council.
3. Number of educational events held.
4. Percent of tickets/fines adjudicated.
5. Percent of ticket/fines Year over Year.

5 **Water/Sewer Bill Assistance -** Explore resources for connecting low-to-moderate or fixed income residents with programs to assist with water/sewer bills.

BUDGET IMPACT:
TBD

METRICS:
1. Research any previous programs and explore possible new assistance programs.
2. Present options to Council for consideration.

6 **WiFi -** Improve WiFi signal at the Community Center & Cultural Arts Building.

BUDGET IMPACT:
Minimal budget impact + Staff Time

METRICS:
1. Complete tests of WiFi speeds and obtain employee/guest feedback on WiFi.
2. Present findings to IT Manager for analysis and upgrades.
3. Implement upgrades based on available budget.
4. Measure Increased connectivity and WiFi speeds and employee/guest satisfaction for users in both buildings.

F. Community Vitality (CONT'D)

Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

OBJECTIVES:

7 **Senior Master Plan -** Develop a Senior Master Plan.

BUDGET IMPACT:
$30,000 + Staff Time

METRICS:
1.Work with Senior Advisory Committee and Santa Paula Together to Create a local Senior Master Plan.
2. Hold community outreach events.
3. Present draft Master Plan to Council.

8 **SPUSD Partnerships -** Work with Santa Paula Unified School District to create a joint use agreement for school and city facilities.

BUDGET IMPACT:
Direct Costs + Staff Time

METRICS:
1. Meet with district to resume the process.
2. Provide updates to the District and Council via 2x2 Committee.
3. Bring draft Memorandum of Understanding **(MOU)** to Council.

9 **Recreational Facilities -** Explore options for community recreational facilities (i.e. dog park, pickle ball court).

BUDGET IMPACT:
$60,000-$250,000 + Staff Time

METRICS:
1. Research viability, associated costs and possible locations for potential activities.
2. Present findings to Council.

F. Community Vitality (CONT'D)

Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

OBJECTIVES:

10 **Union Oil Building -** Pursue programing and public use options for the Union Oil Building.

BUDGET IMPACT:
$500 + Staff Time

METRICS:
1. Hold community outreach meetings.
2. Present findings to Council.
3. Create a Request for Proposals (RFP).
4. Present results of RFP to Council.

11 **Historic Resources -** Update standards for preservation of historic resources.

BUDGET IMPACT:
General Plan Fund

METRICS:
1. Update the municipal code to include standards for historic preservation.

G. Operational Excellence

G. Operational Excellence

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

OBJECTIVES:

1. **Permitting -** Streamline the application and permitting processes for businesses.

   BUDGET IMPACT:
   Software cost + Staff time

   METRICS:
   1. Implementation of software system to reduce cycle time for application and permitting processes.

2. **Municipal Code -** Review the City's municipal code to reduce irrelevant codes and update development codes.

   BUDGET IMPACT:
   $250,000 + Staff Time

   METRICS:
   1. Number and/or percentage of codes reduced.

3. **Employee Enrichment -** Develop programs around employee retention, engagement, and succession planning.

   BUDGET IMPACT:
   Staff Time

   METRICS:
   1. Increase employee training and learning opportunities by at least 50%.
   2. Establish a succession plan and related policies.
   3. Percent of internal promotions.
   4. Percent decrease in turnover year over year **(YoY).**

4. **Personnel Policies and Procedures -** Update the City Personnel Policies and Procedures to comply with statutes.

   BUDGET IMPACT:
   $10,000 + Staff Time

   METRICS:
   1. Update the policy.
   2. Deliver a new policy to Council by Summer 2023.

G. Operational Excellence (CONT'D)

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

OBJECTIVES:

5 **Records & Retention Policy -** Update records-keeping and retention policy.

BUDGET IMPACT:
Staff Time

METRICS:
1. Update the policy.
2. Measure how many paper/electronic files are eligible for destruction on a quarterly/yearly basis.
3. Measure time it takes to locate files pre/post policy.

6 **Staffing -** Develop a staffing augmentation plan.

BUDGET IMPACT:
Staff Time

METRICS:
1. Research options and best practices to provide redundancy and succession planning within a smaller City.
2. Present findings to Council.

7 **Wellness Options -** Expand Employee Wellness options.

BUDGET IMPACT:
$2,000 + Staff Time

METRICS:
1. Research options and best practices to increase wellness programs for employees.
2. Present findings to Council.
3. Implement Council supported directives.

8 **Housing/Homeless Position -** Explore opportunities to establish a Housing/Homeless Services position who will pursue partnerships and options to understand, address, and meet the needs of the unhoused including behavioral support.

BUDGET IMPACT:
$120,000 Fully Burdened + Staff Time

METRICS:
1. Develop a strategy and position around housing/homeless with Council.
2. Research, budget, and create a position to address position/strategy.
3. Recruit for position.
4. Explore opportunities to establish a Housing/Homeless task force, local services position and comprehensive strategy.
5. Establish permanent facility for transitional housing.
6. Measure results through annual point in time count.

Strategic Plan Next Steps

Strategic Plan Next Steps

Once City Council adopts the Two-Year Strategic Plan, the following items should occur:

Incorporate Strategic Plan objectives into Santa Paula's Two-Year Budget.

Continue to identify and explore funding opportunities through the American Rescue Plan (ARP).

Align future staff reports to report on conformance with the Strategic Plan, where applicable.

Revise and update as needed (per City Council's direction).

Review and create a new Strategic Plan at the end of this cycle.

Parking Lot

During the strategic planning process, Council supported the idea of creating a space in the Strategic Plan to "park" items which are good objectives but not feasible or attainable in the next two-years. These ideas are listed below.

Develop a Citywide property inventory for viable commercial and housing locations. ESRI software could assist with this process; look into cost for this system.

Attract more filming opportunities by updating the City website, attending conferences/expos, networking. Explore proactive filming opportunities.

Explore the possibility of a Santa Paula Trolley transportation system.

Explore a marketing campaign for Santa Paula (i.e. Planes, Trains & Automobiles).

Recreational Facilities - Explore options for a bike park.

Photography: Melgar Photo Studio

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: BUDGET ADOPTION: FISCAL YEARS 2023/24 & 2024/25

Date: June 21, 2023

Agenda Item: 12.F

RECOMMENDATION:

Adopt Resolution 7471 to Approve the FY 2023/24 and FY 2024/25 Final Operating Budget for the City of Santa Paula and Adopting the FY 2023/24 and FY 2024/25 Capital Improvement Budget.

Presented by: Finance Director Christy Ramirez

BACKGROUND:

The Preliminary Operating and Capital Budgets for Fiscal Years 2023/24 and 2024/25 were reviewed and discussed with the City Council at two budget workshop on June 7 and June 14. At these workshops, staff provided the Council with an overview of anticipated revenues for both fiscal years, followed by a review of the Capital Improvement Program (CIP) and presentations from all City departments. The presentation was focused on the top program goals for the next two years and budget requests for new equipment, programs and personnel costs were discussed.

While the City's short term fiscal forecast looks healthy, the presentation of a balanced two year budget is based in large part on one time revenue stemming from development activity. Council has directed staff to incorporate appropriations to explore increasing ongoing revenue opportunities.

This report presents an overview of the proposed two-year budget, including revenue projections, expenditure requests, capital projects and enterprise funds, and various considerations going into a balanced budget.

ANALYSIS:

General Fund Revenue Summary

Overall General Fund Revenues are projected at $21.9m in FY 23/24 and $23.2m in FY 24/25. Included below is a recap of General Fund revenues by sub fund.

REVENUE BY FUND - GENERAL FUND

FUND	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2023-2024 Proposed	2024-2025 Proposed
General	14,348,062	15,040,598	15,261,541	17,268,504	18,525,381
General - Reserve	689,246	-	-	-	-
Cable	73,961	60,327	46,500	46,500	46,500
Measure T	3,803,175	4,500,085	4,100,000	4,512,022	4,512,022
Measure T - Reserve	(2,272)	-	20,000	50,000	50,000
Vehicle Replacement	99,450	-	-	-	-
Recreation	42,233	85,002	154,500	87,000	87,000
TOTAL	19,053,855	19,686,012	19,582,541	21,964,026	23,220,903

Included below is a year-over-year comparison in more traditional revenue categories.

REVENUE BY CATEGORY - GENERAL FUND

Category with sub cats	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2023-2024 Proposed	2024-2025 Proposed
Charges for Service	1,408,542	1,358,664	2,098,813	4,454,108	3,172,790
Planning/Bldg & Safety	*674,418*	*874,976*	*898,686*	*3,695,550*	*2,390,401*
Other	*734,124*	*483,689*	*1,200,127*	*758,558*	*782,389*
Licenses & Permits	1,868,417	1,511,539	1,339,500	254,106	2,577,625
Planning/Bldg & Safety	1,759,177	1,361,259	1,230,000	136,816	2,447,835
Other	109,241	150,280	109,500	117,290	129,790
Fines & Penalties	120,732	112,382	91,500	95,000	102,000
Other Revenue	418,504	384,836	30,500	21,500	25,500
Intergovernmental Revenues	352,240	459,841	433,496	468,871	486,565

Property Related	4,101,422	4,373,347	4,650,163	4,804,258	4,939,110
Property Taxes	*940,937*	*972,805*	*867,000*	*907,600*	*925,552*
In Lieu of VLF	*3,160,485*	*3,400,543*	*3,783,163*	*3,896,658*	*4,013,558*
Sales Tax	6,912,274	7,893,048	7,400,000	7,972,364	7,972,364
Other Taxes	404,117	576,321	368,000	420,500	428,500
Franchise Fee	812,000	891,133	845,000	1,067,750	1,110,880
Investments & Rents	23,538	22,585	112,365	162,365	162,365
Transfers	2,632,070	2,102,315	2,213,204	2,243,204	2,243,204
Total	19,053,855	19,686,012	19,582,541	21,964,026	23,220,903

General Fund Expenditure Summary

The expenditure budget is approximately $21.8m and $23.1m for Fiscal Year 2023/24 and 2024/25 respectively. The table below shows the budget by Department and discussed in further detail below.

EXPENSE BY DEPARTMENT - GENERAL FUND

Department	**2020-2021 Activity**	**2021-2022 Activity**	**2022-2023 Budget**	**2022-2023 YTD**	**2023-2024 Proposed**	**2024-2025 Proposed**
City Manager	939,445	972,653	1,254,930	1,238,262	1,523,925	1,598,704
Human Resources	1,230,271	1,366,332	1,445,570	1,387,979	1,832,630	1,918,729
Information Technology	740,335	793,989	853,775	800,062	934,678	944,401
Comm Econ Dev	1,157,098	1,425,271	1,684,725	1,174,795	1,851,003	1,935,470
Parks & Recreation	1,579,708	2,027,571	2,883,621	2,069,929	2,718,095	2,833,627
Finance	2,217,780	984,551	1,092,286	925,194	1,248,015	1,830,328
Police	8,393,595	8,429,615	9,795,899	7,775,638	9,890,332	10,306,958

Public Works	1,032,668	175,387	194,349	186,706	137,270	137,530
Non Departmental	-	-	-	-	-	-
Capital Improvements	1,214,610	1,153,029	5,616,171	4,492,800	1,720,134	1,597,426
Total	18,505,511	17,328,399	24,821,326	20,051,365	21,856,081	23,103,174

Personnel Summary

The proposed budget document includes the following adjustments to salaries and position changes:

- An increase to minimum wage, effective January 1, to $16.05 per hour. This is a projected figure based on CPI calculations. Any minimum wage increase will only be implemented if/when the state requires an increase.
- An increase to seasonal part-time staff impacted by compaction to 5% above the minimum wage rate, once a change to minimum wage is made.
- A 5% cost of living adjustment in FY 23/24 and 4% increase in FY 24/25, along with other increased benefits as noted in the proposed employee MOUs and resolutions.
- An increase of $337,000 in unfunded accrued liability in FY 24/25 across all funds to account for the increased costs related to decreased return on investments (CalPERS discount rate).

Measure T

The Measure T revenue and expenditures are accounted for in a separate fund. Staff is projecting Fiscal Years 23/24 & 24/25 Measure T sales tax revenue to total $4.5 million each year. Measure T sales and use tax continue to trend higher year-over-year, despite the decrease in the County Pool due to Amazon sales tax distribution methodology changing. When compared to the regular 1% sales tax, there is a larger administrative charge taken prior to remittance to the City.

The Measure T Committee submitted their formal recommendations to the City Council on June 7, 2023 and they recommended the following percentages of Measure T monies be allocated to the following areas: 27% to Streets, 15% to Parks, 3% to Code Enforcement, and 55% to Police of the ongoing revenues.

Strategic Plan Objectives

The budget contains support for numerous objectives identified by the City Council in their 2-year Strategic Plan. In addition, the City continues to benefit from federal ARPA stimulus funding which will be allocated for various projects and services over this budget period.

Capital Projects - All funds

Pent-up needs with the City's street maintenance and enterprise accounts have resulted in numerous CIP projects, amounting to over $12.4m within the next two FY's. Staff will return with any necessary adjustments to the CIP budget in order to ensure compliance with all bond-related requirements, such as debt coverage ratio and reserve requirements.

Other Funds

Staff has provided a summary of other Special Funds within the budget document.

STRATEGIC PLAN:

FISCAL IMPACTS:

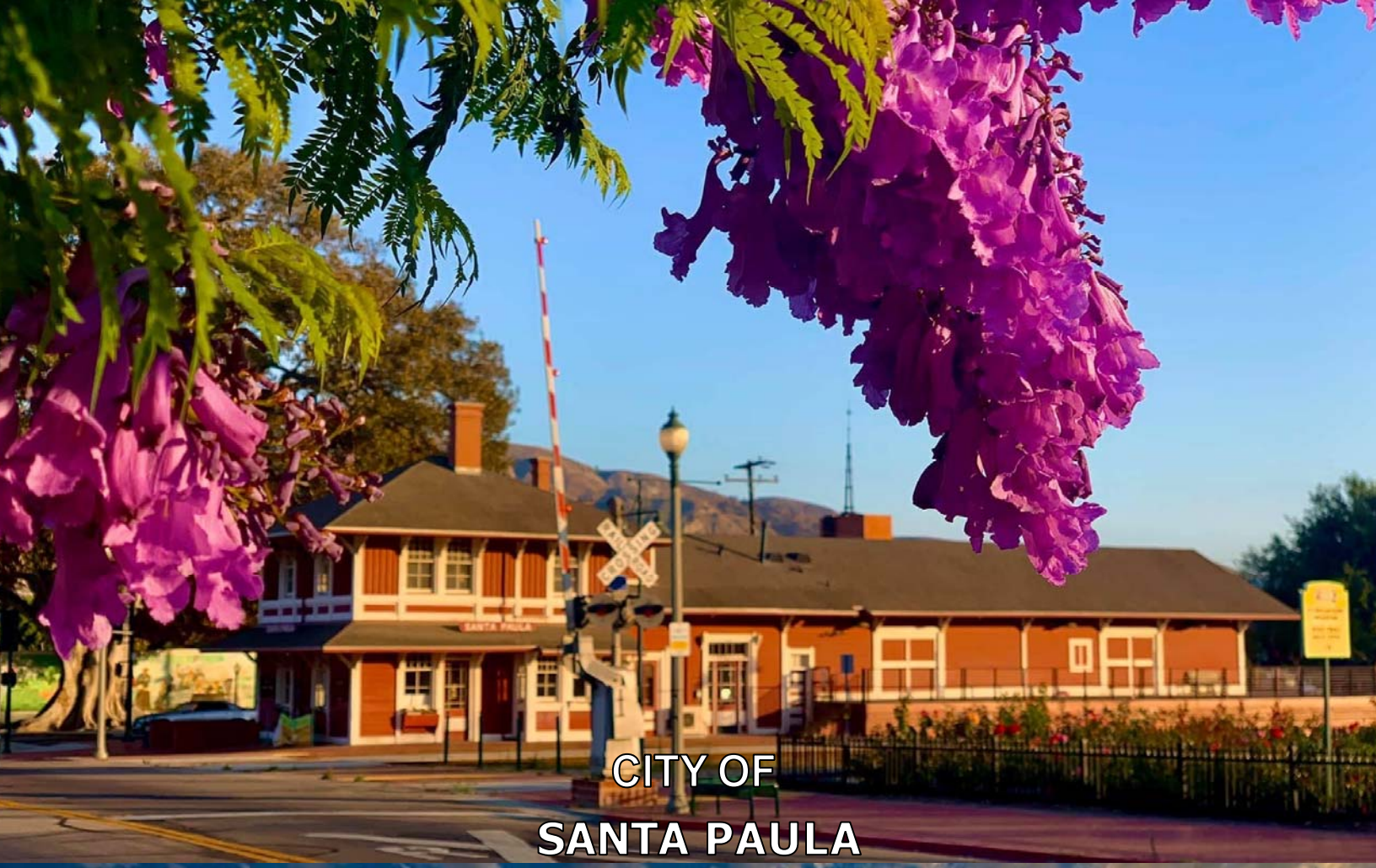
The attached budget document presents a balanced budget for the next two year budget cycles of Fiscal Year 2023/24 and 2024/25.

OPTIONS:

Council may decide to not adopt the proposed budgets for the FY 2023/24 & 2024/25 and provide additional direction to staff.

ATTACHMENTS:

Proposed Budget 23.25.pdf



CITY OF

SANTA PAULA

FISCAL YEAR

2023/2024 – 2024/2025

Proposed Budget

CITY OF SANTA PAULA

Proposed Budget
Fiscal Year 2023/24 & 2024/25

Directory of Elected Officials and Executive Staff

Elected Officials

Mayor	Andy Sobel
Vice Mayor	Leslie Cornejo
Councilmember	Carlos Juarez
Councilmember	Jenny Crosswhite
Councilmember	Pedro Chavez

Executive Management

City Manager	Dan Singer
City Attorney (Interim)	Monica Castillo
Public Works Director	Clete Saunier
Police Chief (Interim)	Don Aguilar
Community & Economic Development Director	James Mason
Parks & Recreation Director	Greg Barnes
Finance Director/Treasurer	Christy Ramirez
Chief Technology Officer	Rich Williams
Human Resources Administrator	Lorena Alvarez
City Clerk	Julie Latshaw

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The City of Santa Paula is located approximately 65 miles northwest of Los Angeles and 14 miles east of Ventura, and is 14 miles from the coastline of the Pacific Ocean. Santa Paula is the geographic center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, Santa Paula is often referred to as the "Citrus Capital of the World."

The Chumash Indians established the original community as the villages of Mupu and Srswa. The land was later given away as part of a Spanish land grant to Rancho Santa Paula and Saticoy in 1840. In the 1860s, it was subdivided into small farms. In 1880, oil was discovered leading to the formation of the Union Oil Company in 1890.

The City was incorporated April 22, 1902 as a general law city. The City Council is made up of five members, elected at large, serving four-year terms. The Mayor is elected for a one-year term from among the members of the City Council. City Council, in separate session, also serves as the governing board of the Santa Paula Public Financing Authority. The City operates under a council-Manager form of government. The City Council appoints the City Manager and City Attorney. In 2023, the City moved to district elections, thus beginning with the November 2024 General Election and moving forward, the City will be divided into five distinct voting districts.

Santa Paula covers an area of 5.4 square miles and has a population of 30,691. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City of Santa Paula delivers municipal services through six departments: City Manager's (City Council, City Clerk, City Attorney, City Manager, Personnel, Risk Management, Information Technology, Cable Television, and Mobile Home Rent Review), Parks and Recreation (Community Center, Recreation, Senior Services, Cable Television, Buildings & Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Community and Economic Development (Planning, Economic Development, Housing and Building-Code Enforcement), Police, Public Works (Streets, Water, Wastewater and Engineering). Wastewater treatment plant operations and solid waste services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District and public transit services are provided by the Ventura County Transportation Commission.

MISCELLANEOUS STATISTICS

Date of Incorporation	April 22, 1902
Population	31,145
Form of Government	Council-City Manager
Type of Government	General Law
Area	5.4 Square Miles
Elevation	274 Feet
Miles of Streets	58 Miles
Number of Street Lights	1,457
Building Permits Issued	1,154/Year
Employees	137.97 Full Time Equivalents
Parks	11 (35.9 Acres)
Fire Stations	2
Libraries	1
Museums	4
Schools	11
Hospital/Urgent Care Facility	2
Airport	1
Transit Service Provider	Valley Express

CITY OF SANTA PAULA

MAYOR AND CITY COUNCIL

MAYOR	ANDREW SOBEL
VICE MAYOR	LESLIE CORNEJO
COUNCILMEMBER	CARLOS JUAREZ
COUNCILMEMBER	JENNY CROSSWHITE
COUNCILMEMBER	PEDRO CHAVEZ

CITY MANAGER

DANIEL SINGER

City Information

The City of Santa Paula incorporated on April 22, 1902 as a General Law City under the laws of the State of California and operates under the Council-Manager form of government. The City encompasses approximately 5.4 square miles in the geographic center of Ventura County and has a population of approximately 31,145. The City is adjacent to the City of Ventura and is approximately 65 miles from Los Angeles. The City has 137.97 full time equivalent employees (FTEs) for FY 23/24 and 138.12 in FY 24/25.

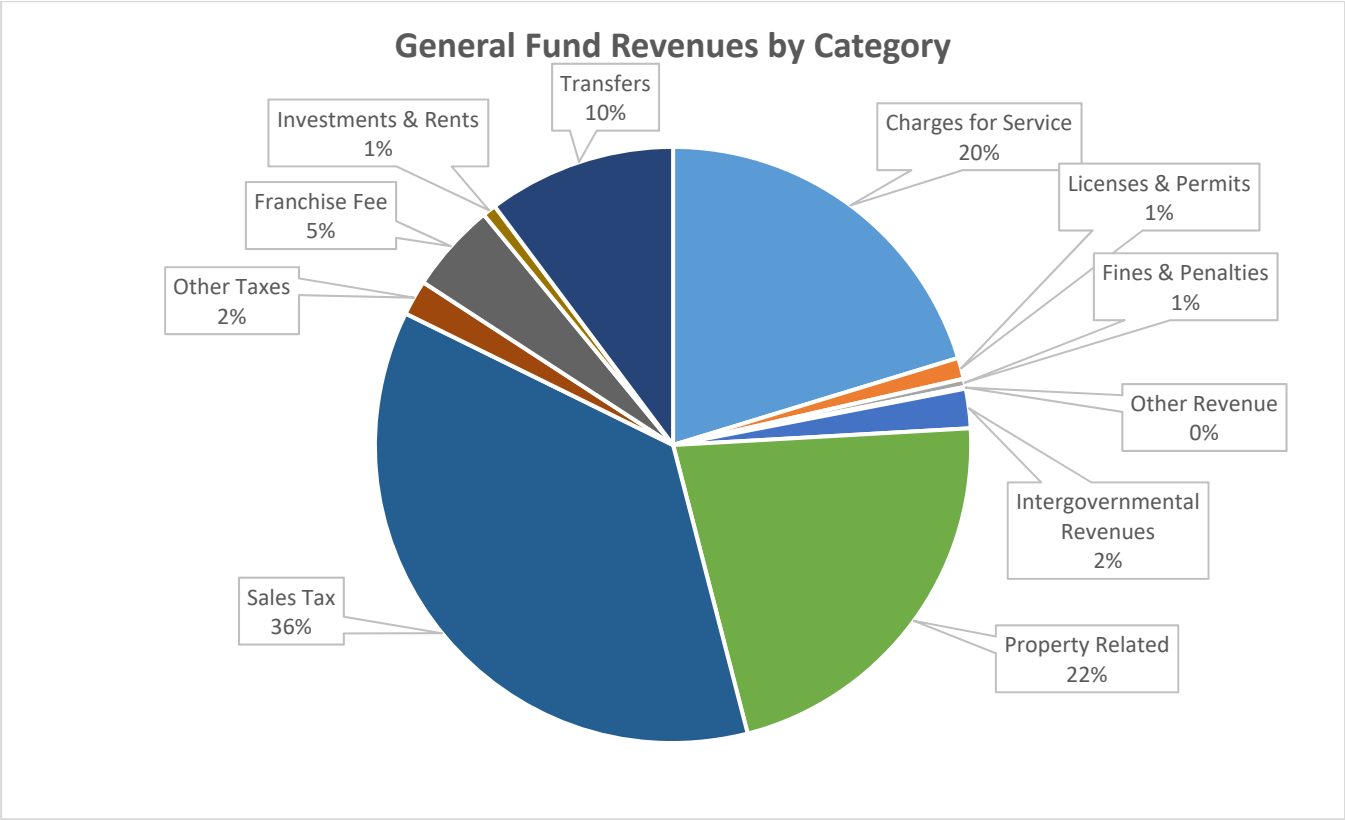
City Budget Overview

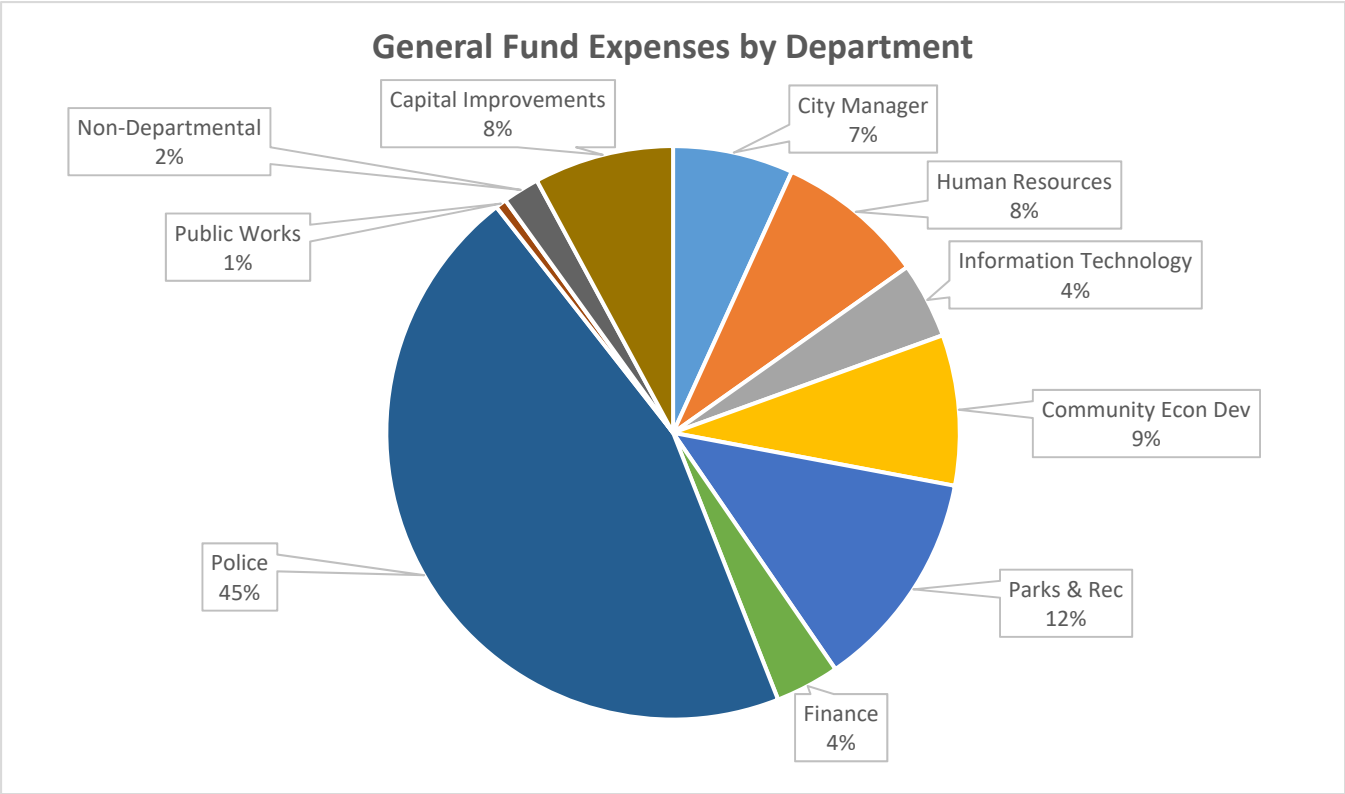
The proposed FY 2023/24 & FY 2024/25 budget includes citywide expenditures totaling $54.3 and $53.7 million, respectively. The City maintains over 35 Special Revenue Funds and its primary operating fund, the General Fund. The General Fund consists of sub-funds for General Operations, Cable, Recreation, and Measure T, a local tax passed by voters in 2016 to fund streets, police, and recreation activities. Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted or committed for specific purposes, including a Water and Sewer Fund. There are 21 Capital Improvement Program (CIP) projects requesting new funding for the next two-year budget cycle.

General Fund Budget Overview

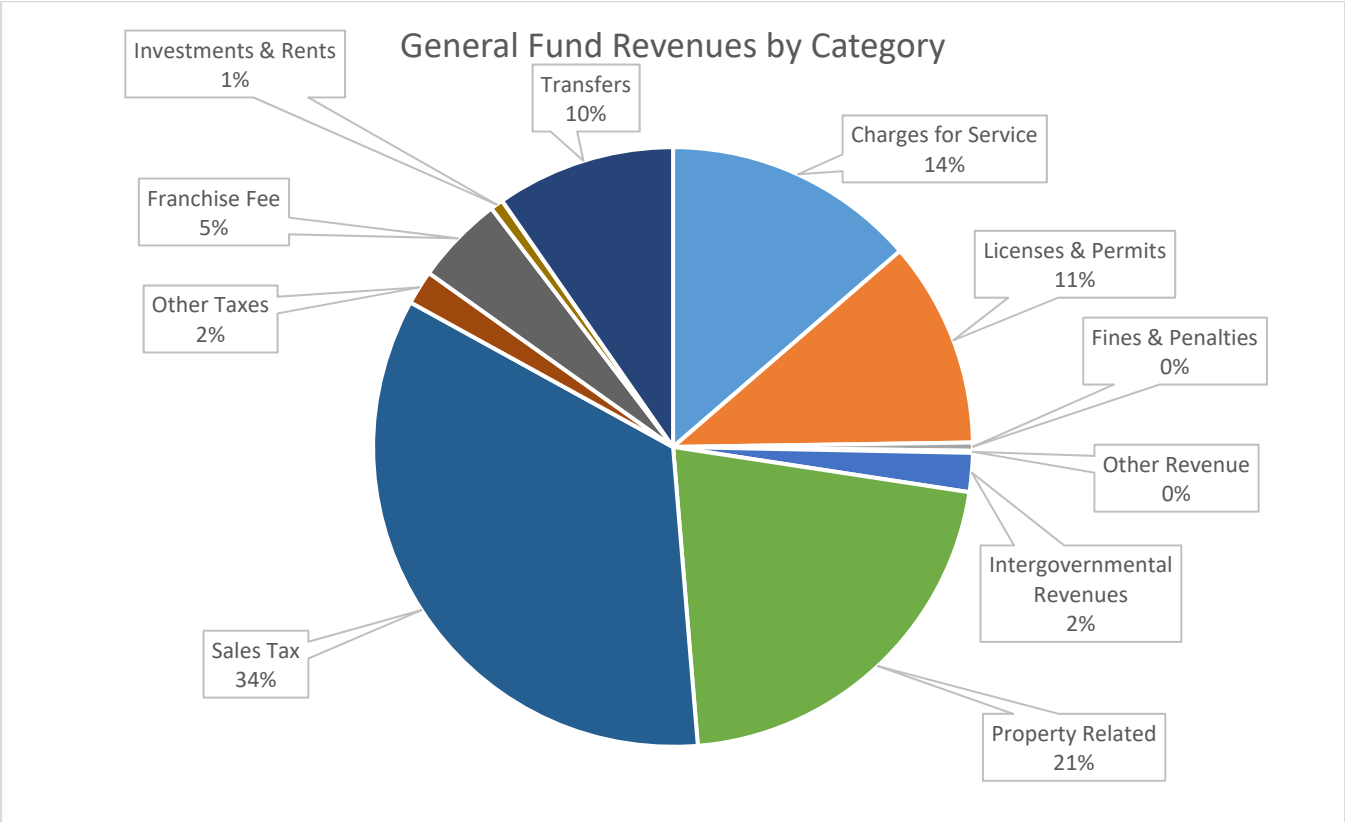
The General Fund and sub-funds make up the City's primary operating expenses. They encompass core services traditionally associated with governments such as the legislative and administrative functions, financial, public safety, public works, planning, and recreation services. Overall, the General Fund Operating Budget reflects $21.8 million in expenditures in FY 2023/24 and $23.1 million in FY 2024/25.

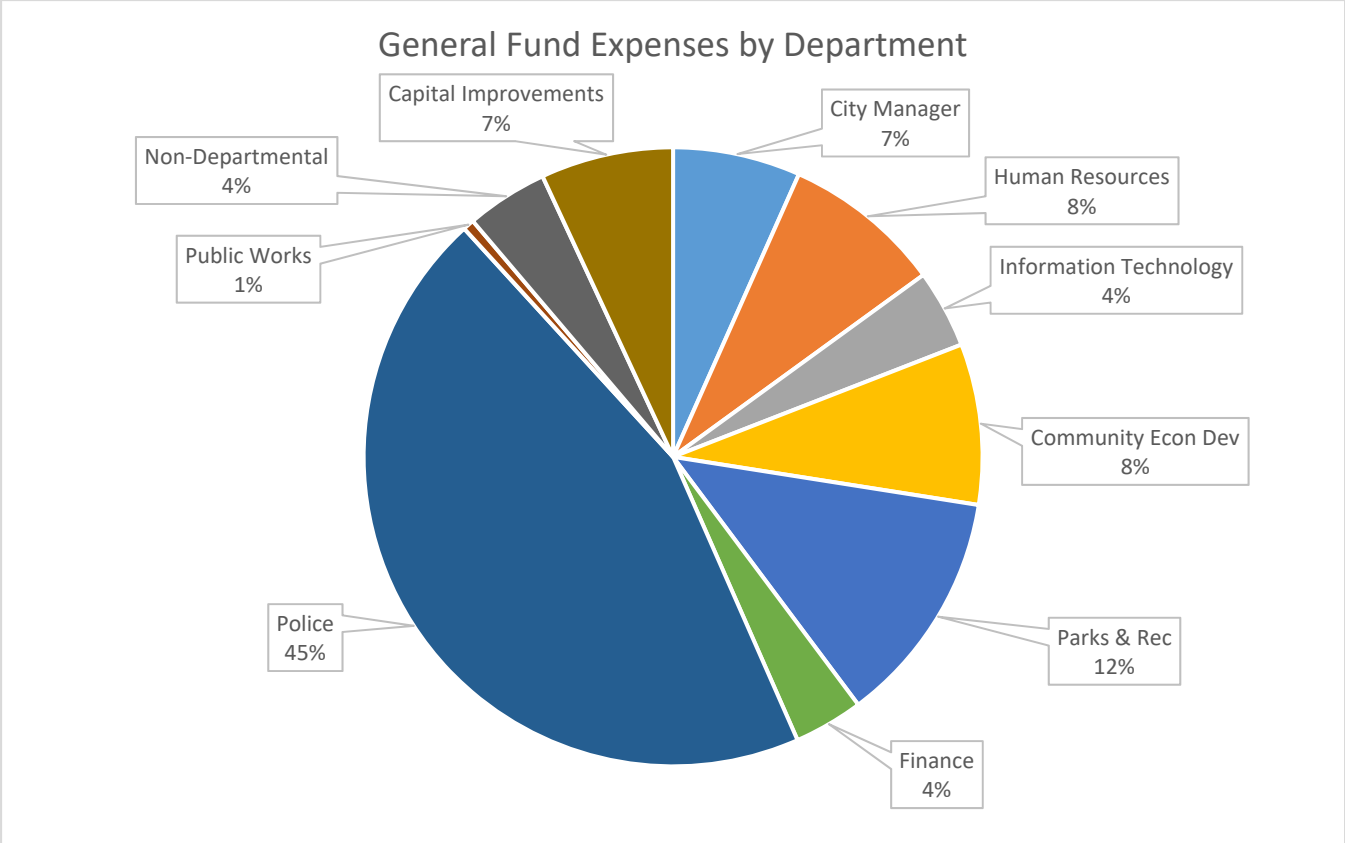
FY 2023/24


General Fund Revenues by Category
Transfers 10%
Investments & Rents 1%
Charges for Service 20%
Franchise Fee 5%
Licenses & Permits 1%
Other Taxes 2%
Fines & Penalties 1%
Other Revenue 0%
Intergovernmental Revenues 2%
Sales Tax 36%
Property Related 22%


General Fund Expenses by Department
Capital Improvements 8%
City Manager 7%
Non-Departmental 2%
Human Resources 8%
Public Works 1%
Information Technology 4%
Community Econ Dev 9%
Police 45%
Parks & Rec 12%
Finance 4%

FY 2024/25


General Fund Revenues by Category
Investments & Rents 1%
Transfers 10%
Charges for Service 14%
Franchise Fee 5%
Licenses & Permits 11%
Other Taxes 2%
Fines & Penalties 0%
Other Revenue 0%
Intergovernmental Revenues 2%
Sales Tax 34%
Property Related 21%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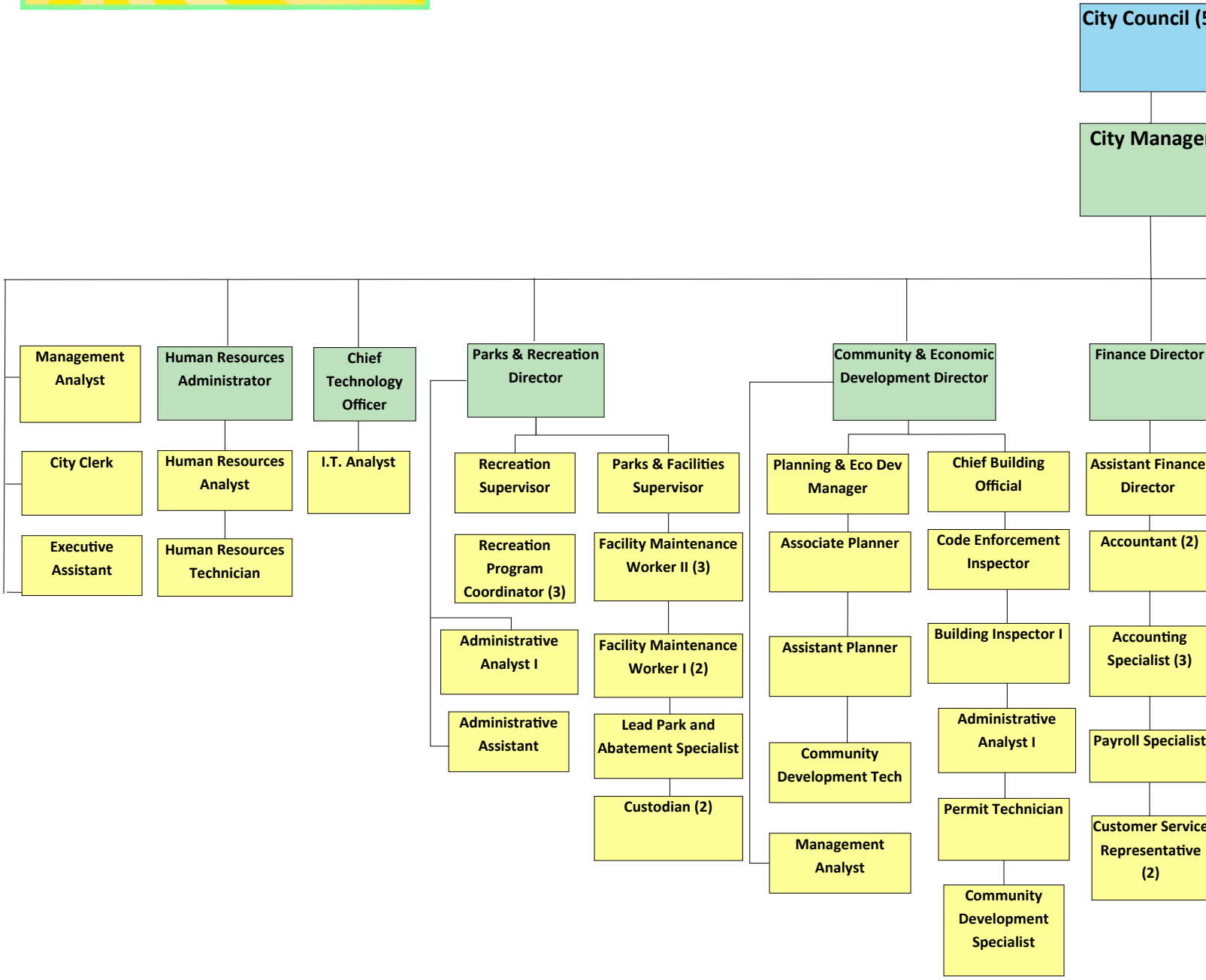

Part Time/Seasonal Staff—Full Time Equivalents

Parks—Nutrition Coordinator (.70); Facility Attendant (2.16); Park Abatement Specialist (2.31); Recreation Leader (4.72)

Police— Police Cadet (.96)

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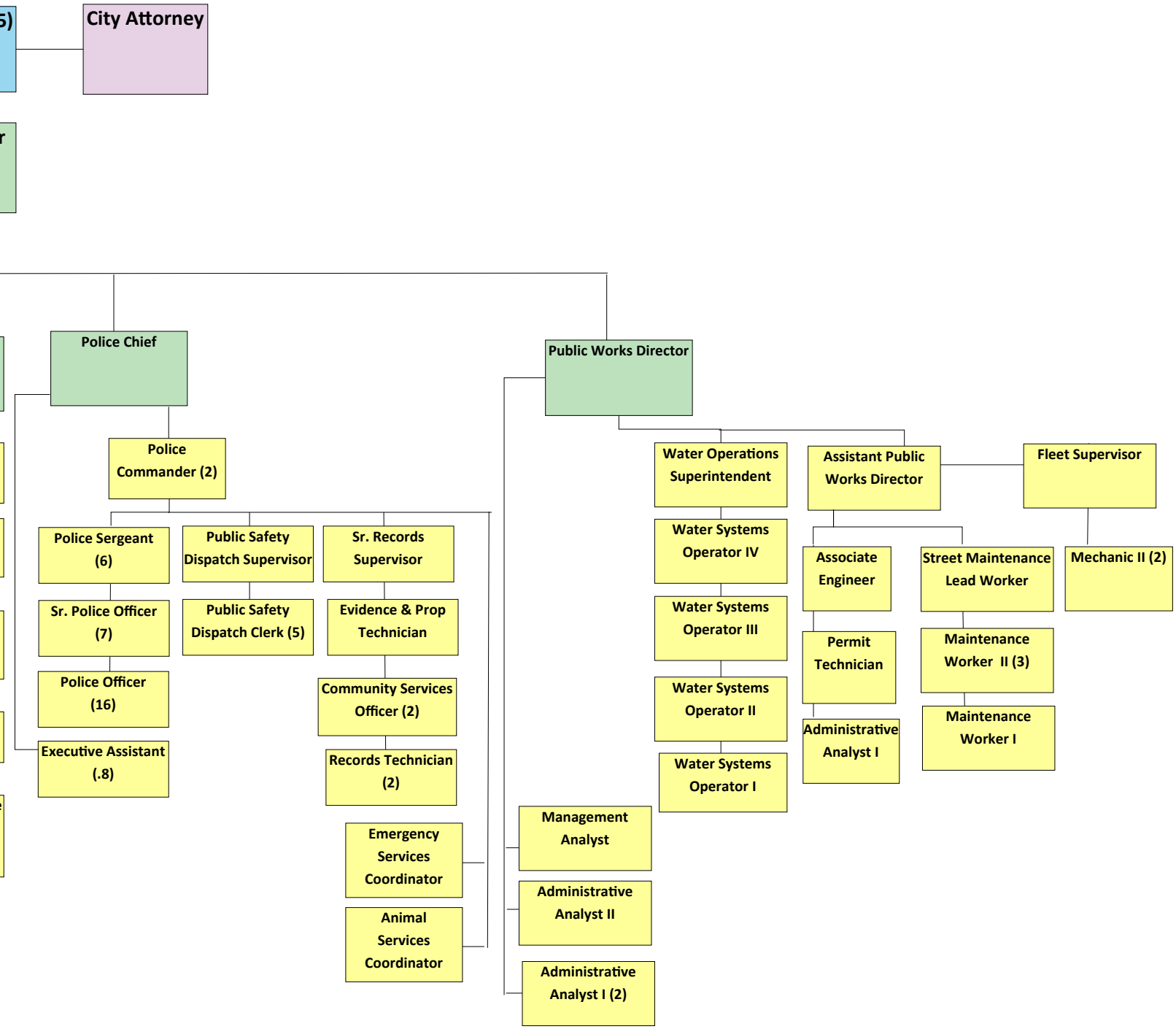


FY 2023/24 SALARY SCHEDULE

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
100	CITY MANAGER	102.93	-	-	-	-	214,094.40	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	58.31	61.23	64.30	67.52	70.90	121,284.80	127,358.40	133,744.00	140,441.60	147,472.00
103	PARKS & RECREATION DIRECTOR	61.05	64.11	67.32	70.69	74.23	126,984.00	133,348.80	140,025.60	147,035.20	154,398.40
106	PLANNING DIRECTOR	63.10	66.26	69.58	73.06	76.72	131,248.00	137,820.80	144,726.40	151,964.80	159,577.60
107	FINANCE DIRECTOR/CITY TREASURER	62.30	65.42	68.70	72.14	75.75	129,584.00	136,073.60	142,896.00	150,051.20	157,560.00
108	PUB WORKS DIR/CITY ENGINE	69.04	72.50	76.13	79.94	83.94	143,603.20	150,800.00	158,350.40	166,275.20	174,595.20
109	POLICE CHIEF	70.85	74.40	78.12	82.03	86.14	147,368.00	154,752.00	162,489.60	170,622.40	179,171.20
110	ASSISTANT CITY MANAGER	69.44	72.92	76.57	80.40	84.42	144,435.20	151,673.60	159,265.60	167,232.00	175,593.60
111	CHIEF TECHNOLOGY OFFICER	58.97	61.92	65.02	68.28	71.70	122,657.60	128,793.60	135,241.60	142,022.40	149,136.00
202	ASSISTANT FINANCE DIRECTOR	46.09	48.40	50.82	53.37	56.04	95,867.20	100,672.00	105,705.60	111,009.60	116,563.20
205	POLICE COMMANDER	59.05	62.01	65.12	68.38	71.80	122,824.00	128,980.80	135,449.60	142,230.40	149,344.00
207	ASSISTANT PUB WORKS DIRECTOR	56.28	59.10	62.06	65.17	68.43	117,062.40	122,928.00	129,084.80	135,553.60	142,334.40
208	CHIEF BUILDING OFFICIAL	43.37	45.54	47.82	50.22	52.74	90,209.60	94,723.20	99,465.60	104,457.60	109,699.20
209	ASSISTANT POLICE CHIEF	64.25	67.47	70.85	74.40	78.12	133,640.00	140,337.60	147,368.00	154,752.00	162,489.60
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	48.37	50.79	53.33	56.00	58.80	100,609.60	105,643.20	110,926.40	116,480.00	122,304.00
215	WATER OPERATIONS SUPERINTENDENT	52.54	55.17	57.93	60.83	63.88	109,283.20	114,753.60	120,494.40	126,526.40	132,870.40
258	PLANNER, ASSISTANT/GIS ANALYST	31.81	33.41	35.09	36.85	38.70	66,164.80	69,492.80	72,987.20	76,648.00	80,496.00
259	ENGINEERING TECH. SR.	32.61	34.25	35.97	37.77	39.66	67,828.80	71,240.00	74,817.60	78,561.60	82,492.80
263	PLANNER, ASSOCIATE	36.04	37.85	39.75	41.74	43.83	74,963.20	78,728.00	82,680.00	86,819.20	91,166.40
265	MANAGEMENT ANALYST	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
268	ACCOUNTANT	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
272	WATER SUPERVISOR	35.97	37.77	39.66	41.65	43.74	74,817.60	78,561.60	82,492.80	86,632.00	90,979.20
273	PURCHASING AGENT	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
274	SR. RECORDS SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
275	ADMINISTRATIVE ANALYST I	23.90	25.10	26.36	27.68	29.07	49,712.00	52,208.00	54,828.80	57,574.40	60,465.60
276	RECREATION SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
277	PARKS & FACILITIES SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
278	FLEET SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
279	STREETS MAINTENANCE SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
280	ADMINISTRATIVE ANALYST II	29.88	31.38	32.95	34.60	36.33	62,150.40	65,270.40	68,536.00	71,968.00	75,566.40
281	ASSOCIATE ENGINEER	42.50	44.63	46.87	49.22	51.69	88,400.00	92,830.40	97,489.60	102,377.60	107,515.20
282	EMERGENCY SERVICES COORDINATOR	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
283	CITY CLERK	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
301	CUSTODIAN	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
302	CUST SERVICES REP	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
304	WATER DISTRIBUTION OPERATOR I	23.98	25.18	26.44	27.77	29.16	49,878.40	52,374.40	54,995.20	57,761.60	60,652.80
309	ADMINISTRATIVE ASSISTANT	20.05	21.06	22.12	23.23	24.40	41,704.00	43,804.80	46,009.60	48,318.40	50,752.00
311	ANIMAL SERVICES COORDINAT	20.95	22.00	23.10	24.26	25.48	43,576.00	45,760.00	48,048.00	50,460.80	52,998.40
313	SR. ADMINISTRATIVE ASST.	21.05	22.11	23.22	24.39	25.61	43,784.00	45,988.80	48,297.60	50,731.20	53,268.80
314	WATER DISTRIBUTION OPERATOR II	25.17	26.43	27.76	29.15	30.61	52,353.60	54,974.40	57,740.80	60,632.00	63,668.80
315	MECHANIC I	21.27	22.34	23.46	24.64	25.88	44,241.60	46,467.20	48,796.80	51,251.20	53,830.40
318	WATER TREATMENT/PROD OPERATOR I	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
320	WATER TREATMENT/PROD OPERATOR II	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
321	WATER DIST OPERATOR III	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
322	LEAD WATER DIST OPERATOR	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
323	BUILDING INSPECTOR I	24.94	26.19	27.50	28.88	30.33	51,875.20	54,475.20	57,200.00	60,070.40	63,086.40
324	MECHANIC II	26.63	27.97	29.37	30.84	32.39	55,390.40	58,177.60	61,089.60	64,147.20	67,371.20
325	WATER DIST WORKER IV	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
326	BUILDING INSPECTOR II	30.30	31.82	33.42	35.10	36.86	63,024.00	66,185.60	69,513.60	73,008.00	76,668.80
328	ENGINEERING TECH/INSPECTO	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
329	SENIOR ACCOUNTING TECHNIC	22.25	23.37	24.54	25.77	27.06	46,280.00	48,609.60	51,043.20	53,601.60	56,284.80
330	EQUIPMENT MAINT LEADWORK	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
331	FACILITIES MAINT LEADWORK	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
332	FAC MAINT WRK I	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
333	FAC MAINT WRK II	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
334	MAINTENANCE WRK I	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
335	MAINTANENCE WRK II	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
336	LEAD WATER TREAT & PROD OPERATOR	29.13	30.59	32.12	33.73	35.42	60,590.40	63,627.20	66,809.60	70,158.40	73,673.60
339	STREET MAINT LEADWORKER	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
340	WASTEWATER LEADWORKER	23.26	24.43	25.66	26.95	28.30	48,380.80	50,814.40	53,372.80	56,056.00	58,864.00
341	WASTEWATER COLL WRK I	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
342	WASTEWATER COLL WRK I	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
343	COMMUNITY DEVELOPMENT TECHNICIAN	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
344	RECREATION PROGRAM COORDINATOR	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60

345	PERMIT TECHNICIAN	27.95	29.35	30.82	32.37	33.99	58,136.00	61,048.00	64,105.60	67,329.60	70,699.20
346	ENGINEERING TECH I	24.26	25.48	26.76	28.10	29.51	50,460.80	52,998.40	55,660.80	58,448.00	61,380.80
347	ENGINEERING TECH II	28.08	29.49	30.97	32.52	34.15	58,406.40	61,339.20	64,417.60	67,641.60	71,032.00
348	LEAD PARK AND ABATEMENT SPECIALIST	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60
349	ACCOUNTING SPECIALIST	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
350	WATER SYSTEMS OPERATOR I	27.75	29.14	30.60	32.13	33.74	57,720.00	60,611.20	63,648.00	66,830.40	70,179.20
351	WATER SYSTEMS OPERATOR II	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
352	WATER SYSTEMS OPERATOR III	30.60	32.13	33.74	35.43	37.21	63,648.00	66,830.40	70,179.20	73,694.40	77,396.80
353	WATER SYSTEMS OPERATOR IV	32.13	33.74	35.43	37.21	39.08	66,830.40	70,179.20	73,694.40	77,396.80	81,286.40
354	LEAD WATER SYSTEMS OPERATOR	33.74	35.43	37.21	39.08	41.04					
401	PUBLIC SAFETY DISP CLERK	23.68	24.87	26.12	27.43	28.81	49,254.40	51,729.60	54,329.60	57,054.40	59,924.80
402	PUB SAFETY DISPATCH SUPER	30.62	32.16	33.77	35.46	37.24	63,689.60	66,892.80	70,241.60	73,756.80	77,459.20
403	POLICE OFFICER	35.34	37.11	38.97	40.92	42.97	73,507.20	77,188.80	81,057.60	85,113.60	89,377.60
405	POLICE SENIOR	39.57	41.55	43.63	45.82	48.12	82,305.60	86,424.00	90,750.40	95,305.60	100,089.60
406	POLICE SERGEANT	46.07	48.38	50.80	53.34	56.01	95,825.60	100,630.40	105,664.00	110,947.20	116,500.80
407	POLICE RECRUIT	26.42	-	-	-	-	54,953.60	-	-	-	-
501	COMMUNITY SERVICES OFFICE	19.20	20.16	21.17	22.23	23.35	39,936.00	41,932.80	44,033.60	46,238.40	48,568.00
502	EVIDENCE & PROPERTY TECHNICIAN	21.26	22.33	23.45	24.63	25.87	44,220.80	46,446.40	48,776.00	51,230.40	53,809.60
503	RECORDS TECHNICIAN	19.00	19.95	20.95	22.00	23.10	39,520.00	41,496.00	43,576.00	45,760.00	48,048.00
703	IT SUPPORT ANALYST	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
704	PAYROLL SPECIALIST	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
705	EXECUTIVE ASSISTANT	22.77	23.91	25.11	26.37	27.69	47,361.60	49,732.80	52,228.80	54,849.60	57,595.20
706	HUMAN RESOURCES ANALYST	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
707	HUMAN RESOURCE TECHNICIAN	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
801	RECREATION LEADER II	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
802	RECREATION LEADER III	16.86	17.71	18.60	19.53	20.51	35,068.80	36,836.80	38,688.00	40,622.40	42,660.80
803	COMM SERVICE OFFICER	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
804	NUTRITION COORDINATOR	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
806	FACILITY ATTENDANT	17.16	18.02	18.93	19.88	20.88					
808	SENIOR COORDINATOR	20.23	21.25	22.32	23.44	24.62					
809	SECRETARY II	21.66	22.75	23.89	25.09	26.35	45,052.80	47,320.00	49,691.20	52,187.20	54,808.00
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.05	16.86	17.71	18.60	19.53					
816	PARK ABATEMENT SPECIALIST	19.06	20.02	21.03	22.09	23.20					
818	POLICE CADET	16.05	16.86	17.71	18.60	19.53					
819	PW FIELD TECHNICIAN	16.05	16.86	17.71	18.60	19.53					
820	CRIMINAL INVESTIGATIVE ANALYST	36.84	38.69	40.63	42.67	44.81					
821	MECHANIC HELPER	16.05	16.86	17.71	18.60	19.53					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.05	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	27.95	29.35	30.82	32.37	33.99					
900	COUNCILMEMBER	600.00	-	-	-	-					

Notes

10% Engineer's Certificate included in range 108 & 207

The law requires the lesser of 3.5 percent and the rate of change in the averages of the two most recent U.S. CPI-W unless those averages are negative. If negative, no increase or decrease

Minimum wage of $16.05 is based on assumed increase of 3.5%. This change will only become effective if and when California law is changed requiring this increase
Rec Leader III will be adjusted at 5% above Rec Leader II should minimum wage increase

FY 2024/25 SALARY SCHEDULE

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
100	CITY MANAGER	107.05	-	-	-	-	222,664.00	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	60.65	63.69	66.88	70.23	73.75	126,152.00	132,475.20	139,110.40	146,078.40	153,400.00
103	PARKS & RECREATION DIRECTOR	63.50	66.68	70.02	73.53	77.21	132,080.00	138,694.40	145,641.60	152,942.40	160,596.80
106	PLANNING DIRECTOR	65.63	68.92	72.37	75.99	79.79	136,510.40	143,353.60	150,529.60	158,059.20	165,963.20
107	FINANCE DIRECTOR/CITY TREASURER	64.80	68.04	71.45	75.03	78.79	134,784.00	141,523.20	148,616.00	156,062.40	163,883.20
108	PUB WORKS DIR/CITY ENGINE	71.81	75.41	79.19	83.15	87.31	149,364.80	156,852.80	164,715.20	172,952.00	181,604.80
109	POLICE CHIEF	73.69	77.38	81.25	85.32	89.59	153,275.20	160,950.40	169,000.00	177,465.60	186,347.20
110	ASSISTANT CITY MANAGER	72.22	75.84	79.64	83.63	87.82	150,217.60	157,747.20	165,651.20	173,950.40	182,665.60
111	CHIEF TECHNOLOGY OFFICER	61.33	64.40	67.62	71.01	74.57	127,566.40	133,952.00	140,649.60	147,700.80	155,105.60
202	ASSISTANT FINANCE DIRECTOR	47.94	50.34	52.86	55.51	58.29	99,715.20	104,707.20	109,948.80	115,460.80	121,243.20
205	POLICE COMMANDER	61.42	64.50	67.73	71.12	74.68	127,753.60	134,160.00	140,878.40	147,929.60	155,334.40
207	ASSISTANT PUB WORKS DIRECTOR	58.54	61.47	64.55	67.78	71.17	121,763.20	127,857.60	134,264.00	140,982.40	148,033.60
208	CHIEF BUILDING OFFICIAL	45.11	47.37	49.74	52.23	54.85	93,828.80	98,529.60	103,459.20	108,638.40	114,088.00
209	ASSISTANT POLICE CHIEF	66.82	70.17	73.68	77.37	81.24	138,985.60	145,953.60	153,254.40	160,929.60	168,979.20
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	50.31	52.83	55.48	58.26	61.18	104,644.80	109,886.40	115,398.40	121,180.80	127,254.40
215	WATER OPERATIONS SUPERINTENDENT	54.65	57.39	60.26	63.28	66.45	113,672.00	119,371.20	125,340.80	131,622.40	138,216.00
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
272	WATER SUPERVISOR	37.41	39.29	41.26	43.33	45.50	77,812.80	81,723.20	85,820.80	90,126.40	94,640.00
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
302	CUST SERVICES REP	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
304	WATER DISTRIBUTION OPERATOR I	24.94	26.19	27.50	28.88	30.33	51,875.20	54,475.20	57,200.00	60,070.40	63,086.40
309	ADMINISTRATIVE ASSISTANT	20.86	21.91	23.01	24.17	25.38	43,388.80	45,572.80	47,860.80	50,273.60	52,790.40
311	ANIMAL SERVICES COORDINAT	21.79	22.88	24.03	25.24	26.51	45,323.20	47,590.40	49,982.40	52,499.20	55,140.80
313	SR. ADMINISTRATIVE ASST.	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
314	WATER DISTRIBUTION OPERATOR II	26.18	27.49	28.87	30.32	31.84	54,454.40	57,179.20	60,049.60	63,065.60	66,227.20
315	MECHANIC I	22.13	23.24	24.41	25.64	26.93	46,030.40	48,339.20	50,772.80	53,331.20	56,014.40
318	WATER TREATMENT/PROD OPERATOR I	27.48	28.86	30.31	31.83	33.43	57,158.40	60,028.80	63,044.80	66,206.40	69,534.40
320	WATER TREATMENT/PROD OPERATOR II	28.88	30.33	31.85	33.45	35.13	60,070.40	63,086.40	66,248.00	69,576.00	73,070.40
321	WATER DIST OPERATOR III	27.48	28.86	30.31	31.83	33.43	57,158.40	60,028.80	63,044.80	66,206.40	69,534.40
322	LEAD WATER DIST OPERATOR	30.31	31.83	33.43	35.11	36.87	63,044.80	66,206.40	69,534.40	73,028.80	76,689.60
323	BUILDING INSPECTOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
324	MECHANIC II	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
325	WATER DIST WORKER IV	28.88	30.33	31.85	33.45	35.13	60,070.40	63,086.40	66,248.00	69,576.00	73,070.40
326	BUILDING INSPECTOR II	31.52	33.10	34.76	36.50	38.33	65,561.60	68,848.00	72,300.80	75,920.00	79,726.40
328	ENGINEERING TECH/INSPECTO	25.56	26.84	28.19	29.60	31.08	53,164.80	55,827.20	58,635.20	61,568.00	64,646.40
329	SENIOR ACCOUNTING TECHNIC	23.14	24.30	25.52	26.80	28.14	48,131.20	50,544.00	53,081.60	55,744.00	58,531.20
330	EQUIPMENT MAINT LEADWORK	29.86	31.36	32.93	34.58	36.31	62,108.80	65,228.80	68,494.40	71,926.40	75,524.80
331	FACILITIES MAINT LEADWORK	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
332	FAC MAINT WRK I	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
333	FAC MAINT WRK II	22.78	23.92	25.12	26.38	27.70	47,382.40	49,753.60	52,249.60	54,870.40	57,616.00
334	MAINTENANCE WRK I	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
335	MAINTANENCE WRK II	22.78	23.92	25.12	26.38	27.70	47,382.40	49,753.60	52,249.60	54,870.40	57,616.00
336	LEAD WATER TREAT & PROD OPERATOR	30.30	31.82	33.42	35.10	36.86	63,024.00	66,185.60	69,513.60	73,008.00	76,668.80
339	STREET MAINT LEADWORKER	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
340	WASTEWATER LEADWORKER	24.20	25.41	26.69	28.03	29.44	50,336.00	52,852.80	55,515.20	58,302.40	61,235.20
341	WASTEWATER COLL WRK I	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
342	WASTEWATER COLL WRK I	22.78	23.92	25.12	26.38	27.70	47,382.40	49,753.60	52,249.60	54,870.40	57,616.00
343	COMMUNITY DEVELOPMENT TECHNICIAN	25.56	26.84	28.19	29.60	31.08	53,164.80	55,827.20	58,635.20	61,568.00	64,646.40
344	RECREATION PROGRAM COORDINATOR	21.04	22.10	23.21	24.38	25.60	43,763.20	45,968.00	48,276.80	50,710.40	53,248.00

345	PERMIT TECHNICIAN	29.07	30.53	32.06	33.67	35.36	60,465.60	63,502.40	66,684.80	70,033.60	73,548.80
346	ENGINEERING TECH I	25.24	26.51	27.84	29.24	30.71	52,499.20	55,140.80	57,907.20	60,819.20	63,876.80
347	ENGINEERING TECH II	29.21	30.68	32.22	33.84	35.54	60,756.80	63,814.40	67,017.60	70,387.20	73,923.20
348	LEAD PARK AND ABATEMENT SPECIALIST	21.04	22.10	23.21	24.38	25.60	43,763.20	45,968.00	48,276.80	50,710.40	53,248.00
349	ACCOUNTING SPECIALIST	25.01	26.27	27.59	28.97	30.42	52,020.80	54,641.60	57,387.20	60,257.60	63,273.60
350	WATER SYSTEMS OPERATOR I	28.86	30.31	31.83	33.43	35.11	60,028.80	63,044.80	66,206.40	69,534.40	73,028.80
351	WATER SYSTEMS OPERATOR II	30.31	31.83	33.43	35.11	36.87	63,044.80	66,206.40	69,534.40	73,028.80	76,689.60
352	WATER SYSTEMS OPERATOR III	31.83	33.43	35.11	36.87	38.72	66,206.40	69,534.40	73,028.80	76,689.60	80,537.60
353	WATER SYSTEMS OPERATOR IV	33.42	35.10	36.86	38.71	40.65	69,513.60	73,008.00	76,668.80	80,516.80	84,552.00
354	LEAD WATER SYSTEMS OPERATOR	35.09	36.85	38.70	40.64	42.68					
401	PUBLIC SAFETY DISP CLERK	23.68	24.87	26.12	27.43	28.81	49,254.40	51,729.60	54,329.60	57,054.40	59,924.80
402	PUB SAFETY DISPATCH SUPER	30.62	32.16	33.77	35.46	37.24	63,689.60	66,892.80	70,241.60	73,756.80	77,459.20
403	POLICE OFFICER	35.34	37.11	38.97	40.92	42.97	73,507.20	77,188.80	81,057.60	85,113.60	89,377.60
405	POLICE SENIOR	39.57	41.55	43.63	45.82	48.12	82,305.60	86,424.00	90,750.40	95,305.60	100,089.60
406	POLICE SERGEANT	46.07	48.38	50.80	53.34	56.01	95,825.60	100,630.40	105,664.00	110,947.20	116,500.80
407	POLICE RECRUIT	26.42	-	-	-	-	54,953.60	-	-	-	-
501	COMMUNITY SERVICES OFFICE	19.20	20.16	21.17	22.23	23.35	39,936.00	41,932.80	44,033.60	46,238.40	48,568.00
502	EVIDENCE & PROPERTY TECHNICIAN	21.26	22.33	23.45	24.63	25.87	44,220.80	46,446.40	48,776.00	51,230.40	53,809.60
503	RECORDS TECHNICIAN	19.00	19.95	20.95	22.00	23.10	39,520.00	41,496.00	43,576.00	45,760.00	48,048.00
703	IT SUPPORT ANALYST	35.73	37.52	39.40	41.37	43.44	74,318.40	78,041.60	81,952.00	86,049.60	90,355.20
704	PAYROLL SPECIALIST	25.01	26.27	27.59	28.97	30.42	52,020.80	54,641.60	57,387.20	60,257.60	63,273.60
705	EXECUTIVE ASSISTANT	23.69	24.88	26.13	27.44	28.82	49,275.20	51,750.40	54,350.40	57,075.20	59,945.60
706	HUMAN RESOURCES ANALYST	35.73	37.52	39.40	41.37	43.44	74,318.40	78,041.60	81,952.00	86,049.60	90,355.20
707	HUMAN RESOURCE TECHNICIAN	25.01	26.27	27.59	28.97	30.42	52,020.80	54,641.60	57,387.20	60,257.60	63,273.60
801	RECREATION LEADER II	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
802	RECREATION LEADER III	16.86	17.71	18.60	19.53	20.51	35,068.80	36,836.80	38,688.00	40,622.40	42,660.80
803	COMM SERVICE OFFICER	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
804	NUTRITION COORDINATOR	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
806	FACILITY ATTENDANT	17.85	18.75	19.69	20.68	21.72					
808	SENIOR COORDINATOR	21.04	22.10	23.21	24.38	25.60					
809	SECRETARY II	22.53	23.66	24.85	26.10	27.41	46,862.40	49,212.80	51,688.00	54,288.00	57,012.80
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.05	16.86	17.71	18.60	19.53					
816	PARK ABATEMENT SPECIALIST	19.83	20.83	21.88	22.98	24.13					
818	POLICE CADET	16.05	16.86	17.71	18.60	19.53					
819	PW FIELD TECHNICIAN	16.05	16.86	17.71	18.60	19.53					
820	CRIMINAL INVESTIGATIVE ANALYST	38.32	40.24	42.26	44.38	46.60					
821	MECHANIC HELPER	16.05	16.86	17.71	18.60	19.53					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.05	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	29.07	30.53	32.06	33.67	35.36					
900	COUNCILMEMBER	600.00	-	-	-	-					

Notes

10% Engineer's Certificate included in range 108 & 207

The law requires the lesser of 3.5 percent and the rate of change in the averages of the two most recent U.S. CPI-W unless those averages are negative. If negative, no increase or decrease

Minimum wage of $16.05 is based on assumed increase of 3.5% in FY 23/24. This change will only become effective if and when California law is changed requiring this increase. An additional increase will be required in FY 24/25 if the law requires.

Rec Leader III will be adjusted at 5% above Rec Leader II should minimum wage increase

Following is the FY 2023/24 Appropriations limit calculation, as well as the Price Factor and Population Information as provided by the California Department of Finance.

Fiscal Year 23/24 Appropriations Limit

Per Capita COL Change	4.44+100	=	1.0444
4.44	100		
Pct			
Growth in population	0.89+100	=	1.0089
0.89	100		
Pct			
	1.0444x1.0089	=	1.05369516
	Population	=	31,145
	Growth	=	0.82%
	Prior Year limit	=	$ 27,991,581
	Per Capita COL	=	1.0444000
	1.0444 x 1.0089	=	1.05369516
	$27,991,581 x 1.0537	=	$ 29,494,593

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2023

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: 1.0444 x 0.9965 = 1.0407

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
Ventura				
Camarillo	-0.88	69,925	69,309	69,309
Fillmore	2.70	16,454	16,899	16,899
Moorpark	-0.65	35,380	35,151	35,151
Ojai	-0.99	7,568	7,493	7,493
Oxnard	-1.18	199,839	197,477	197,477
Port Hueneme	-1.35	19,615	19,351	21,356
San Buenaventura	-0.15	107,448	107,284	107,341
Santa Paula	0.89	31,145	31,423	31,423
Simi Valley	-0.13	124,333	124,174	124,174
Thousand Oaks	-1.18	124,439	122,967	122,967
Unincorporated	-1.44	91,644	90,326	92,063
County Total	-0.72	827,790	821,854	825,653

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RESOLUTION NO. 7471

A RESOLUTION ADOPTING THE 2023/24 AND FY 2024/25 FINAL OPERATING BUDGET FOR THE CITY OF SANTA PAULA AND ADOPTING THE 2023/24 AND FY 2024/25 CAPITAL IMPROVEMENT BUDGET.

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

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

A. The City Council reviewed the proposed final Operating Budget ("Budget") and Capital Improvement Plan ("CIP") for fiscal years 2023/24 and 2024/25;

B. The Budget and CIP are based upon appropriate estimates and financial planning for the City's operations, services, and capital improvements;

C. The City Council conducted a budget workshop to receive public input on June 7th and June 14th, 2023;

D. In accordance with Government Code § 65401, the Santa Paula Public Works Department prepared and submitted a capital improvement plan ("CIP") to the City's Planning Department for transmission to the Planning Commission;

E. Government Code § 65103(c) requires the Planning Commission to annually review the City's CIP to determine whether the CIP is consistent with the Santa Paula General Plan;

F. The Planning Commission will determine on June 27th, 2023 that the projects included in the CIP are consistent with the City's General Plan;

G. All procedural requirements for adopting the City's budget were fulfilled and the City Council was fully informed regarding the City's current finances, projected revenue, and financial obligations; and

H. It is in the public interest for the City Council to adopt the Budget and CIP as proposed by the City Manager.

SECTION 2: **ADOPTION**. The Budget and the CIP attached to this Resolution, and incorporated by reference, are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in the Budget which may recognize new classifications and remove unused classifications.

SECTION 3: **APPROPRIATIONS LIMIT**.

A. Article XIIIB of the California Constitution requires the City to set its Appropriations Limit on an annual basis.

B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.

The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIB,

§ 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

C. Pursuant to Article XIIIB of the California Constitution, and those Government Code sections adopted pursuant to Article XIIIB, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the percentage change in per capita personal income from the preceding year provided by the Department of Finance and calculating population growth by using the percentage change in population in Ventura County.

D. The City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2023/24 at $29,494,593.

SECTION 4: **BUDGET APPROPRIATIONS – GENERAL FUNDS**. Based upon the Budget, the total General Fund operating budget, including Measure T, is $21,818,081 in FY 2023/24 and $23,045,174 in FY 2024/25. The City Manager, or designee, is authorized to implement the following appropriations for City Departments:

Department	2023-2024 Proposed	2024-2025 Proposed
City Manager	1,488,925	1,548,704
Human Resources	1,832,630	1,918,729
Information Technology	934,678	944,401
Comm Econ Dev	1,851,003	1,935,470
Parks & Recreation	2,718,095	2,833,627
Finance	1,248,015	1,830,328
Police	9,890,332	10,306,958
Public Works	137,270	137,530
Non Departmental	-	-
Capital Improvements	1,720,134	1,597,426
Total	**21,821,081**	**23,053,174**

SECTION 5: **BUDGET APPROPRIATIONS – ALL FUNDS**. The City Manager, or designee, is authorized to implement the total city budget appropriations of $46,802,712 for FY 2023/24 and $48,755,258 for FY 2024/25 for personnel and supplies and services pursuant to Council action.

SECTION 6: **CIP APPROPRIATIONS**. Based upon the CIP, a total of $7,514,134 for FY 23/24 and $4,951,426 for FY 24/25 is approved for capital improvement projects. The City Manager, or designee, is authorized to implement the CIP as follows:

FUND	FY 23/24	FY 24/25
General Fund	235,000	230,000
Measure T	1,485,134	1,367,426
NPDES Stormwater	50,000	50,000
Public Meetings DIF	-	20,000
Transportation Development Act	300,000	300,000
Roads & Rehab (SB 1)	550,000	550,000
Federal Funding	2,000,000	-
Sewer	884,000	884,000
Water	1,950,000	1,550,000
Harding Park	60,000	-
Total	**7,514,134**	**4,951,426**

SECTION 7: **OVERHEAD**. The City Manager, or designee, is authorized to use the approved Overhead Cost Allocation Plan.

SECTION 8: **REAPPROPRIATION**. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of Fiscal Year 2022/23 for the Budget and CIP.

SECTION 9: **FUND OPERATING RESERVES**. The City Manager, or designee, may appropriate any remaining revenues at the close of Fiscal Year 2022/23 into the applicable fund operating reserve on June 30, 2023.

SECTION 10: **BUDGET ADJUSTMENTS**. The Budget may be subsequently adjusted as follows:

A. By majority vote of the City Council;

B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;

C. By Department Directors for appropriation transfers between appropriation units within programs;

D. Object code expenditures within appropriation units in a program are not restricted so long as funding is available in the appropriation unit as a whole.

SECTION 11: **CONTRACTING AUTHORITY**.

A. The City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.

B. In accordance with the Santa Paula Municipal Code ("SPMC"), the City Manager is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.

C. Notwithstanding any dollar limitation set forth in the SPMC, the City Manager is authorized to execute contracts for purchasing equipment and supplies that are individually identified in the Budget regardless of total cost. The City Manager may, but is not required to, seek additional City Council approval for transactions

made pursuant to this Section.

D. For all other services, equipment, and supplies, the City Manager is authorized to execute contracts in accordance with the SPMC.

SECTION 12: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 13: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED JUNE 21, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, Interim City Attorney

Approved as to content:

_____
Daniel Singer, City Manager

The following five year projection was calculated using an average change in activities over the past four years, along with additional information at staff's disposal.

FIVE YEAR FISCAL FORECAST - GENERAL FUNDS

General Fund - 100	Fund	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Revenue	100	17,268,504	18,525,381	15,476,677	16,205,801	16,467,267
Expenses	100	17,203,008	18,426,745	18,606,775	19,157,478	19,724,703
Surplus/(Deficit)		**65,496**	**98,635**	**(3,130,098)**	**(2,951,677)**	**(3,257,435)**

Cable Fund - 103	Fund	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Revenue	103	46,500	46,500	48,825	51,266	53,830
Expenses	103	38,000	38,000	39,520	40,706	41,927
Surplus/(Deficit)		**8,500**	**8,500**	**9,305**	**10,561**	**11,903**

Measure T Fund - 104	Fund	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Revenue	104	4,512,022	4,512,022	4,737,623	4,927,128	5,074,942
Expenses	104	4,496,073	4,499,428	4,255,282	4,351,441	4,450,484
Surplus/(Deficit)		**15,949**	**12,594**	**482,341**	**575,687**	**624,458**

Recreation - 115	Fund	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Revenue	115	87,000	87,000	91,350	95,918	100,713
Expenses	115	81,000	81,000	84,240	86,767	89,370
Surplus/(Deficit)		**6,000**	**6,000**	**7,110**	**9,150**	**11,343**

Assumptions

One Time Revenue have been removed for forecasting purposes
with the exception of Harvest development fees
Revenues: 5% increase with the exception of Sales Tax and Commercial Franchise Fees
Sales Tax increases in line with HDL projections.
Commercial Franchise Fees (Athens) include 7% increase in years 25/26 & 26/27
Operational Expenses: 4%, 3%, 3% increase in FYs 23/24, 24/25, and 25/26 respectively
CIP: 5 year CIP projections included in figures

Measure T: The increased costs in General Fund can be paid for by Measure T if they are related to Streets, Youth, or Safety.

Summary of Sources & Revenues
2023/2024

FUND	Personnel	Supplies & Services	Pers & SS	CIP	Expenses	Revenue	Surplus/(Deficit)	Personnel
100	11,799,440	5,206,568	17,006,008	235,000	17,241,008	17,268,504	27,496	12,564,928
101	-	-	-	-	-	-	-	-
103	-	38,000	38,000	-	38,000	46,500	8,500	-
104	2,721,951	288,988	3,010,939	1,485,134	4,496,073	4,512,022	15,949	2,860,860
105	-	-	-	-	-	50,000	50,000	-
106	-	-	-	-	-	-	-	-
115	-	81,000	81,000	-	81,000	87,000	6,000	-
201	-	10,000	10,000	-	10,000	18,000	8,000	-
203	-	500	500	-	500	100	(400)	-
204	-	-	-	-	-	2,000	2,000	-
205	-	131,656	131,656	50,000	181,656	40,000	(141,656)	-
206	88,846	36,028	124,874	-	124,874	412,279	287,405	95,877
218	-	-	-	-	-	15,000	15,000	-
219	-	-	-	-	-	10,000	10,000	-
220	-	-	-	-	-	1,000	1,000	-
221	-	-	-	-	-	500	500	-
222	-	-	-	-	-	-	-	-
223	-	-	-	-	-	500	500	-
224	-	-	-	-	-	-	-	-
225	-	-	-	-	-	-	-	-
226	-	68,888	68,888	-	68,888	1,500	(67,388)	-
227	-	-	-	-	-	4,000	4,000	-
228	-	-	-	-	-	5,000	5,000	-
229	-	45,940	45,940	-	45,940	5,000	(40,940)	-
280	692,696	1,002,026	1,694,722	-	1,694,722	1,393,770	(300,952)	742,846
281	-	544,995	544,995	300,000	844,995	1,043,000	198,005	-
282	-	-	-	-	-	4,900	4,900	-
283	-	-	-	550,000	550,000	768,658	218,658	-
305	-	-	-	-	-	8,300	8,300	-
307	-	-	-	-	-	-	-	-
311	-	160,000	160,000	-	160,000	162,000	2,000	-
312	-	5,000	5,000	-	5,000	8,500	3,500	-
313	-	-	-	-	-	-	-	-
314	-	-	-	-	-	-	-	-
319	-	-	-	-	-	-	-	-
320	-	-	-	-	-	-	-	-
401	-	-	-	2,000,000	2,000,000	-	(2,000,000)	-
403	-	-	-	-	-	-	-	-
405	58,986	38,000	96,986	-	96,986	108,000	11,014	61,266
409	-	-	-	-	-	-	-	-
412	-	10,000	10,000	-	10,000	15,000	5,000	-
419	-	-	-	-	-	-	-	-
450	-	-	-	-	-	-	-	-
500	-	8,120	8,120	-	8,120	11,680	3,560	-
503	-	50,000	50,000	-	50,000	92,100	42,100	-
504	103,855	1,674,213	1,778,067	-	1,778,067	1,778,067	-	113,783
505	-	90,500	90,500	-	90,500	90,500	-	-
600	-	-	-	-	-	-	-	-
610	435,888	10,246,471	10,682,358	884,000	11,566,358	13,522,100	1,955,742	465,919
620	2,661,399	7,267,743	9,929,143	1,950,000	11,879,143	13,694,869	1,815,726	2,861,702
621	-	-	-	-	-	90,000	90,000	-
702	329,331	341,516	670,847	-	670,847	671,370	523	350,151
800	-	150,000	150,000	-	150,000	100,000	(50,000)	-
801	-	-	-	-	-	3,000	3,000	-
802	-	-	-	-	-	1,500	1,500	-
803	-	137,000	137,000	60,000	197,000	146,500	(50,500)	-
804	-	312,169	312,169	-	312,169	353,000	40,831	-
805	-	-	-	-	-	-	-	-
TOTAL	**18,892,392**	**27,945,320**	**46,837,712**	**7,514,134**	**54,351,846**	**56,545,719**	**2,193,873**	**20,117,333**

Summary of Sources & Revenues
2024/2025

Supplies & Services	Pers & SS	CIP	Expenses	Revenue	Surplus/(Deficit)	FUND	Notes
5,689,817	18,254,745	230,000	18,484,745	18,525,381	40,635	100	
-	-	-	-	-	-	101	
38,000	38,000	-	38,000	46,500	8,500	103	
271,142	3,132,002	1,367,426	4,499,428	4,512,022	12,594	104	
-	-	-	-	50,000	50,000	105	
-	-	-	-	-	-	106	
81,000	81,000	-	81,000	87,000	6,000	115	
10,000	10,000	-	10,000	18,000	8,000	201	
500	500	-	500	100	(400)	203	Fund Balance
-	-	-	-	3,000	3,000	204	
147,912	147,912	50,000	197,912	41,000	(156,912)	205	Transfer from Stormwater Fees
36,244	132,121	-	132,121	423,996	291,875	206	Transfer to Stormwater Quality
-	-	-	-	15,000	15,000	218	
-	-	-	-	10,000	10,000	219	
-	-	-	-	1,000	1,000	220	
-	-	-	-	500	500	221	
-	-	-	-	-	-	222	
-	-	20,000	20,000	500	(19,500)	223	Fund Balance (carryover less 9361)
-	-	-	-	-	-	224	
-	-	-	-	-	-	225	
68,888	68,888	-	68,888	1,500	(67,388)	226	Fund Balance
-	-	-	-	4,000	4,000	227	
-	-	-	-	5,000	5,000	228	
45,940	45,940	-	45,940	5,000	(40,940)	229	Fund Balance
939,448	1,682,293	-	1,682,293	1,416,979	(265,315)	280	Fund Balance (carryover less 9285)
558,865	558,865	300,000	858,865	1,103,000	244,136	281	
-	-	-	-	5,000	5,000	282	
-	-	550,000	550,000	776,295	226,295	283	
-	-	-	-	8,300	8,300	305	
-	-	-	-	-	-	307	
160,000	160,000	-	160,000	162,000	2,000	311	
5,000	5,000	-	5,000	8,500	3,500	312	
-	-	-	-	-	-	313	
-	-	-	-	-	-	314	
-	-	-	-	-	-	319	
-	-	-	-	-	-	320	
-	-	-	-	-	-	401	
-	-	-	-	-	-	403	
38,000	99,266	-	99,266	108,000	8,734	405	
-	-	-	-	-	-	409	
-	-	-	-	15,000	15,000	412	
-	-	-	-	-	-	419	
-	-	-	-	-	-	450	
8,120	8,120	-	8,120	11,680	3,560	500	
51,200	51,200	-	51,200	92,100	40,900	503	
1,707,046	1,820,828	-	1,820,828	1,820,828	(0)	504	
90,500	90,500	-	90,500	90,500	-	505	
-	-	-	-	-	-	600	
10,435,008	10,900,927	884,000	11,784,927	13,750,580	1,965,653	610	
7,356,239	10,217,942	1,550,000	11,767,942	14,031,164	2,263,222	620	
-	-	-	-	85,000	85,000	621	
348,901	699,052	-	699,052	699,576	524	702	
150,000	150,000	-	150,000	100,000	(50,000)	800	Fund Balance - General Plan
-	-	-	-	3,000	3,000	801	
-	-	-	-	1,500	1,500	802	
137,000	137,000	-	137,000	146,500	9,500	803	
313,156	313,156	-	313,156	353,000	39,844	804	
-	-	-	-	-	-	805	
28,687,926	**48,805,258**	**4,951,426**	**53,756,684**	**58,538,000**	**4,781,316**	**TOTAL**	

REVENUE BY FUND - GENERAL FUND					
FUND	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2023-2024 Proposed	2024-2025 Proposed
General	14,348,062	15,040,598	15,261,541	17,268,504	18,525,381
General - Reserve	689,246	-	-	-	-
Cable	73,961	60,327	46,500	46,500	46,500
Measure T	3,803,175	4,500,085	4,100,000	4,512,022	4,512,022
Measure T - Reserve	(2,272)	-	20,000	50,000	50,000
Vehicle Replacement	99,450	-	-	-	-
Recreation	42,233	85,002	154,500	87,000	87,000
	19,053,855	**19,686,012**	**19,582,541**	**21,964,026**	**23,220,903**

REVENUE BY DEPARTMENT - GENERAL FUND					
	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2023-2024 Proposed	2024-2025 Proposed
City Manager	3,016	-	3,000	3,600	3,600
Human Resources	-	-	-	-	-
Information Technology	-	-	-	-	-
Comm Econ Dev	2,442,564	2,243,563	2,138,186	3,856,366	4,851,236
Parks & Recreation	153,790	201,307	664,476	212,040	215,290
Finance	32,418	27,838	28,000	15,500	15,500
Police	901,976	877,335	986,647	819,979	855,154
Public Works	112,690	127,224	80,500	100,100	112,700
Non Departmental	15,407,402	16,208,746	15,681,732	16,956,441	17,167,423
Capital Improvements	-	-	-	-	-
	19,053,855	**19,686,012**	**19,582,541**	**21,964,026**	**23,220,903**

REVENUE BY CATEGORY - GENERAL FUND					
Category with sub cats	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2023-2024 Proposed	2024-2025 Proposed
Charges for Service	1,408,542	1,358,664	2,098,813	4,454,108	3,172,790
Planning/Bldg & Safety	*674,418*	*874,976*	*898,686*	*3,695,550*	*2,390,401*
Other	*734,124*	*483,689*	*1,200,127*	*758,558*	*782,389*
Licenses & Permits	1,868,417	1,511,539	1,339,500	254,106	2,577,625
Planning/Bldg & Safety	*1,759,177*	*1,361,259*	*1,230,000*	*136,816*	*2,447,835*
Other	*109,241*	*150,280*	*109,500*	*117,290*	*129,790*
Fines & Penalties	120,732	112,382	91,500	95,000	102,000
Other Revenue	418,504	384,836	30,500	21,500	25,500
Intergovernmental Revenues	352,240	459,841	433,496	468,871	486,565
Property Related	4,101,422	4,373,347	4,650,163	4,804,258	4,939,110
Property Taxes	*940,937*	*972,805*	*867,000*	*907,600*	*925,552*
In Lieu of VLF	*3,160,485*	*3,400,543*	*3,783,163*	*3,896,658*	*4,013,558*
Sales Tax	6,912,274	7,893,048	7,400,000	7,972,364	7,972,364
Other Taxes	404,117	576,321	368,000	420,500	428,500
Franchise Fee	812,000	891,133	845,000	1,067,750	1,110,880
Investments & Rents	23,538	22,585	112,365	162,365	162,365
Transfers	2,632,070	2,102,315	2,213,204	2,243,204	2,243,204
Total	**19,053,855**	**19,686,012**	**19,582,541**	**21,964,026**	**23,220,903**

EXPENSE BY DEPARTMENT - GENERAL FUND						
Department	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2022-2023 YTD	2023-2024 Proposed	2024-2025 Proposed
City Manager	939,445	972,653	1,254,930	1,238,262	1,523,925	1,598,704
Human Resources	1,230,271	1,366,332	1,445,570	1,387,979	1,832,630	1,918,729
Information Technology	740,335	793,989	853,775	800,062	934,678	944,401
Comm Econ Dev	1,157,098	1,425,271	1,684,725	1,174,795	1,851,003	1,935,470
Parks & Recreation	1,579,708	2,027,571	2,883,621	2,069,929	2,718,095	2,833,627
Finance	2,217,780	984,551	1,092,286	925,194	1,248,015	1,830,328
Police	8,393,595	8,429,615	9,795,899	7,775,638	9,890,332	10,306,958
Public Works	1,032,668	175,387	194,349	186,706	137,270	137,530
Non Departmental	-	-	-	-	-	-
Capital Improvements	1,214,610	1,153,029	5,616,171	4,492,800	1,720,134	1,597,426
Total	**18,505,511**	**17,328,399**	**24,821,326**	**20,051,365**	**21,856,081**	**23,103,174**

EXPENSE BY FUND - GENERAL FUND						
FUND	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2022-2023 YTD	2023-2024 Proposed	2024-2025 Proposed
General	14,391,759	13,886,832	16,973,021	16,294,402	17,241,008	18,484,745
General - Reserve	-	-	-	-	-	-
Cable	73,994	30,125	61,000	29,579	38,000	38,000
Measure T	3,968,068	3,340,969	7,662,354	3,677,588	4,496,073	4,499,428
Measure T - Reserve	-	-	-	-	-	-
Vehicle Replacement	-	-	-	-	-	-
Recreation	71,689	70,473	124,950	49,796	81,000	81,000
Total	**18,505,511**	**17,328,399**	**24,821,326**	**20,051,365**	**21,856,081**	**23,103,174**

EXPENSE BY CATEGORY - GENERAL FUNDS (ALL)						
CATEGORY	2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	2022-2023 YTD	2023-2024 Proposed	2024-2025 Proposed
Operational Expenses	5,953,127	4,440,702	5,690,837	4,260,919	5,554,556	6,004,959
Salaries & Benefits	11,337,773	11,734,667	13,514,319	11,297,645	14,546,391	15,450,788
CIPs	1,214,610	1,153,029	5,616,171	4,492,800	1,720,134	1,597,426
Total	**18,505,511**	**17,328,399**	**24,821,326**	**20,051,365**	**21,821,081**	**23,053,174**

Summary of Funded Positions - Full Time Equivalents

Position	FY22-23 Adopted	FY23-24 Proposed	FY24-25 Proposed
CITY MANAGER			
City Manager	1	1	1
Admin Secretary/City Clerk	1	1	1
Management Analyst	1	1	1
Executive Assistant	0.8	1	1
Human Recources Administrator	1	1	1
Human Resource Analyst	1	1	1
HR Technician	0.5	1	1
Chief Technology Officer	1	1	1
IT Analyst	1	1	1
Department Total	**8.10**	**9.00**	**9.00**
Parks and Recreation			
Parks and Recreation Director	1	1	1
Recreation Supervisor	1	1	1
Administrative Assistant	1	1	1
Parks and Facilities Supervisor	1	1	1
Facility Maintenace Worker I	2	2	2
Facility Maintenace Worker II	2	3	3
Lead Park and Abatement Specialist	1	1	1
Recreation Program Coordinator	3	3	3
Recreation Coordinator**	-	-	-
Senior Coordinator*	-	-	-
Nutrition Coordinator*	0.70	0.70	0.70
Facility Attendant*	2	2.16	2.16
Park Abatement Specialist*	1.15	2.31	2.31
Recreation Leader**	5.58	4.72	4.72
City Corp Trainee***	-	3.38	3.38
Administrative Analyst I	-	0.85	1
Custodian	-	2	2
Department Total	**21.43**	**29.12**	**29.27**
FINANCE			
Finance Director	1	1	1
Assistant Finance Director	1	1	1
Payroll Specialist	1	1	1
Accountant	2	2	2
Accounting Specialist	3	3	3
Customer Service Representative	2	2	2
Department Total	**10**	**10**	**10**
COMMUNITY AND ECONOMIC DEVELOPMENT			
Community & Economic Dev Director	1	1	1
Planning & Economic Dev Manager	1	1	1
Chief Building Official	1	1	1
Code Enforcement Inspector	*	1	1
Assistant Planner	1	-	-
Assistant Planner/GIS Analyst	1	1	1
Associate Planner	1	1	1
Community Development Technician	1	1	1
Permit Technician	1	1	1
Building Inspector I	1	1	1
Community Development Specialist	1	1	1
Administrative Analyst I	1	1	1
Management Analyst	-	1	1
Department Total	**11**	**12**	**12**

*Code Enforcement was limited term in 22/23

Position	FY22-23 Adopted	FY23-24 Proposed	FY24-25 Proposed
POLICE			
Police Chief	1	1	1
Police Commander	2	2	2
Police Sergeant	6	6	6
Senior Police Officer	7	7	7
Police Officer	16	16	16
Public Safety Dispatch Supervisor	1	1	1
Public Safety Dispatch Clerk	5	5	5
Sr. Records Supervisor	1	1	1
Community Services Officer	2	2	2
Community Services Officer*	0.61	0.61	0.61
Evidence & Property Technician	1	1	1
Records Technician	2	2	2
Animal Services Coordinator	1	1	1
Emergency Services Coordinator	1	1	1
Police Cadet*	0.96	0.96	0.96
Secretary II*	-	-	-
Police Reserves	0.18	-	-
Executive Assistant	0.80	0.80	0.80
Department Total	**48.55**	**48.37**	**48.37**

Note: Police Officer 17th position in FY 21/22 solely for hiring overlap

Position	FY22-23 Adopted	FY23-24 Proposed	FY24-25 Proposed
PUBLIC WORKS			
Public Works Director	1	1	1
Assistant Public Works Director	1	1	1
Management Analyst	1	1	1
Administrative Analyst I	2	2	2
Administrative Analyst II	1	1	1
Associate Engineer	1	1	1
Permit Technician	1	1	1
Water Operations Superintendent	1	1	1
Street Maintenance Leadworker	1	1	1
Maintenance Worker I	1	1	1
Maintenance Worker II	3	3	3
Fleet Supervisor	1	1	1
Mechanic II	2	2	2
Mechanic Helper***	0.48	-	-
Water System Operator I	-	-	-
Water System Operator II	7	7	7
Water System Operator III	3	3	3
Water System Operator IV	2	2	2
Department Total	**29.48**	**29**	**29**
Non-Departmental			
Intern***	0.48	0.48	0.48
FULL TIME EQUIVALENT POSITIONS	**129.04**	**137.97**	**138.12**

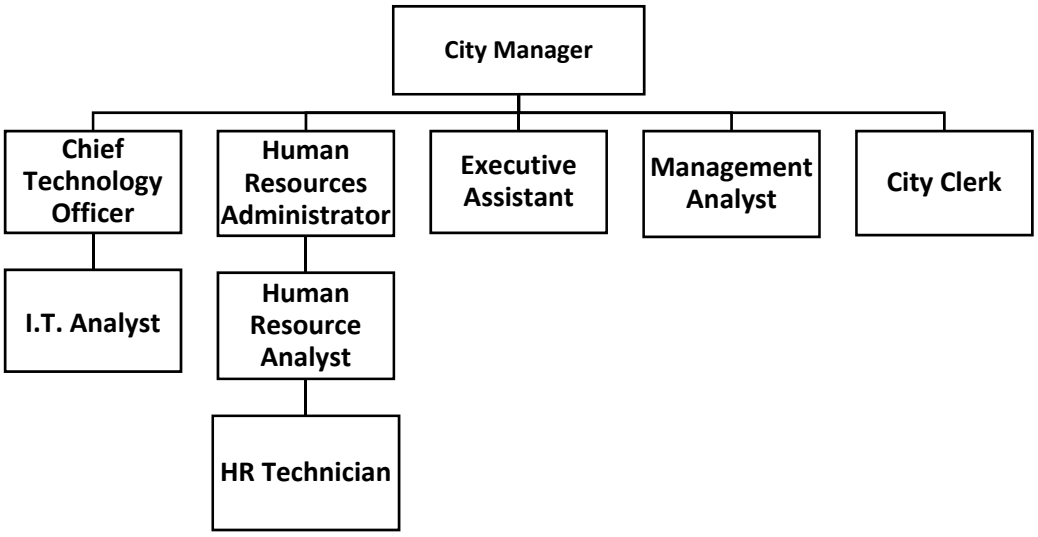
** Part Time*

*** Seasonal (Rec Leaders include seasonal and year round)*

**** Limited Term, (intern equivalent of $15,000 full cost)*

Position	FY22-23 Adopted	FY23-24 Proposed	FY24-25 Proposed
ELECTED/APPOINTED OFFICIALS			
Mayor & Councilmembers	5	5	5
Planning Commissioners	5	5	5

Department Description: The City Manager Department is responsible for the overall management and administration of the City. This is accomplished through the implementation of City Council policies and direction, by providing leadership and direction to department heads in the ongoing operations of their departments, and by application of the city's ordinances and policies. Responsibilities of the Department include: Personnel/Employee Relations, Risk Management, Information Technology Systems, public information and outreach, policy development and legislative advocacy, grant management, and retention of all city records and Municipal Elections. In addition, the City Manager Department coordinates with and provides support to the City Council, City Attorney, and City Clerk's offices.



Budget Commentary: The City Manager Department provides direct and indirect services and staff support to all operating departments within the City. As such, the majority of costs are supported by the General Fund, with some indirect charges to the two utility funds and other major funds. Revenues include only minor fees for various services to the public and charges to mobile home parks for a portion of the costs associated with the administration of the City's Mobile Home Rent Control Ordinance. Portions of the expenses are recovered through a citywide overhead charge to non-General Funds. The City also received government access fees through its cable television franchise which are spent on equipment and programming designed to provide the pubic with access to local news and information content.

Major expenses of the department include staffing, contracts for legal services, IT equipment, service contracts, and the expensing of insurance premiums and various citywide initiatives.

City Council

Goals and Objectives: The City Council, as the policy making body of city government, is charged by law with meeting all the obligations and responsibilities of the City through the use of its general legislative powers. Councilmembers are currently elected from the City at large however, beginning in 2024, the City will transition to by-district elections whereby voters will vote for one councilmember who lives in their district. Councilmembers bear the ultimate responsibility for the competent, responsive, fiscally-sound functioning of the diverse offices and departments which form city government. The Council selects annually, from their group, a Mayor and Vice Mayor. The Council also serves as the Board of Directors for the Public Financing Authority and the Santa Paula Utility Authority.

Members of the Council serve on various regional boards and commissions, internal topical sub-committees, and as invited community representatives to various entities and non-governmental organizations.

The City Council provides general policy direction for the overall operation of the City by establishing necessary laws, policies and strategies to guide the organization, including a Legislative Platform and a comprehensive Strategic Plan.

Budget Commentary: For FY 23-24 and FY 24-25, the City Council has allocated $12,500 and $14,500, respectively, for Training/Workshops/Meetings to attend events such as conferences with the League of California Cities or to lobby in Washington D.C. with our legislators. Attending these events allows City Council officials to enhance their knowledge and skills to influence policy-making decisions that affect the City. The budget also includes an allocation of $50,000 in FY 23-24 and $25,000 in FY 24-25 to allow for the investigation of new revenue opportunities with a public survey and potential ballot measure. The second fiscal year also contains $14,000 for an outside facilitator to work with the City Council to establish an updated Strategic Plan. Finally, the budget accommodates support to outside agencies in the amount of $150,000 per year for SPIRIT of Santa Paula to support the year-round homeless shelter, and $30,000 per year to the Chamber of Commerce for economic engagement activities and support for the arts.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 0501 - ADMIN-CITY COUNCIL							
	Fund: 100 - GENERAL						
100-5-0501-001	SALARIES-PART TIME	17,376	18,138	-	-	36,000	36,000
100-5-0501-002	SALARIES-PART TIME			28,500	25,892		
100-5-0501-041	CAFETERIA ALLOWANCE	56,974	60,489	60,000	55,500	60,000	60,000
100-5-0501-042	RETIREMENT	182	145	1,140	205	1,440	1,440
100-5-0501-043	WORKERS COMP	512	169	1,352	242	451	464
100-5-0501-044	MEDICARE	978	1,137	413	1,177	1,392	1,392
100-5-0501-046	LONG TERM DISABILITY	-	-	628	-	-	-
100-5-0501-075	COUNCIL EXPENSE-CROSSWHITE	111	1,706	-	-	-	-
100-5-0501-078	COUNCIL EXPENSE-SOBEL	728	1,479	-	75	-	-
100-5-0501-080	COUNCIL EXPENSES-GARMAN	399	-	-	-	-	-
100-5-0501-081	COUNCIL EXPENSES-ARAIZA	50	-	-	-	-	-
100-5-0501-082	COUNCIL EXPENSES-JUAREZ	240	1,322	-	49	-	-
100-5-0501-101	POSTAGE	44	-	-	-	-	-
100-5-0501-120	SUPPLIES-OFFICE	-	-	500	53	300	300
100-5-0501-150	RECOGNITIONS/AWARDS	-	616	-	554	500	500
100-5-0501-209	PROF/CONTR SVCS-OTHER	3,500	-	12,000	11,283	50,000	39,000
100-5-0501-231	MISC ADVERTISING/PROMO	-	-	-	63	215,000	230,000
100-5-0501-352	TRAINING/WORKSHOPS/MEETINGS	319	1,537	9,300	5,498	12,500	14,500
Fund: 100 - GENERAL Total:		**81,414**	**86,737**	**113,833**	**100,592**	**377,583**	**383,596**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-0501-323	SUPPORT TO OTHER AGENCIES	-	-	30,000	14,046	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**-**	**30,000**	**14,046**	**-**	**-**
Department: 0501 - ADMIN-CITY COUNCIL Total:		**81,414**	**86,737**	**143,833**	**114,638**	**377,583**	**383,596**

City Manager's Office

***Department Mission**:* To foster collaboration and innovation to create a 21st century city that works effectively to serve the Santa Paula community.

***Department Description*:** The City Manager's Office is responsible for the implementation of City Council policy by directing and coordinating the operations of the city through leadership and direction to city departments in the administration of their operations, and is responsible for providing direct support to the City Council in developing legislative and executive policy. The City Manager's office includes separate budgets for the City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, Non-Department Administration, Cable Television, and Mobile Home Rent Review.

Accomplishments from FY 2022/23:

- Navigated the organization through allocating $7.1 million dollars in one-time American Rescue Plan Act (ARPA) funds for a variety of programs, projects and initiatives.
- Hired an Interim Chief of Police upon the retirement of the former Police Chief.
- Worked with an ad hoc committee to create the organizations first Diversity, Equity & Inclusion (DEI) Report with recommendations on future actions.
- Made progress on several of Council's 2021-2023 Strategic Plan objectives and led efforts on the development of a new, comprehensive 2-year Strategic Plan for 2023-2025.
- Navigated the Districting process moving the City from at-large general elections to by-district elections in 2024.
- Assisted in renewing the downtown Property Business Improvement District (PBID) through 2027.
- Work with the City Council and Public Works Department to successfully execute a new long-term solid waste franchise agreement for Santa Paula.
- Secured $2 million dollars in federal congressional funding for the Harvard Blvd. Water/Sewer and Pavement Rehabilitation Project.
- Received federal legislative support from three legislators for $1.5 million dollars in federal funding for the Mesa Tanks Replacement Project.
- Conducted an in-depth review of city revenue opportunities and brought those to Council for discussion and direction.

Top Priorities FY 2023 through 2025:

- Oversight and execution of the myriad of objectives contained in the Council's new Strategic Plan.
- Work alongside the PBID Board and the Chamber of Commerce to realize enhancements to the City's downtown core.
- Assist the community in transitioning to a new energy provider, Clean Power Alliance (CPA).
- Identify funding sources in order to continue to deliver the City's comprehensive Pavement Management Plan and other critical infrastructure projects.
- Help to deliver programs, purchases and services associated with the American Rescue Plan.
- Establish a more robust intern and apprentice program to introduce individuals to local government employment opportunities.
- Bring about the delivery of numerous energy efficiency measures and solar energy projects.
- Coordination with the City Attorney on a comprehensive review of the City's Municipal Code.
- Utilize $1.48 million dollars in Transportation Development Act (TDA) grant funds to engineer and construct up to 2.48 miles of new bike trails which would allow multi-modal access from the west end of town to the east end town.

Budget Commentary: For FY 23-24 and FY 24-25, the City Manager's Department has allocated $45,386 and $56,647 for dues and subscriptions. These include membership dues for numerous entities and associations, including: The League of California Cities, Interface, Economic Development Collaborative, Ventura Local Agency Formation Commission, Ventura County Association of Government, and other such organizations. For FY 23-24 and FY 24-25, an allocation of $20,000 each year is for the Fellows program through Lead for America. In addition, FY 23-24 and FY 24-25, $20,000 and $10,500, respectively, for Training/Workshops/Meetings for the enhancement, knowledge, and skills to influence policy-making decisions that affect the City. The City outsources assistance with grant writing, public relations and legislative appropriations and has budgeted $167,000 in each fiscal year to accomplish these priorities. Staff continues to examine alternatives to this outsourcing model.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 0511 - ADMIN-CITY MANAGER							
	Fund: 100 - GENERAL						
100-5-0511-001	SALARIES-FULL TIME	289,475	324,719	334,733	305,007	365,666	384,042
100-5-0511-002	SALARIES-PART TIME	-	-	15,000	-	-	-
100-5-0511-003	SALARIES-OVERTIME	-	-	-	-	-	-
100-5-0511-004	LEAVE CASH OUT	-	3,825	4,951	7,842	7,991	8,384
100-5-0511-021	CAR ALLOWANCE	6,069	6,046	6,000	5,538	6,000	6,000
100-5-0511-040	BENEFITS	827	758	-	758	-	-
100-5-0511-041	CAFETERIA ALLOWANCE	29,325	35,681	38,400	33,325	38,400	39,511
100-5-0511-042	RETIREMENT	74,405	28,505	27,336	26,630	33,486	35,204
100-5-0511-043	WORKERS COMP	2,873	3,040	3,638	2,826	4,554	4,928
100-5-0511-044	MEDICARE	4,439	5,133	5,012	4,783	6,062	6,350
100-5-0511-046	LONG TERM DISABILITY	3,379	3,802	1,698	2,819	1,856	1,949
100-5-0511-047	RETIREMENT - PERS UNFUNDED AC	-	1,423	1,693	1,741	1,272	1,280
100-5-0511-049	CELL PHONE ALLOWANCE	1,625	1,814	-	1,662	-	-
100-5-0511-050	GROUP LIFE INSURANCE	-	41	-	694	-	-
100-5-0511-101	POSTAGE	-	-	95	95	100	100
100-5-0511-103	DUES & SUBSCRIPTIONS	40,026	36,093	46,000	35,857	45,386	56,647
100-5-0511-120	SUPPLIES-OFFICE	2,177	1,089	2,105	1,268	1,400	1,450
100-5-0511-129	SUPPLIES-OTHER	415	874	500	-	-	-
100-5-0511-150	RECOGNITIONS/AWARDS	-	3,821	6,500	3,603	12,450	12,950
100-5-0511-205	PROF/CONTR SVCS-PERSONNEL	-	-	-	62	-	-
100-5-0511-207	PROF/CONTR-COMPUTER/SOFTWA	-	4,410	4,500	-	6,500	6,500
100-5-0511-209	PROF/CONTR SVCS-OTHER	67,421	39,978	83,200	60,952	147,000	157,000
100-5-0511-227	PROF/CONTR-TEMP PERSONNEL	-	20,000	20,000	40,881	20,000	20,000
100-5-0511-240	DUPLICATION CHARGES-INTERNAL	-	-	-	-	6,000	8,000
100-5-0511-352	TRAINING/WORKSHOPS/MEETINGS	5,398	12,014	9,000	15,014	20,000	10,500
Fund: 100 - GENERAL Total:		**527,856**	**533,067**	**610,362**	**551,358**	**724,122**	**760,795**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-0511-001	SALARIES-FULL TIME	-	5,293	-	-	-	-
412-5-0511-042	RETIREMENT	-	1,000	-	-	-	-
412-5-0511-209	PROF/CONTR SVCS-OTHER	-	47,212	86,788	56,018	-	-
412-5-0511-227	PROF/CONTR-TEMP PERSONNEL	-	-	15,000	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**53,505**	**101,788**	**56,018**	**-**	**-**
Department: 0511 - ADMIN-CITY MANAGER Total:		**527,856**	**586,572**	**712,150**	**607,377**	**724,122**	**760,795**

City Attorney

***Department Mission**:* To provide the highest quality legal services and advice to the Mayor, City Council, City Manager, all other appointed representatives, as well as to the departments that comprise the City of Santa Paula government.

Department Description: To provide necessary legal services and guidance to assure that all City functions are performed in accordance with applicable state and federal laws. The City Attorney serves as legal advisor to the City Council, City Manager, Planning Commission and Department Heads, assists with mandated training, and advises the City on the interpretation of new laws and policies. The City Attorney reviews legal documents and contracts as required and provides support for complex public records act requests.

Budget Commentary: FY 23-24 and FY 24-25 have an allocation of $180,000 and $185,000 respectively, for Professional/Contract Services-Legal and $10,000 a year for mobile home rent review. The City of Santa Paula contracts with the law firm of Best, Best, and Krieger for City Attorney services. Monica Castillo is the appointed Interim City Attorney and chief legal officer of the City. City Attorney duties include the provision of legal advice to the City Council and City staff; supervision of all matters of legal significance; preparation of legal opinions; review and drafting of ordinances, resolutions, contracts, and program guidelines; and defense of challenges to City actions, laws, policies, and procedures.

Costs reflected under this line item have now been consolidated from other departments, so as to reflect the total cost to the City for legal services.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 0504 - ADMIN-CITY ATTORNEY							
	Fund: 100 - GENERAL						
100-5-0504-203	PROF/CONTR SVCS-LEGAL	158,737	123,398	200,000	216,094	212,000	212,000
100-5-0504-205	PROF/CONTR SVCS-PERSONNEL	-	74,763	40,940	62,419	25,000	25,000
100-5-0504-209	PROF/CONTR SVCS-OTHER	-	18,114	14,000	17,966	-	-
100-5-0504-217	PROF/CONTR SVCS-GEN INVEST	1,000	29,033	145,000	163,682	30,000	30,000
Fund: 100 - GENERAL Total:		**159,737**	**245,308**	**399,940**	**460,162**	**267,000**	**267,000**
Department: 0504 - ADMIN-CITY ATTORNEY Total:		**159,737**	**245,308**	**399,940**	**460,162**	**267,000**	**267,000**
Department: 0509 - MOBILE HOME REVIEW							
	Fund: 201 - MOBILE HOME RENT REVIEW						
201-5-0509-203	PROF/CONTR SVCS-LEGAL	25,060	3,648	10,000	-	10,000	10,000
Fund: 201 - MOBILE HOME RENT REVIEW Total:		**25,060**	**3,648**	**10,000**	**-**	**10,000**	**10,000**
Department: 0509 - MOBILE HOME REVIEW Total:		**25,060**	**3,648**	**10,000**	**-**	**10,000**	**10,000**

City Clerk

Goals and Objectives: The City Clerk's office administers, manages, and supervises the activities of the City Clerk's Office including preparation of City Council agendas, ensuring adherence to the Brown Act. The City Clerk administers general municipal and special elections and maintains election campaign records, accepts all legal documents including claims and subpoenas, and records requiring legal documents and maps, maintains custody of City Council records, oversees compliance with the Political Reform Act and Public Records Act, prepares and maintains minutes of City Council proceedings, including maintaining original Ordinances and Resolutions, codify code ordinances, publishes legal notices, processes the filing of Statements of Economic Interest for City officials and designated employees, oversees the recruitment process for members of City boards, committees and commissions, processing resignations and new appointments and updating the City's Maddy Act list, participates in official bid openings, holds and maintains the city seal, administers the Oath of Office, and provides general public customer service support as part of the City Manager's Office team.

Accomplishments in FY 2021/22 - 22/23:

- Administered the 2022 General Election filling three City Council positions.
- Coordinated the filling of all City committee, commission and boards
- Updated the City Conflict of Interest Code
- Provided training on the new Granicus agenda-management software
- Attended the two-year program academy through the International Institute Municipal Clerks (IIMC), obtaining certification as Certified Municipal Clerk (CMC) and California Professional Municipal Clerk (CPMC) through the University of California Riverside Extension

Goals for FY 2023 through 2025:

- Preparing for and administering the 2024 Presidential General Municipal Election, including the new election based districting
- Continue coordinating the filling of all City commission, committee and board vacancies
- Continue the coordination and training of staff for agenda-management and Public Records Act Request Public Portal software
- Coordinate Contract Services for Records Retention, Implementation, Destruction Procedures, and Training
- Coordinate the setup and training of DocuSign

Budget Commentary: FY 23-24 and 24-25 an allocation for $33,465 and $35,435 respectively, for Professional/Contract/Software. Such services as Granicus agenda management, JustFOIA public portal for public records request, and upcoming implementation of DocuSign. Budget includes costs for offsite self-storage, and record retention and implementation and destruction procedures, and training. In addition, Election fees of $25,000 increase in the second fiscal year to cover costs associated with the 2024 Presidential General Municipal Election, covering extra costs associated with District Based Elections, and possible upcoming Ballot Measure.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 0502 - ADMIN-CITY CLERK							
	Fund: 100 - GENERAL						
100-5-0502-001	SALARIES-FULL TIME	63,931	66,391	69,139	66,451	79,702	82,864
100-5-0502-002	SALARIES-PART TIME	1,592	-	-	-	-	-
100-5-0502-003	SALARIES-OVERTIME	1,478	-	1,756	-	-	-
100-5-0502-004	LEAVE CASH OUT	3,227	-	-	-	1,217	1,266
100-5-0502-041	CAFETERIA ALLOWANCE	11,827	12,091	12,000	11,000	12,000	12,000
100-5-0502-042	RETIREMENT	39,602	5,034	5,255	4,964	6,596	6,874
100-5-0502-043	WORKERS COMP	739	658	775	643	990	1,061
100-5-0502-044	MEDICARE	1,045	1,021	1,028	1,005	1,347	1,394
100-5-0502-045	UNEMPLOYMENT	4,468	-	-	-	-	-
100-5-0502-046	LONG TERM DISABILITY	308	313	362	311	403	420
100-5-0502-047	RETIREMENT - PERS UNFUNDED AC	-	86	122	126	-	-
100-5-0502-049	CELL PHONE ALLOWANCE	422	605	-	554	-	-
100-5-0502-050	GROUP LIFE INSURANCE	-	9	-	203	-	-
100-5-0502-101	POSTAGE	-	29	-	-	-	-
100-5-0502-103	DUES & SUBSCRIPTIONS	-	640	480	500	500	500
100-5-0502-120	SUPPLIES-OFFICE	208	116	200	-	-	-
100-5-0502-207	PROF/CONTR-COMPUTER/SOFTWA	-	5,750	-	6,325	33,465	35,435
100-5-0502-209	PROF/CONTR SVCS-OTHER	27,312	8,122	11,480	8,709	10,800	10,800
100-5-0502-230	LEGAL ADVERTISING	3,683	2,639	4,000	9,777	5,200	5,200
100-5-0502-330	ELECTIONS	8,634	-	20,000	11,392	-	25,000
100-5-0502-352	TRAINING/WORKSHOPS/MEETINGS	1,963	4,037	4,200	4,192	3,000	4,500
Fund: 100 - GENERAL Total:		**170,438**	**107,540**	**130,796**	**126,150**	**155,221**	**187,313**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-0502-001	SALARIES-FULL TIME	-	403	-	-	-	-
412-5-0502-042	RETIREMENT	-	500	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**903**	**-**	**-**	**-**	**-**
Department: 0502 - ADMIN-CITY CLERK Total:		**170,438**	**108,443**	**130,796**	**126,150**	**155,221**	**187,313**

Information Technology

The Information Technology Division is responsible for management of the City's ongoing operations and maintenance of all the City's technology and communication systems, including computers, hardware, software, and telephone, radio, cable television and broadcasting systems. This division consists of two full-time positions.

Accomplishments in FY 2022/23:

- A telecommunications audit/restructuring, saving $44,000 per year for the city
- Upgrades to police/public works radio equipment, stocked critical 911 spare parts
- Upgraded cabling, power and cooling systems for City Hall computer room
- Repaired multiple problems with 1610 AM radio station, added new content
- Repaired some problems with Water dept monitoring systems
- Added digital radio encryption to 911 consoles to support upgraded vehicle radios
- Designed, budgeted, and deployed a replacement phone system for City sites
- Upgraded internet capacity to support cloud-based services

Goals for 2023 through 2025:

- Replace approximately 30 workstations
- Upgrade Channel 10 studio equipment and add remote video feed from school district
- Enhance fixed/mobile EOC communication capability (phone/radio/network)
- Evaluate potential cost savings of moving services from onsite servers to cloud
- Upgrade onsite data storage capacity
- Improve Water Department communication system and assist with new SCADA equipment
- Evaluate transition to new countywide radio system
- Create a properly engineered design for backup power generators at primary City sites
- Assist Public Works with the City solar power initiative
- Investigate the feasibility of fiber optic cabling within the City for various purposes

Budget Commentary: FY 23-24 and FY 24-25 an allocation of $136,312 and 135,112 respectively, for Utility-Telephone services from agencies such as Frontier Communications, Spectrum Cable, Verizon Wireless, AT&T Mobility, and other telecommunication providers. FY 23-24 and FY 24-25 an allocation of $265,700 per FY for Professional/Contract services and Computer/Software from Microsoft, Tyler Technologies, Inc., Granicus, Inc., Quality Automation Systems, Tracnet Corporation, and other companies. FY 23-24 and FY 24-25 an allocation of $103,900 per FY for Minor Equipment – Computers which represents the purchase and replacement of various computer equipment, monitors, desktops, power backup, radio communication, and other related minor equipment.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 0514 - ADMIN-MIS							
	Fund: 100 - GENERAL						
100-5-0514-001	SALARIES-FULL TIME	184,228	204,133	216,753	189,936	252,718	262,161
100-5-0514-003	SALARIES-OVERTIME	9,217	13,871	2,719	12,626	2,852	2,953
100-5-0514-004	LEAVE CASH OUT	-	-	-	-	3,631	3,776
100-5-0514-021	CAR ALLOWANCE	4,249	4,232	4,200	3,877	4,200	4,200
100-5-0514-041	CAFETERIA ALLOWANCE	22,996	24,189	24,000	22,000	24,000	24,000
100-5-0514-042	RETIREMENT	14,422	15,484	16,059	14,188	20,149	20,982
100-5-0514-043	WORKERS COMP	2,277	2,198	2,258	2,112	2,990	3,202
100-5-0514-044	MEDICARE	3,235	3,659	3,243	3,345	4,167	4,308
100-5-0514-046	LONG TERM DISABILITY	907	1,024	1,103	945	1,285	1,333
100-5-0514-047	RETIREMENT - PERS UNFUNDED AC	-	279	373	384	-	-
100-5-0514-049	CELL PHONE ALLOWANCE	2,428	2,419	-	2,215	-	-
100-5-0514-050	GROUP LIFE INSURANCE	-	27	-	552	-	-
100-5-0514-101	POSTAGE	14,268	18,245	18,600	18,673	22,374	22,374
100-5-0514-120	SUPPLIES-OFFICE	-	-	-	-	-	-
100-5-0514-175	MINOR EQUIPMENT-COMPUTER	60,189	84,309	113,941	114,114	103,900	103,900
100-5-0514-207	PROF/CONTR-COMPUTER/SOFTWA	208,610	240,629	239,755	237,917	265,700	265,700
100-5-0514-209	PROF/CONTR SVCS-OTHER	161	-	-	-	-	-
100-5-0514-240	DUPLICATION CHARGES-INTERNAL	34,940	37,471	45,470	38,977	52,400	52,400
100-5-0514-282	UTILITY-TELEPHONE	106,254	119,686	104,300	108,622	136,312	135,112
100-5-0514-610	EQUIPMENT-NEW	31,005	-	-	-	-	-
Fund: 100 - GENERAL Total:		**699,385**	**771,857**	**792,775**	**770,483**	**896,678**	**906,401**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-0514-001	SALARIES-FULL TIME	-	3,486	-	-	-	-
412-5-0514-042	RETIREMENT	-	500	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**3,986**	**-**	**-**	**-**	**-**
Department: 0514 - ADMIN-MIS Total:		**699,385**	**775,843**	**792,775**	**770,483**	**896,678**	**906,401**
Department: 0515 - ADMIN-CABLE TELEVISION							
	Fund: 103 - CABLE TELEVISION						
103-5-0515-123	SUPPLIES-SHOP & FIELD	39,463	8,356	20,000	15,961	10,000	10,000
103-5-0515-209	PROF/CONTR SVCS-OTHER	1,488	13,776	41,000	13,618	28,000	28,000
Fund: 103 - CABLE TELEVISION Total:		**40,950**	**22,132**	**61,000**	**29,579**	**38,000**	**38,000**
Department: 0515 - ADMIN-CABLE TELEVISION Total:		**40,950**	**22,132**	**61,000**	**29,579**	**38,000**	**38,000**

Note: 1505 Program was previous cable program under the Parks Department. The programs have been merged to display historical data

Human Resources/Risk Management

Human Resources (Personnel/Employee Relations) is responsible for the recruitment, compensation, and training of City personnel; maintenance of all City personnel records; employee benefits administration; and general oversight of citywide staffing. This Program is responsible for employee relations, including administration of the City's Personnel Rules and Regulations, and the conducting of contract negotiations with the City's employee associations. Risk Management provides for the centralized accounting of the City's risk management program consisting of: public liability, property damage and vehicle insurance coverage; Workers' Compensation administration; and the Citywide Safety Program.

Accomplishments from FY 2022/2023:

- Navigated through changing Covid-19 State, Centers for Disease Control and Prevention (CDC), and Families First Coronavirus Response Act (FFCRA) requirements and guidelines to provide City staff with needed support and accommodations to ensure a safe and healthy working environment.
- Spearheaded efforts to "Reopen the City" after Covid-19 closures through special taskforce.
- Successfully recruited 13 full-time positions including the Chief of Police.
- Introduce methodology to Council for conducting future compensation and classification studies with input from the six employee union and bargaining groups.
- Initiated labor negotiations for successor labor agreements with six unions and employee groups.
- Recognized and celebrated Employee of the Year/Quarter through the Quality Improvement Committee (QIC).
- Successfully organized and hosted "virtual" employee appreciation events within Covid-19 guidelines through the Quality Improvement Committee (QIC).

Goals for 2023-2025:

- Review, revise and update the City's Personnel Rules & Regulations, Administrative Policies and the New Employee Orientation Manual.
- Enhance and introduce new programs and practices aimed at enhancing employee engagement, enrichment and training in accordance with the newly Council adopted Employee Engagement Resolution No. 7332.
- Enhance the Worker's Compensation program through the implementation of a new Return-to-Work Program.
- Introduce "New Employee" onboarding program.
- Continue to provide regulatory and professional enrichment training to City employees.
- Continue to assist departments in hiring a highly qualified workforce keeping in mind the diversity of applicants and customer service focus of our organization.
- Continue to monitor compensation structure to ensure competiveness with public comparators, based on the Council-supported survey philosophy.
- Continue to revamp employee recognition programs and organize employee appreciation events through the Quality Improvement Committee (QIC).

Budget Commentary: Fiscal year 23-25 includes funding for a new Human Resources Technician. Adding an additional position to the Human Resources Division will allow for the opportunity to enhance human resources services and programs, and introduce new efforts to help promote a healthy, happy and motivated workforce.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 0512 - ADMIN-PERS & EMPL REL							
	Fund: 100 - GENERAL						
100-5-0512-001	SALARIES-FULL TIME	132,713	100,626	103,642	95,568	147,998	155,246
100-5-0512-002	SALARIES-PART TIME	-	-	7,122	-	-	-
100-5-0512-003	SALARIES-OVERTIME	-	-	680	-	713	738
100-5-0512-004	LEAVE CASH OUT	-	1,379	1,170	-	3,605	3,750
100-5-0512-021	CAR ALLOWANCE	2,124	2,116	2,100	1,938	2,100	2,100
100-5-0512-041	CAFETERIA ALLOWANCE	17,054	12,537	13,200	11,000	20,400	21,300
100-5-0512-042	RETIREMENT	58,259	11,603	12,592	10,905	20,292	21,461
100-5-0512-043	WORKERS COMP	1,244	989	1,260	933	1,821	1,969
100-5-0512-044	MEDICARE	1,975	1,664	1,749	1,586	2,535	2,655
100-5-0512-046	LONG TERM DISABILITY	621	475	523	443	742	779
100-5-0512-047	RETIREMENT - PERS UNFUNDED AC	-	42,680	45,282	46,554	55,701	63,566
100-5-0512-049	CELL PHONE ALLOWANCE	1,214	898	-	831	-	-
100-5-0512-050	GROUP LIFE INSURANCE	-	14	-	264	-	-
100-5-0512-103	DUES & SUBSCRIPTIONS	339	339	1,000	349	1,000	1,000
100-5-0512-120	SUPPLIES-OFFICE	1,961	1,746	3,500	2,256	3,500	3,500
100-5-0512-129	SUPPLIES-OTHER	247	3,328	5,500	-	5,625	5,625
100-5-0512-150	RECOGNITIONS/AWARDS	6,947	13,204	10,000	13,128	19,000	19,000
100-5-0512-203	PROF/CONTR SVCS-LEGAL	70,214	-	-	4,870	75,000	75,000
100-5-0512-204	PROF/CONTR SVCS-P.E.R.S.	45,497	44,561	41,441	38,893	46,000	46,000
100-5-0512-205	PROF/CONTR SVCS-PERSONNEL	-	-	50,000	23,359	30,000	30,000
100-5-0512-209	PROF/CONTR SVCS-OTHER	54,258	96,701	58,000	56,849	80,000	80,000
100-5-0512-227	PROF/CONTR-TEMP PERSONNEL	-	-	-	-	15,000	15,000
100-5-0512-231	MISC ADVERTISING/PROMO	66	775	12,000	-	-	-
100-5-0512-352	TRAINING/WORKSHOPS/MEETINGS	384	2,855	3,000	1,470	4,000	4,000
100-5-0512-360	EDUCATIONAL REIMBURSEMENT	-	-	2,500	165	-	2,500
100-5-0512-610	EQUIPMENT-NEW	-	-	5,290	-	-	-
Fund: 100 - GENERAL Total:		**395,116**	**338,491**	**381,552**	**311,361**	**535,031**	**555,191**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-0512-001	SALARIES-FULL TIME	-	3,741	-	-	-	-
412-5-0512-042	RETIREMENT	-	500	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**4,241**	**-**	**-**	**-**	**-**
Department: 0512 - ADMIN-PERS & EMPL REL Total:		**395,116**	**342,732**	**381,552**	**311,361**	**535,031**	**555,191**

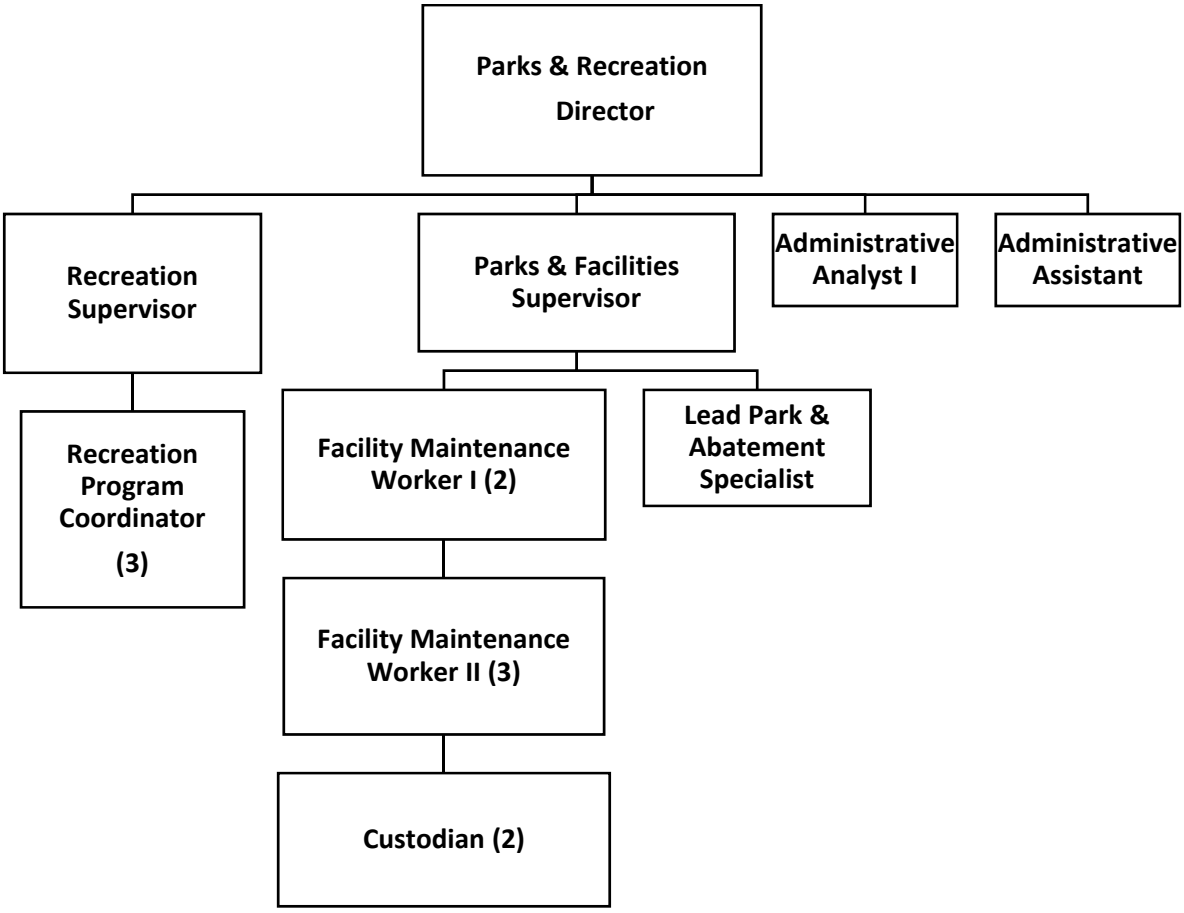
		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 0513 - ADMIN-RISK MANAGEMENT							
	Fund: 100 - GENERAL						
100-5-0513-001	SALARIES-FULL TIME	58,779	102,966	103,642	95,568	147,998	155,246
100-5-0513-002	SALARIES-PART TIME	-	-	13,062	-	-	-
100-5-0513-003	SALARIES-OVERTIME	-	-	680	-	713	738
100-5-0513-004	LEAVE CASH OUT	-	1,379	1,170	-	3,605	3,750
100-5-0513-021	CAR ALLOWANCE	2,124	2,116	2,100	1,938	2,100	2,100
100-5-0513-041	CAFETERIA ALLOWANCE	5,942	12,903	13,200	11,000	20,400	21,300
100-5-0513-042	RETIREMENT	7,920	11,631	12,592	10,904	20,292	21,461
100-5-0513-043	WORKERS COMP	654	973	1,260	931	1,821	1,969
100-5-0513-044	MEDICARE	973	1,643	1,749	1,584	2,535	2,655
100-5-0513-046	LONG TERM DISABILITY	275	474	523	442	742	779
100-5-0513-047	RETIREMENT - PERS UNFUNDED AC	-	41,480	45,282	46,554	55,701	63,566
100-5-0513-049	CELL PHONE ALLOWANCE	607	916	-	831	-	-
100-5-0513-050	GROUP LIFE INSURANCE	-	12	-	261	-	-
100-5-0513-246	SVCS-DRUG & ALCOHOL TESTING	1,715	314	4,400	1,189	4,500	4,500
100-5-0513-261	INSURANCE-PUBLIC LIABILITY	626,916	721,678	734,589	777,313	903,780	948,969
100-5-0513-262	INSURANCE-VEHICLE	29,251	26,958	27,769	27,318	30,912	34,003
100-5-0513-263	INSURANCE-BUILDING/PROPERTY	100,000	100,000	100,000	100,000	100,000	100,000
100-5-0513-352	TRAINING/WORKSHOPS/MEETINGS	-	2,399	2,000	785	2,500	2,500
Fund: 100 - GENERAL Total:		**835,155**	**1,027,841**	**1,064,018**	**1,076,618**	**1,297,598**	**1,363,538**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-0513-042	RETIREMENT	-	500	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**500**	**-**	**-**	**-**	**-**
Department: 0513 - ADMIN-RISK MANAGEMENT Total:		**835,155**	**1,028,341**	**1,064,018**	**1,076,618**	**1,297,598**	**1,363,538**

Department Description: The Parks and Recreation Department is responsible for the administration of the Santa Paula Community Center; Recreation & Community Services; Senior Services; Santa Paula Train Depot; Union Oil Building; Boys & Girls Club Building; Park Maintenance; Buildings and Grounds Maintenance; Graffiti Abatement Program.

The Department administers the maintenance of all City parks, the bike trail, and city buildings as well as the scheduling and usage of 10 city athletic fields and two shared athletic fields; five of them are lighted.

The Parks & Recreation Department is also responsible for the administration of recreation and community services programs, activities and special events for all residents. The department provides centralized information on facility rentals, sport fields reservations, jolly jump permits, registration for classes and activities, senior programs and referrals, department sponsored special events, youth and adult sports leagues, preschool age programs, Santa Paula Proud volunteer program and citywide special event permits and filming permits.

The Parks & Recreation staff also act as a liaison to the Recreation Commission, the Senior Advisory Committee, and the Harding Park Advisory Board.



Part Time/Seasonal Positions

The Department survives because of the assistance provided by numerous seasonal and part-time employees. This includes full-time-equivalent (FTE) positions, as follows: 4.72 FTE Recreation Leaders (I-III); 3.38 FTE City Corp Trainees; 0.70 FTE Senior Nutrition Coordinator; 2.16 FTE Facility Attendant; 2.31 FTE Park Abatement Specialist.

Department Goals: To provide community and quality of life through people, parks and programs by providing opportunities for positive recreational and leisure activities for all ages and to ensure safe and healthy recreational facilities through maintenance, repairs and beautification.

Community Center Program

Program Description: The Community Center serves as the administrative offices for the Parks & Recreation Department and provides space for recreational programs, classes, special events, and activities for all residents of Santa Paula. The Community Center is also the home of the Senior Center. The senior center provides daily programs and classes for seniors along with service referrals. In addition, the center is home to the Senior Nutrition Program, which provides daily congregate and home delivered meals. When not in use for City sponsored programs, the Community Center can be rented by local groups, nonprofit organizations, businesses, and individuals for social, cultural, business and recreational activities. The Community Center hosts wedding receptions, private parties, business seminars, conferences or banquets. The facility includes a commercial kitchen and accommodates banquets up to 265 participants.

Accomplishments for FY 2021/22 & FY 2022/23:

- Reestablished a digital recreation guide for the community. The guide is published three times per year.
- Implemented online registration software.
- Hired a full time Recreation Program Coordinator for Senior Services.
- Started an archery class and indoor pickle ball program for seniors.
- Served 37,719 meals as part of the senior nutrition program.

Goals for FY 2023/24 & FY 2024/25:

- Use volunteer management software to help better manage our volunteer database, hours of service, and ongoing volunteer opportunities.
- Offer quarterly excursions as part of senior center offerings.

***Budget Commentary*:** For the Community Center, we see an allotment to office supplies in the amount of $5,500 for each fiscal year. This covers office supplies for the entire department. There is also $7,500 for shop and field; these funds will be allocated for Senior Services programs. In addition, $8,500 in endowment funds helps with building maintenance and improvements such as paint, flooring, and furniture.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 1501 - P&R.-COMMUNITY CENTER							
Fund: 100 - GENERAL							
100-5-1501-001	SALARIES-FULL TIME	63,545	60,965	100,102	39,832	88,663	94,601
100-5-1501-002	SALARIES-PART TIME	30,485	25,822	38,477	38,089	83,570	88,729
100-5-1501-003	SALARIES-OVERTIME	-	512	3,465	64	5,884	6,206
100-5-1501-004	LEAVE CASH OUT	-	-	-	1,260	-	-
100-5-1501-041	CAFETERIA ALLOWANCE	13,312	13,479	25,920	12,438	21,600	23,400
100-5-1501-042	RETIREMENT	6,105	6,429	10,364	5,808	12,956	13,885
100-5-1501-043	WORKERS COMP	5,959	4,593	11,703	6,232	21,145	23,003
100-5-1501-044	MEDICARE	1,564	1,438	2,065	1,088	2,903	3,094
100-5-1501-045	UNEMPLOYMENT	3,218	176	-	-	-	-
100-5-1501-046	LONG TERM DISABILITY	284	248	516	159	473	505
100-5-1501-047	RETIREMENT - PERS UNFUNDED AC	-	788	1,078	1,108	1,036	1,094
100-5-1501-048	CLOTHING ALLOWANCE	-	-	381	-	460	460
100-5-1501-049	CELL PHONE ALLOWANCE	514	411	-	5	-	-
100-5-1501-050	GROUP LIFE INSURANCE	-	6	-	130	-	-
100-5-1501-120	SUPPLIES-OFFICE	1,735	2,675	5,500	4,332	5,500	5,500
100-5-1501-123	SUPPLIES-SHOP & FIELD	1,603	315	-	-	7,500	7,500
100-5-1501-150	RECOGNITIONS/AWARDS	-	832	1,000	229	800	800
100-5-1501-209	PROF/CONTR SVCS-OTHER	7,505	5,364	17,000	6,163	12,000	14,000
100-5-1501-301	MAINT-BLDGS & IMPROVEMENTS	7,686	13,872	9,500	10,156	8,500	8,500
100-5-1501-352	TRAINING/WORKSHOPS/MEETINGS			-	75		
100-5-1501-360	EDUCATIONAL REIMBURSEMENT	-	-	2,500	-	2,500	2,500
Fund: 100 - GENERAL Total:		**143,515**	**137,924**	**229,572**	**127,167**	**275,489**	**293,776**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-1501-001	SALARIES-FULL TIME	-	10,968	-	69,355	-	-
104-5-1501-041	CAFETERIA ALLOWANCE	-	500	-	-	-	-
104-5-1501-042	RETIREMENT	-	699	-	3,917	-	-
104-5-1501-043	WORKERS COMP	-	106	-	2,326	-	-
104-5-1501-044	MEDICARE	-	167	-	913	-	-
104-5-1501-046	LONG TERM DISABILITY	-	38	-	192	-	-
104-5-1501-049	CELL PHONE ALLOWANCE	-	16	-	-	-	-
104-5-1501-050	GROUP LIFE INSURANCE	-	1	-	147	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**-**	**12,495**	**-**	**76,850**	**-**	**-**
Fund: 115 - GENERAL RECREATION PRO							
115-5-1501-002	SALARIES-PART TIME	12,977	11,250	23,418	-	-	-
115-5-1501-042	RETIREMENT	243	-	937	-	-	-
115-5-1501-043	WORKERS COMP	340	106	256	-	-	-
115-5-1501-044	MEDICARE	188	163	340	-	-	-
Fund: 115 - GENERAL RECREATION PRO Total:		**13,748**	**11,520**	**24,950**	**-**	**-**	**-**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-1501-001	SALARIES-FULL TIME	-	896	-	-	-	-
412-5-1501-042	RETIREMENT	-	100	-	-	-	-
412-5-1501-123	SUPPLIES-SHOP & FIELD	-	331	13,669	779	-	-
412-5-1501-209	PROF/CONTR SVCS-OTHER	-	20,000	20,000	20,000	-	-
412-5-1501-610	EQUIPMENT-NEW	3,121	23,147	58,732	40,065	-	-
412-5-1501-660	IMPROV OTHER THAN BLDGS-REHA	-	-	300,000	318,462	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**3,121**	**44,473**	**392,401**	**379,305**	**-**	**-**
Department: 1501 - P&R.-COMMUNITY CENTER Total:		**160,384**	**206,412**	**646,923**	**583,322**	**275,489**	**293,776**

Recreation and Community Services

Program Description: Recreation and Community Services provide the community with programs, special interest classes, special events, excursions, volunteer opportunities - Santa Paula Proud, and activities for all ages. Programs and classes include Preschool, T-ball, Youth Basketball, Dance, Archery, Tumbling, Yoga, Art, Youth Summer Camps, and Community Carnivals. The department also focuses on youth development programs such as All Children Thrive, City Corps, and the Police Activity League. In addition, the department will be working towards developing special needs programming opportunities such as Challenger Sports and monthly social events for families.

Accomplishments from FY 2021/22 & FY 2022/23:

- Established a Santa Paula Police Activities League chapter.
- Partnered with the Santa Paula School District to offer free summer camp at two school sites.
- Successfully established an All Children Thrive program as a California Department of Public Health pilot city.
- Established City Corps program; focused on career exploration and community service.
- Created a Mobile Activity Center; inclusive of the City Corps wagon train.
- Increased adult recreational opportunities by offering archery, kickball, and reintroducing softball.

Goals for FY 2023/24 & FY 2024/25:

- Partner with the Santa Paula School District to offer a free youth sports program; including offering additional sports (flag football, cheer, and track).
- Create additional program opportunities for adult participants by increasing classes and adult sports programs.
- Open a youth center on the west end of the City; City Corps / P.A.L. Center (formerly the Cultural Arts Building).
- Create ongoing volunteer opportunities for residents and host a minimum of two Santa Paula Beautiful Days per year.

***Budget Commentary*:** For FY 23-24 and FY 24-25, the Parks and Recreation Department has allocated $45,000 respectively for professional services. This entails a budget for class instructors, the development of new classes, support for P.A.L., All Children Thrive, and online registration software; this also includes a city subsidy for classes and programs. There is also $15,000 allocated each year to support the Santa Paula Proud volunteer program and the Santa Paula Beautiful events that are held twice a year. In addition, there is $33,000 for supplies for recreation programs and $39,500 to support community special events such as Easter / Earth Day, Come See Santa, Arbor Day, the Halloween Carnival, Spring into Summer, Summer Concerts, and the Santa Tours. Lastly, there is one-time funding in FY 23-24 in the amount of $9,000 to assist with the opening of a youth center on the west side of town.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 1502 - P&R-RECREATION PROGRAM							
Fund: 100 - GENERAL							
100-5-1502-001	SALARIES-FULL TIME	177,658	188,959	185,561	130,976	255,070	161,797
100-5-1502-002	SALARIES-PART TIME	7,050	41,195	375,704	80,277	166,236	123,539
100-5-1502-003	SALARIES-OVERTIME			-	-	4,675	-
100-5-1502-004	LEAVE CASH OUT	-	-	-	5,040	2,375	2,471
100-5-1502-021	CAR ALLOWANCE	4,249	4,232	4,200	3,877	4,200	4,200
100-5-1502-041	CAFETERIA ALLOWANCE	20,774	21,771	21,600	11,600	27,185	12,000
100-5-1502-042	RETIREMENT	20,991	20,204	25,668	16,439	35,726	26,655
100-5-1502-043	WORKERS COMP	9,744	11,183	16,042	10,517	26,386	18,335
100-5-1502-044	MEDICARE	3,064	3,768	4,879	3,373	6,666	4,408
100-5-1502-045	UNEMPLOYMENT	8,095	289	-	-	-	-
100-5-1502-046	LONG TERM DISABILITY	834	882	1,018	581	1,308	819
100-5-1502-047	RETIREMENT - PERS UNFUNDED AC	-	3,373	3,993	4,105	3,528	3,544
100-5-1502-049	CELL PHONE ALLOWANCE	1,554	1,548	-	1,127	-	-
100-5-1502-050	GROUP LIFE INSURANCE	-	24	-	322	-	-
100-5-1502-120	SUPPLIES-OFFICE	1,922	-	1,000	-	-	-
100-5-1502-121	SUPPLIES-CLOTHING/UNIFORMS	-	247	11,200	5,854	8,000	8,000
100-5-1502-123	SUPPLIES-SHOP & FIELD	2,394	1,713	42,500	10,043	7,500	7,500
100-5-1502-156	SPECIAL EVENT	-	3,378	5,000	5,283	17,000	16,000
100-5-1502-181	RECREATION PROGRAMS	4,792	5,162	12,000	114	15,000	15,000
100-5-1502-199	SUSPENSE-EXPENDITURE	-	23,279	64,194	18,878	-	-
100-5-1502-209	PROF/CONTR SVCS-OTHER	-	928	86,300	218	5,000	5,000
100-5-1502-305	VEHICLE FUEL	4,115	5,721	4,000	5,171	6,293	6,608
100-5-1502-352	TRAINING/WORKSHOPS/MEETINGS	695	3,602	29,500	3,211	4,500	4,500
100-5-1502-610	EQUIPMENT-NEW	7,086	17,431	-	92	-	-
Fund: 100 - GENERAL Total:		**275,017**	**358,888**	**894,360**	**317,098**	**596,648**	**420,375**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-1502-001	SALARIES-FULL TIME	112,478	111,910	140,463	86,142	155,859	276,255
104-5-1502-002	SALARIES-PART TIME	20,632	91,055	109,711	154,612	123,661	168,862
104-5-1502-003	SALARIES-OVERTIME	-	317	3,490	-	2,735	7,870
104-5-1502-004	LEAVE CASH OUT			-	-	1,825	1,898
104-5-1502-041	CAFETERIA ALLOWANCE	22,225	22,683	24,000	23,887	32,400	48,485
104-5-1502-042	RETIREMENT	9,603	11,811	14,478	13,267	18,959	31,104
104-5-1502-043	WORKERS COMP	7,854	10,500	13,703	11,696	16,227	27,149
104-5-1502-044	MEDICARE	2,143	3,280	3,678	3,824	4,589	7,299
104-5-1502-045	UNEMPLOYMENT	12,168	479	-	-	-	-
104-5-1502-046	LONG TERM DISABILITY	527	515	647	444	797	1,426
104-5-1502-047	RETIREMENT - PERS UNFUNDED AC	-	164	219	226	517	644
104-5-1502-049	CELL PHONE ALLOWANCE	849	798	-	501	-	-
104-5-1502-050	GROUP LIFE INSURANCE	-	14	-	314	-	-
104-5-1502-120	SUPPLIES-OFFICE	134	1,247	3,000	166	2,500	2,500
104-5-1502-123	SUPPLIES-SHOP & FIELD	9,069	17,219	25,500	19,343	25,500	25,500
104-5-1502-150	RECOGNITIONS/AWARDS	-	2,210	5,000	3,891	6,500	6,500
104-5-1502-156	SPECIAL EVENT	7,715	15,950	20,500	12,752	22,500	22,500
104-5-1502-209	PROF/CONTR SVCS-OTHER	30,985	27,531	75,000	40,270	40,000	40,000
104-5-1502-280	UTILITY-ELECTRIC	-	-	-	3,322	-	-
104-5-1502-352	TRAINING/WORKSHOPS/MEETINGS	73	234	6,500	2,824	6,500	6,500
104-5-1502-610	EQUIPMENT-NEW	-	-	40,000	37,131	9,000	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**236,456**	**317,917**	**485,890**	**414,610**	**470,069**	**674,492**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
	Fund: 115 - GENERAL RECREATION PRO						
115-5-1502-002	SALARIES-PART TIME	-	-	-	-	-	-
115-5-1502-042	RETIREMENT	-	-	-	-	-	-
115-5-1502-043	WORKERS COMP	-	-	-	-	-	-
115-5-1502-044	MEDICARE	-	-	-	-	-	-
115-5-1502-123	SUPPLIES-SHOP & FIELD	2,957	89	10,000	170	10,000	10,000
115-5-1502-181	RECREATION PROGRAMS	23,676	47,255	60,000	46,617	46,000	46,000
115-5-1502-182	SENIOR ACTIVITIES	-	11,609	30,000	3,009	25,000	25,000
115-5-1502-610	EQUIPMENT-NEW	31,308	-	-	-	-	-
Fund: 115 - GENERAL RECREATION PRO Total:		**57,941**	**58,953**	**100,000**	**49,796**	**81,000**	**81,000**
	Fund: 405 - AAA (AREA AGCY ON AGING)						
405-5-1502-001	SALARIES-FULL TIME	-	351	2,227	-	9,731	10,466
405-5-1502-002	SALARIES-PART TIME	69,914	92,300	48,687	41,121	36,958	37,658
405-5-1502-003	SALARIES-OVERTIME			-	-	661	709
405-5-1502-041	CAFETERIA ALLOWANCE	-	-	720	-	2,820	3,090
405-5-1502-042	RETIREMENT	4,704	4,934	4,061	3,190	5,078	5,379
405-5-1502-043	WORKERS COMP	3,163	3,520	2,293	1,603	2,135	2,343
405-5-1502-044	MEDICARE	1,014	1,343	739	596	728	753
405-5-1502-046	LONG TERM DISABILITY	-	-	11	-	51	55
405-5-1502-047	RETIREMENT - PERS UNFUNDED AC	-	681	785	807	797	784
405-5-1502-048	CLOTHING ALLOWANCE	-	-	24	-	29	29
405-5-1502-123	SUPPLIES-SHOP & FIELD	13,633	11,604	-	13,652	12,000	12,000
405-5-1502-130	SUPPLIES-MEALS ON WHEELS	32,127	23,645	-	10,885	26,000	26,000
405-5-1502-209	PROF/CONTR SVCS-OTHER	1,876	10,245	-	303	-	-
405-5-1502-352	TRAINING/WORKSHOPS/MEETINGS	-	-	-	-	-	-
Fund: 405 - AAA (AREA AGCY ON AGING) Total:		**126,430**	**148,623**	**59,547**	**72,156**	**96,986**	**99,266**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-1502-001	SALARIES-FULL TIME	-	5,899	-	-	-	-
412-5-1502-042	RETIREMENT	-	1,900	-	-	-	-
412-5-1502-209	PROF/CONTR SVCS-OTHER	-	-	25,000	-	-	-
412-5-1502-610	EQUIPMENT-NEW	-	-	30,000	14,364	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**7,799**	**55,000**	**14,364**	**-**	**-**
	Fund: 450 - HUD- CDBG						
450-5-1502-002	SALARIES-PART TIME	298	-	-	-	-	-
450-5-1502-043	WORKERS COMP	3	-	-	-	-	-
450-5-1502-044	MEDICARE	4	-	-	-	-	-
Fund: 450 - HUD- CDBG Total:		**306**	**-**	**-**	**-**	**-**	**-**
Department: 1502 - P&R-RECREATION PROGRAM Total:		**696,149**	**892,179**	**1,594,796**	**868,025**	**1,244,703**	**1,275,134**

Buildings and Grounds Program

Program Description: To provide maintenance and improvements for public Parks, Buildings, and Grounds, as well as other City owned properties. The program includes two separate budgets for these activities.

Accomplishments from FY 2021/22 & FY 2022/23:

- Maintained 35.6 acres of park space in addition to the bike trail and city facilities & landscape.
- Processed over 9,400 work orders.
- Completed the rehab project of the Harding Park Caretaker House; moved caretakers back on property.
- Hosted Arbor Day celebrations; Received Tree City USA designation (2 years).
- Created a citywide tree inventory and tree maintenance program.
- Remodeled Public Works administration offices.

Goals for FY 2023/24 & FY 2024/25:

- Replace restroom at Teague Park and complete Mill Park restroom rehab.
- Reopen the Union Oil Building for public use and programming; begin all building repairs.
- Upgrade / remodel Community Center lobby, restrooms, and auditorium.
- Improve athletic field turf at both Las Piedras Park & Teague Park.
- Complete Phase I of the Police Station remodel and upgrades; including the security fencing around the City Hall campus.
- Establish fees and maintenance plan for new sports park; contract landscape / athletic turf vendor for park maintenance.
- Host community meetings and establish a rehabilitation / restoration master plan for Barranca Park and the walking trail.

***Budget Commentary*:** For the Building Maintenance Division, shop & field stays status quo at $45,000 per FY. Professional services slightly increased to $40,000 per FY; this expense is for pest control, back flow testing, contracted trade services, and other facility needs on an as needed basis. In addition, $35,000 has been budgeted each FY for facility improvements; painting, new flooring, and furniture.

The Parks & Grounds Division has allotted $45,000 for both FY 23-24 and FY 24-25 to shop and field supplies for regular maintenance items required to keep our parks and grounds clean and attractive. There is also a request for $65,000 each year for tree trimming and care; this, along with Public Works funding for tree trimming, will assist with working towards meeting the City's four year pruning grid cycle. The department has also budgeted $15,000 in FY 23-24 and $17,500 in FY 24-25 for tree planting. There is also a request for $36,000 for FY 23-24 & $38,000 for FY 24-25 for landscaping services. This funding request is to assist with field maintenance; especially as it relates to areas used for soccer & athletic purposes. The Harding Park fund included $85,000 per year for professional services. The bulk of this is for a yearly contract with Mariposa Landscapes, but also to cover irrigation repairs, rodent & pest control, backflow testing and any unforeseen needed repairs.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 1531 - P&R-BUILDING MAINT							
Fund: 100 - GENERAL							
100-5-1531-001	SALARIES-FULL TIME	86,845	92,107	124,360	84,946	258,260	276,771
100-5-1531-002	SALARIES-PART TIME	11,173	10,668	38,182	13,433	-	-
100-5-1531-003	SALARIES-OVERTIME	4,484	7,011	5,858	7,663	17,299	18,380
100-5-1531-004	LEAVE CASH OUT	-	-	1,412	-	2,696	2,804
100-5-1531-041	CAFETERIA ALLOWANCE	16,554	18,487	24,960	16,500	67,380	72,060
100-5-1531-042	RETIREMENT	30,256	9,166	12,646	8,565	29,640	32,126
100-5-1531-043	WORKERS COMP	15,328	15,062	22,899	13,946	23,466	25,246
100-5-1531-044	MEDICARE	1,676	1,838	2,476	1,709	5,029	5,382
100-5-1531-045	UNEMPLOYMENT	8,120	226	-	736	-	-
100-5-1531-046	LONG TERM DISABILITY	419	461	654	427	1,366	1,466
100-5-1531-047	RETIREMENT - PERS UNFUNDED AC	-	36,432	39,793	40,911	51,316	58,602
100-5-1531-048	CLOTHING ALLOWANCE	719	769	977	727	1,179	1,179
100-5-1531-049	CELL PHONE ALLOWANCE	508	524	-	465	-	-
100-5-1531-050	GROUP LIFE INSURANCE	-	13	-	286	-	-
100-5-1531-120	SUPPLIES-OFFICE	52	-	-	-	-	-
100-5-1531-121	SUPPLIES-CLOTHING/UNIFORMS	2,619	2,188	3,000	1,961	3,000	3,000
100-5-1531-123	SUPPLIES-SHOP & FIELD	23,758	46,376	45,000	45,170	45,000	45,000
100-5-1531-173	MINOR EQUIPMENT-SHOP & FIELD	2,997	753	5,000	4,893	3,500	3,500
100-5-1531-209	PROF/CONTR SVCS-OTHER	39,550	43,488	35,000	47,357	40,000	40,000
100-5-1531-226	PROF/CONTR SVCS-JANITORIAL	19,574	41,950	46,500	41,471	-	-
100-5-1531-301	MAINT-BLDGS & IMPROVEMENTS	15,180	150,774	30,000	28,650	35,000	35,000
100-5-1531-305	VEHICLE FUEL	3,946	5,811	5,000	5,454	6,392	6,712
100-5-1531-307	EQUIPMENT MAINTENANCE CHARG	26,868	33,298	34,698	-	26,834	27,962
100-5-1531-352	TRAINING/WORKSHOPS/MEETINGS	-	-	3,000	-	2,000	2,000
100-5-1531-370	LEASE/RENTAL	-	-	2,000	-	2,500	2,500
Fund: 100 - GENERAL Total:		**310,626**	**517,404**	**483,415**	**365,272**	**621,858**	**659,691**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-1531-209	PROF/CONTR SVCS-OTHER	-	135	-	30,000	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**-**	**135**	**-**	**30,000**	**-**	**-**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-1531-001	SALARIES-FULL TIME	-	3,010	-	-	-	-
412-5-1531-042	RETIREMENT	-	399	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**3,410**	**-**	**-**	**-**	**-**
Department: 1531 - P&R-BUILDING MAINT Total:		**310,626**	**520,948**	**483,415**	**395,272**	**621,858**	**659,691**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 1532 - P&R-GROUNDS MAINT							
	Fund: 100 - GENERAL						
100-5-1532-001	SALARIES-FULL TIME	85,219	88,574	71,948	84,946	147,012	155,344
100-5-1532-002	SALARIES-PART TIME	43,885	42,166	70,641	43,476	51,518	55,732
100-5-1532-003	SALARIES-OVERTIME	5,221	7,555	2,510	9,023	9,276	9,581
100-5-1532-004	LEAVE CASH OUT	-	-	605	-	2,668	2,775
100-5-1532-041	CAFETERIA ALLOWANCE	16,783	17,787	13,200	16,500	29,400	29,850
100-5-1532-042	RETIREMENT	18,338	8,979	8,921	8,817	15,269	16,422
100-5-1532-043	WORKERS COMP	19,502	18,056	20,070	18,163	30,030	32,566
100-5-1532-044	MEDICARE	2,171	2,244	2,120	2,206	3,496	3,690
100-5-1532-045	UNEMPLOYMENT	463	123	-	-	-	-
100-5-1532-046	LONG TERM DISABILITY	417	441	375	434	778	822
100-5-1532-047	RETIREMENT - PERS UNFUNDED AC	-	15,586	17,015	17,493	21,064	24,165
100-5-1532-048	CLOTHING ALLOWANCE	728	742	524	727	1,208	1,208
100-5-1532-049	CELL PHONE ALLOWANCE	1,064	1,048	-	974	-	-
100-5-1532-050	GROUP LIFE INSURANCE	-	11	-	288	-	-
100-5-1532-121	SUPPLIES-CLOTHING/UNIFORMS	-	2,228	2,500	677	1,500	1,500
100-5-1532-123	SUPPLIES-SHOP & FIELD	39,226	43,770	40,000	35,952	45,000	45,000
100-5-1532-156	SANTA PAULA BEAUTIFUL	15,000	-	-	-	20,000	20,000
100-5-1532-173	MINOR EQUIPMENT-SHOP & FIELD	23,119	4,647	5,000	3,563	5,000	5,000
100-5-1532-202	PROF/CONTR SVCS-LANDSCAPE	5,245	3,670	12,000	8,200	36,000	38,000
100-5-1532-209	PROF/CONTR SVCS-OTHER	35,026	32,760	32,000	45,560	35,000	35,000
100-5-1532-223	PROF/CONTR SVCS-TREE TRIMMIN(	73,339	46,751	30,000	30,590	65,000	65,000
100-5-1532-226	PROF/CONTR SVCS-JANITORIAL	-	23,130	32,000	28,000	-	-
100-5-1532-229	PROF SVCS-TREE PLANTING	-	6,740	12,000	13,094	15,000	17,500
100-5-1532-301	MAINT-BLDGS & IMPROVEMENTS	69	3,716	7,500	7,500	6,000	6,000
100-5-1532-305	VEHICLE FUEL	4,794	8,625	4,500	12,459	9,487	9,962
100-5-1532-307	EQUIPMENT MAINTENANCE CHAR(	26,868	33,298	34,698	-	26,834	27,962
100-5-1532-352	TRAINING/WORKSHOPS/MEETINGS	-	637	2,000	459	2,500	2,500
100-5-1532-610	EQUIPMENT-NEW	3,894	-	-	-	-	-
Fund: 100 - GENERAL Total:		**420,370**	**413,282**	**422,127**	**389,100**	**579,038**	**605,579**
	Fund: 104 - GENERAL FUND-MEASURE T						
104-5-1532-001	SALARIES-FULL TIME	37,700	68,188	52,168	84,247	-	-
104-5-1532-003	SALARIES-OVERTIME	4,693	8,819	3,898	14,542	-	-
104-5-1532-004	LEAVE CASH OUT	-	-	924	-	-	-
104-5-1532-041	CAFETERIA ALLOWANCE	11,112	16,341	12,000	16,500	-	-
104-5-1532-042	RETIREMENT	2,957	5,172	3,720	6,293	-	-
104-5-1532-043	WORKERS COMP	7,201	11,554	7,397	13,865	-	-
104-5-1532-044	MEDICARE	772	1,365	833	1,639	-	-
104-5-1532-046	LONG TERM DISABILITY	201	369	284	461	-	-
104-5-1532-047	RETIREMENT - PERS UNFUNDED AC	-	63	86	89	-	-
104-5-1532-048	CLOTHING ALLOWANCE	482	850	477	969	-	-
104-5-1532-049	CELL PHONE ALLOWANCE	425	423	-	388	-	-
104-5-1532-050	GROUP LIFE INSURANCE	-	11	-	326	-	-
104-5-1532-209	PROF/CONTR SVCS-OTHER	-	2,430	-	-	-	-
104-5-1532-610	EQUIPMENT-NEW	-	-	85,000	85,000	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**65,543**	**115,585**	**166,787**	**224,318**	**-**	**-**
	Fund: 305 - BEV CONTAINER RECYCLING						
305-5-1532-179	MINOR EQUIPMENT-OTHER	12,205	-	-	-	-	-
Fund: 305 - BEV CONTAINER RECYCLING Total:		**12,205**	**-**	**-**	**-**	**-**	**-**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-1532-001	SALARIES-FULL TIME	-	1,047	-	-	-	-
412-5-1532-042	RETIREMENT	-	601	-	-	-	-
412-5-1532-370	LEASE/RENTAL	-	1,892	-	-	-	-
412-5-1532-610	EQUIPMENT-NEW	-	-	80,608	64,581	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**3,539**	**80,608**	**64,581**	**-**	**-**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
	Fund: 504 - HARVEST CFD EA1						
504-5-1532-001	SALARIES-FULL TIME	-	-	-	-	76,448	83,447
504-5-1532-003	SALARIES-OVERTIME	-	-	-	-	3,022	3,312
504-5-1532-041	CAFETERIA ALLOWANCE	-	-	-	-	8,400	9,300
504-5-1532-042	RETIREMENT	-	-	-	-	5,409	5,908
504-5-1532-043	WORKERS COMP	-	-	-	-	8,585	9,662
504-5-1532-044	MEDICARE	-	-	-	-	1,274	1,393
504-5-1532-046	LONG TERM DISABILITY	-	-	-	-	144	157
504-5-1532-047	RETIREMENT - PERS UNFUNDED AC	-	-	-	-	573	604
Fund: 504 - HARVEST CFD EA1 Total:		**-**	**-**	**-**	**-**	**103,855**	**113,783**
	Fund: 803 - HARDING PARK TRUST						
803-5-1532-123	SUPPLIES-SHOP & FIELD	10,709	14,600	17,500	13,491	13,500	13,500
803-5-1532-209	PROF/CONTR SVCS-OTHER	73,535	80,438	90,000	83,040	85,000	85,000
803-5-1532-280	UTILITY-ELECTRIC	-	-	8,500	-	8,500	8,500
803-5-1532-301	MAINT-BLDGS & IMPROVEMENTS	-	29,223	40,000	14,274	30,000	30,000
Fund: 803 - HARDING PARK TRUST Total:		**84,245**	**124,261**	**156,000**	**110,804**	**137,000**	**137,000**
Department: 1532 - P&R-GROUNDS MAINT Total:		**582,363**	**656,668**	**825,523**	**788,803**	**819,893**	**856,361**

Graffiti Program

Program Description: The Parks & Recreation Department provides oversight for the graffiti abatement program. The program also focuses on litter & weed abatement and park beautification & maintenance.

Accomplishments from FY 2021/22 & FY 2022/23:

- Hired a full-time Park & Abatement Specialist
- Responded to 1928 graffiti abatement work orders

Goals for FY 2023/24 & FY 2024/25:

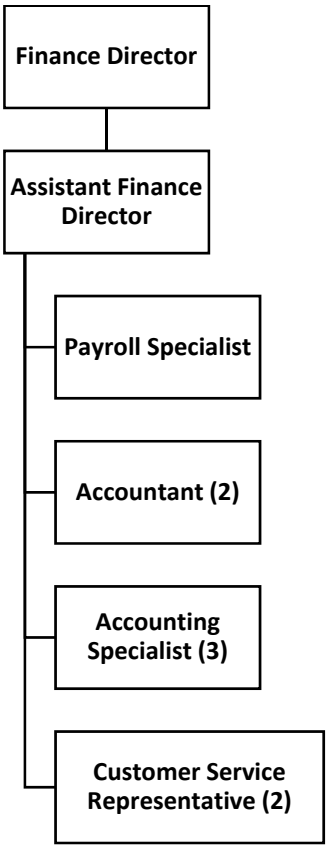
- Remove all reported graffiti within 24 hours.
- Work with Recreation Program Coordinator to host two Santa Paula Beautiful events per FY.

***Budget Commentary*:** $3000 has been allocated for new equipment such as paint sprayers and tools that will help staff be more efficient. $9,500 for supplies – shop & field covers paint, graffiti removal chemicals, and other necessary items for graffiti abatement.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 1533 - P&R-GRAFFITI REMOVAL							
Fund: 100 - GENERAL							
100-5-1533-001	SALARIES-FULL TIME	139	43,978	44,271	43,973	50,475	53,699
100-5-1533-002	SALARIES-PART TIME	14,029	250	-	-	-	-
100-5-1533-003	SALARIES-OVERTIME	-	1,473	-	1,941	3,506	3,765
100-5-1533-004	LEAVE CASH OUT			-	-	750	819
100-5-1533-041	CAFETERIA ALLOWANCE	3,052	11,966	12,000	11,000	12,000	12,000
100-5-1533-042	RETIREMENT	567	3,346	1,771	3,285	3,921	4,179
100-5-1533-043	WORKERS COMP	1,647	6,044	6,262	5,852	8,524	9,365
100-5-1533-044	MEDICARE	189	725	642	718	976	1,027
100-5-1533-046	LONG TERM DISABILITY	-	207	224	209	267	284
100-5-1533-048	CLOTHING ALLOWANCE	-	497	-	485	575	575
100-5-1533-049	CELL PHONE ALLOWANCE	146	300	-	277	-	-
100-5-1533-050	GROUP LIFE INSURANCE	-	6	-	158	-	-
100-5-1533-121	SUPPLIES-CLOTHING/UNIFORMS	-	-	850	-	500	500
100-5-1533-123	SUPPLIES-SHOP & FIELD	3,679	5,947	7,500	7,819	9,500	9,500
100-5-1533-305	VEHICLE FUEL	-	-	-	-	-	-
100-5-1533-610	EQUIPMENT-NEW	-	736	3,000	-	3,000	3,000
Fund: 100 - GENERAL Total:		**23,448**	**75,476**	**76,520**	**75,717**	**93,993**	**98,714**
Department: 1533 - P&R-GRAFFITI REMOVAL Total:		**23,448**	**75,476**	**76,520**	**75,717**	**93,993**	**98,714**

Department Description: The Finance Department is responsible for the establishment and maintenance of an effective financial accounting system, which accurately reflects the financial operations of the City and offers a framework for financial planning and analysis.

Mission*:* The primary goal is to provide accurate, reliable and timely financial information to the City Council, City Manager, City Departments and outside requests using recognized professional standards.



The Financial Service Department is divided into three programs: City Treasurer, Finance and Customer Service. The City Treasurer Division has been dissolved since the last budget cycle, as it has converted from an elected position to an appointed position. All expenses are incorporated into the Financial Services Program. The Finance Division is responsible for the financial system, general accounting, payroll, accounts payable, budget preparation, auditing and financial reporting. This division also provides support to City departments in their purchases of goods and services and ensures that the procedures are compliant with the appropriate guidelines and regulations. The Customer Service Division provides centralized accounting for customer billing for utilities and counter services at City Hall, providing general information and referrals for services throughout the City.

Accomplishment for FY 2022/2023:

- Cross training of Accountants duties for the uninterrupted service to City and its citizens.
- Implemented new investment policy through a diversified interest-generating portfolio.
- Diversified and increased our investment portfolios with the help of Chandler Asset Management.
- Funded an Assistant Finance Director position to perform the day-to-day duties of the Finance Department.
- Established the second bond issuance for the Community Facilities District at Harvard EA1.
- Issued an agreement with Willdan Financial for the implementation of a new User Fee and Development Impact Fee (DIF) Study.

Top Priorities FY 2023 through 2025:

- Transition Business License software to Energov/Incode Community Development.
- Complete cross training of Accounting Specialist duties.
- Increase training opportunities of the financial software to other departments.
- Transition electronic Purchase Order approvals.
- Establish and implement a new utility bill format.

Budget Commentary: FY 23-24 and FY 24-25 an allocation of $103,000 and $105,000 respectively, for contractual services. Such services entail audit, sales tax consultation, utility bill printing, investment services and mailing. FY 23-24, an allocation of $3,000 for budget printing cost for the next 2-year budget cycle. FY 23-24 and FY 24-25 an allocation of $2,500 respectively, for educational reimbursement. FY 23-24 and FY 24-25, an allocation of $117,000 and $123,000 respectively, for credit card service charges. Service charges are assessed to the city when customer's use a credit card for payment of services. FY 23-24 and FY 24-25 includes an allocation of $4,000 and $2,000 respectively for minor equipment. In addition, FY 23-24 and 24-25 include an allocation of $6,000 respectively for travel and training for career advancement opportunities for department staff.

Financial Services Program

Program Description: The Finance Program provides coordination and direction of the financial operations of the City. This program includes personnel costs for 75% of the Finance Director, three Accounting Technicians, one each Payroll Specialist, Purchasing Agent and Assistant Finance Director and 5% of two Customer Service Representatives.

Program Core Services: This includes maintaining an effective financial accounting system, controlling the assets and financial operations of the City and providing a framework for financial planning and analysis to support the operation and management of all City Departments. The Finance Program is responsible for processing and maintaining records of all financial transactions of the City. These transactions include accounts payable, accounts receivable, general ledger accounting, enterprise accounting, internal services accounting, financial reporting, and administration of employee payroll. The Program is also responsible for budget accounting, salary and revenue projections, grant reporting, development and production of the annual budget, debt administration and annual audits.

Purchasing has also been consolidated with the Finance Program and facilitates procurement of goods and services for all departments by processing requisitions and/or preparing purchase orders per the City's purchasing policies and procedures.

Budget Commentary: FY 23-24 an allocation of $103,000 and FY 24-25 an allocation of $105,000, for Professional/Contractual Services. The finance department uses various professional services, such as HdL Coren & Cone, for sales and property tax analysis, forecasting, and assessment. Hinderliter, de Llamas & Associates, for audits, and analytical services. Chandler Asset assists the City with our investment diversification and Rogers, Anderson, Malody & Scott LLP performs the City's annual audit. FY 23-24 and FY 24-25 an allocation of $4,000 and $2,000 respectively, for Minor Equipment-Office. Minor equipment includes scanners and other related items. FY 23-24 and FY 24-25 an allocation of $6,500, respectively, for Supplies-Office. Standard office supplies such as paper, ink, writing utensils, business cards, and accounts payable laser checks.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 2002 - FIN-FINANCE							
Fund: 100 - GENERAL							
100-5-2002-001	SALARIES-FULL TIME	386,347	414,696	463,868	362,648	493,712	531,879
100-5-2002-003	SALARIES-OVERTIME	200	4,064	-	3,492	-	-
100-5-2002-004	LEAVE CASH OUT	4,986	8,480	3,153	10,112	4,748	5,091
100-5-2002-021	CAR ALLOWANCE	3,187	3,174	3,150	4,039	5,250	5,250
100-5-2002-041	CAFETERIA ALLOWANCE	64,786	76,539	76,320	58,469	75,792	78,049
100-5-2002-042	RETIREMENT	91,866	37,674	43,096	32,531	50,977	54,836
100-5-2002-043	WORKERS COMP	4,417	4,400	5,005	3,550	6,045	6,719
100-5-2002-044	MEDICARE	6,438	6,996	6,818	5,670	8,403	8,994
100-5-2002-045	UNEMPLOYMENT	800	-	-	-	-	-
100-5-2002-046	LONG TERM DISABILITY	1,792	1,942	2,336	1,639	2,463	2,658
100-5-2002-047	RETIREMENT - PERS UNFUNDED AC	-	7,859	9,039	9,293	7,533	8,092
100-5-2002-049	CELL PHONE ALLOWANCE	910	1,859	-	1,971	-	-
100-5-2002-050	GROUP LIFE INSURANCE	-	51	-	1,061	-	-
100-5-2002-101	POSTAGE	210	99	-	-	-	-
100-5-2002-103	DUES & SUBSCRIPTIONS	768	527	700	451	1,000	1,000
100-5-2002-120	SUPPLIES-OFFICE	5,414	5,357	6,500	5,399	6,500	6,500
100-5-2002-129	SUPPLIES-OTHER	1,618	229	500	108	-	-
100-5-2002-150	RECOGNITIONS/AWARDS	-	929	1,000	-	500	500
100-5-2002-171	MINOR EQUIPMENT-OFFICE	-	-	8,000	7,703	4,000	2,000
100-5-2002-201	PROFESSIONAL/CONTRACTUAL SER	37,149	56,189	71,400	39,001	103,000	105,000
100-5-2002-209	PROF/CONTR SVCS-OTHER	10,003	34,986	7,000	52,095	7,000	7,000
100-5-2002-230	LEGAL ADVERTISING	219	-	350	-	-	-
100-5-2002-241	PRINTING & BINDING-EXTERNAL	-	54	3,000	589	3,000	3,000
100-5-2002-352	TRAINING/WORKSHOPS/MEETINGS	1,645	3,057	8,809	3,275	6,000	6,000
100-5-2002-353	MILEAGE REIMBURSEMENT	-	-	-	-	-	-
100-5-2002-360	EDUCATIONAL REIMBURSEMENT	-	-	2,500	-	2,500	2,500
Fund: 100 - GENERAL Total:		**622,756**	**669,162**	**722,544**	**603,096**	**788,424**	**835,069**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-2002-201	PROFESSIONAL/CONTRACTUAL SER	-	600	-	-	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**-**	**600**	**-**	**-**	**-**	**-**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-2002-001	SALARIES-FULL TIME	-	8,519	-	-	-	-
412-5-2002-042	RETIREMENT	-	2,525	-	-	-	-
412-5-2002-209	PROF/CONTR SVCS-OTHER	-	-	84,285	84,285	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**11,044**	**84,285**	**84,285**	**-**	**-**
Department: 2002 - FIN-FINANCE Total:		**622,756**	**680,806**	**806,829**	**687,381**	**788,424**	**835,069**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 2004 - FIN-PURCHASING							
Fund: 280 - STATE GAS TAX							
280-5-2004-001	SALARIES-FULL TIME	16,725	17,799	20,212	300	18,034	19,691
280-5-2004-003	SALARIES-OVERTIME	-	34	-	-	-	-
280-5-2004-004	LEAVE CASH OUT			-	-	533	582
280-5-2004-041	CAFETERIA ALLOWANCE	2,778	3,023	3,000	51	4,200	4,477
280-5-2004-042	RETIREMENT	11,160	1,340	1,536	22	2,356	2,579
280-5-2004-043	WORKERS COMP	178	179	218	2	224	252
280-5-2004-044	MEDICARE	250	275	293	4	330	359
280-5-2004-046	LONG TERM DISABILITY	78	83	102	2	91	100
280-5-2004-047	RETIREMENT - PERS UNFUNDED AC	-	25	36	37	398	420
280-5-2004-049	CELL PHONE ALLOWANCE	-	106	-	2	-	-
280-5-2004-050	GROUP LIFE INSURANCE	-	2	-	0	-	-
Fund: 280 - STATE GAS TAX Total:		**31,170**	**22,866**	**25,397**	**419**	**26,167**	**28,460**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-2004-042	RETIREMENT	-	375	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**375**	**-**	**-**	**-**	**-**
Fund: 610 - SEWER							
610-5-2004-001	SALARIES-FULL TIME	16,725	17,799	20,212	300	18,034	19,691
610-5-2004-003	SALARIES-OVERTIME	-	34	-	-	-	-
610-5-2004-004	LEAVE CASH OUT			-	-	533	582
610-5-2004-041	CAFETERIA ALLOWANCE	2,778	3,023	3,000	51	4,200	4,477
610-5-2004-042	RETIREMENT	11,160	1,340	1,536	22	2,356	2,579
610-5-2004-043	WORKERS COMP	178	179	218	2	224	252
610-5-2004-044	MEDICARE	250	275	293	4	330	359
610-5-2004-046	LONG TERM DISABILITY	78	83	102	2	91	100
610-5-2004-047	RETIREMENT - PERS UNFUNDED AC	-	25	36	37	398	420
610-5-2004-049	CELL PHONE ALLOWANCE	-	106	-	2	-	-
610-5-2004-050	GROUP LIFE INSURANCE	-	2	-	0	-	-
Fund: 610 - SEWER Total:		**31,170**	**22,866**	**25,397**	**419**	**26,167**	**28,460**
Fund: 620 - WATER							
620-5-2004-001	SALARIES-FULL TIME	16,725	17,798	20,212	300	18,034	19,691
620-5-2004-003	SALARIES-OVERTIME	-	34	-	-	-	-
620-5-2004-004	LEAVE CASH OUT			-	-	533	582
620-5-2004-041	CAFETERIA ALLOWANCE	2,778	3,023	3,000	51	4,200	4,477
620-5-2004-042	RETIREMENT	11,160	1,339	1,536	22	2,356	2,579
620-5-2004-043	WORKERS COMP	177	177	218	2	224	252
620-5-2004-044	MEDICARE	250	274	293	4	330	359
620-5-2004-046	LONG TERM DISABILITY	78	82	102	1	91	100
620-5-2004-047	RETIREMENT - PERS UNFUNDED AC	-	25	36	37	398	420
620-5-2004-049	CELL PHONE ALLOWANCE	-	106	-	2	-	-
620-5-2004-050	GROUP LIFE INSURANCE	-	2	-	0	-	-
Fund: 620 - WATER Total:		**31,167**	**22,860**	**25,397**	**419**	**26,167**	**28,460**
Department: 2004 - FIN-PURCHASING Total:		**93,508**	**68,966**	**76,190**	**1,257**	**78,500**	**85,381**

Customer Billing Programs

Program Description: The Customer Service Program provides coordination and processing for customer billing, collection activity and meter reading for enterprise funds. In addition, this division provides services for business licenses, animal licenses, processing permits and miscellaneous collections for the City. Personnel also respond to customer requests, inquiries and complaints at the public counter in City Hall. Costs associated with direct utility billing mailing services are directly billed to the utilities. This is a maintenance budget with no significant changes from the prior year.

Accomplishment for FY 2022/23:

- Provided accurate and timely billing information in a form appropriately understood by the customer.
- Responded effectively to customer requests, inquiries and complaints.
- Trained backup for the utility billing system with written procedures.
- Assisted Customers with payment arrangements when City moved back to late fees, which had been a nulled practice since the beginning of the COVID-19 Pandemic.

Top Priorities FY 2023 through 2025:

- Revise utility bill & provide online access to historical data usage.
- Work with other departments and/or a collection agency to be more effective in collecting outstanding debt or fees due to the City.

Budget Commentary: FY 23-24 and FY 24-25 an allocation of $117,000 and $121,000 respectively, for services performed by Paymentus who provide city customers with electronic bill payment platform. FY 23-24 and FY 24-25, an allocation of $42,000 respectively, for postage. DataProse provides the city with direct mail of water utility bills, and other miscellaneous items for delivery via US Postal Service. FY 23-24 and FY 24-25 an allocation of $35,000 and $36,000 respectively, for Professional/Contractual Services. Professional services provided by Corelogic Solutions, for GPS services, DataProse for utility bill processing and mailing and Rogers, Anderson, Malody & Scott LLP, City auditors.

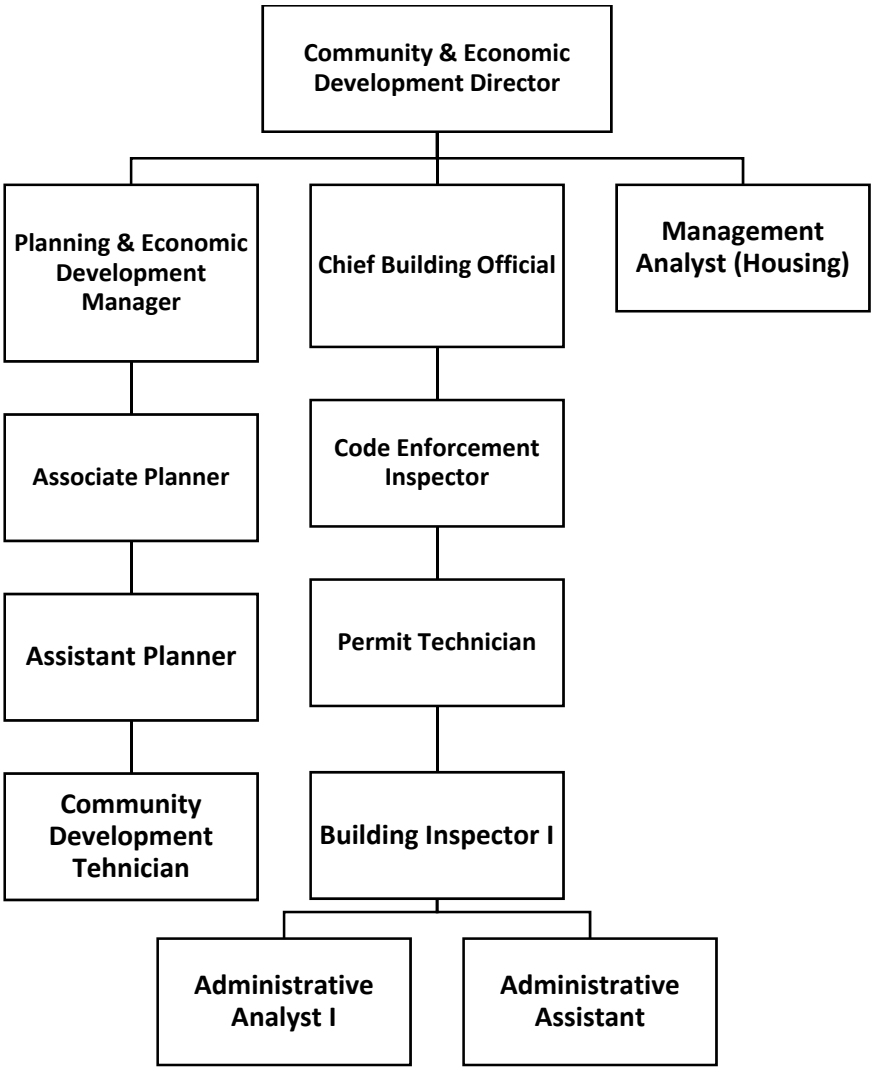
		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 2005 - UB CUSTOMER BILLING							
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-2005-001	SALARIES-FULL TIME	-	2,342	-	-	-	-
412-5-2005-042	RETIREMENT	-	600	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**2,942**	**-**	**-**	**-**	**-**
Fund: 620 - WATER							
620-5-2005-001	SALARIES-FULL TIME	157,056	137,198	179,095	152,905	191,999	202,294
620-5-2005-003	SALARIES-OVERTIME	-	26	-	123	-	-
620-5-2005-004	LEAVE CASH OUT	-	675	682	410	606	630
620-5-2005-021	CAR ALLOWANCE	1,062	1,058	1,050	969	1,050	1,050
620-5-2005-041	CAFETERIA ALLOWANCE	33,738	25,434	39,480	31,623	46,320	49,740
620-5-2005-042	RETIREMENT	42,144	14,186	18,576	15,733	23,412	24,775
620-5-2005-043	WORKERS COMP	1,541	1,215	1,927	1,361	2,349	2,552
620-5-2005-044	MEDICARE	2,308	2,000	2,622	2,191	3,480	3,679
620-5-2005-046	LONG TERM DISABILITY	722	608	900	689	957	1,010
620-5-2005-047	RETIREMENT - PERS UNFUNDED AC	-	45,057	50,647	52,070	61,109	69,802
620-5-2005-049	CELL PHONE ALLOWANCE	304	302	-	277	-	-
620-5-2005-050	GROUP LIFE INSURANCE	-	19	-	493	-	-
620-5-2005-101	POSTAGE	34,708	42,481	35,000	32,494	42,000	42,000
620-5-2005-103	DUES & SUBSCRIPTIONS	-	-	2,500	-	-	-
620-5-2005-120	SUPPLIES-OFFICE	206	489	1,000	208	1,000	1,000
620-5-2005-171	MINOR EQUIPMENT-OFFICE	-	-	1,000	-	1,000	1,000
620-5-2005-201	PROFESSIONAL/CONTRACTUAL SER	23,683	34,300	27,000	22,082	35,329	36,389
620-5-2005-207	PROF/CONTR-COMPUTER/SOFTWA	-	11,116	-	19,548	13,650	14,333
620-5-2005-209	PROF/CONTR SVCS-OTHER	93,877	114,057	130,000	111,706	117,478	121,003
620-5-2005-230	LEGAL ADVERTISING			-	340		
620-5-2005-241	PRINTING & BINDING-EXTERNAL	469	1,958	-	-	-	-
620-5-2005-352	TRAINING/WORKSHOPS/MEETINGS	75	200	4,500	-	3,000	3,000
620-5-2005-360	EDUCATIONAL REIMBURSEMENT	-	2,500	-	2,500	-	-
Fund: 620 - WATER Total:		**391,892**	**434,879**	**495,979**	**447,721**	**544,738**	**574,256**
Department: 2005 - UB CUSTOMER BILLING Total:		**391,892**	**437,821**	**495,979**	**447,721**	**544,738**	**574,256**

Non-Departmental Program

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 7501 - NON-DEPARTMENTAL ADMIN							
Fund: 100 - GENERAL							
100-5-7501-042	RETIREMENT	160,007	-	-	-	-	-
100-5-7501-047	RETIREMENT - PERS UNFUNDED AC	-	183,274	203,743	209,468	206,987	237,575
100-5-7501-120	SUPPLIES-OFFICE	12	947	-	740	-	-
100-5-7501-199	SUSPENSE-EXPENDITURE	201,409	(27,046)	25,000	(29,019)	20,000	520,000
100-5-7501-280	UTILITY-ELECTRIC	121,469	143,681	110,000	125,140	145,000	150,000
100-5-7501-281	UTILITY-GAS	9,544	11,915	11,000	14,828	11,000	11,000
100-5-7501-305	VEHICLE FUEL	949	1,458	-	814	1,604	1,684
100-5-7501-370	LEASE/RENTAL	1	1	-	1	-	-
100-5-7501-701	TRANSFER TO GENERAL RESERVE	700,000	-	-	-	-	-
100-5-7501-761	TRANSFER TO VEHICLE REPLACEME	100,000	-	-	-	-	-
Fund: 100 - GENERAL Total:		**1,293,391**	**314,232**	**349,743**	**321,972**	**384,591**	**920,259**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-7501-754	TRANSFER TO GAS TAX	300,000	-	-	-	-	-
104-5-7501-760	TRANSFER TO GENERAL RESERVE -	-	-	20,000	-	50,000	50,000
Fund: 104 - GENERAL FUND-MEASURE T Total:		**300,000**	**-**	**20,000**	**-**	**50,000**	**50,000**
Fund: 226 - PARKLAND FACILITIES							
226-5-7501-755	OVERHEAD DUE GENERAL FUND	87,301	67,541	68,888	68,888	68,888	68,888
Fund: 226 - PARKLAND FACILITIES Total:		**87,301**	**67,541**	**68,888**	**68,888**	**68,888**	**68,888**
Fund: 229 - TRAFFIC IMPACT FEE							
229-5-7501-755	OVERHEAD DUE GENERAL FUND	39,541	45,041	45,940	45,940	45,940	45,940
Fund: 229 - TRAFFIC IMPACT FEE Total:		**39,541**	**45,041**	**45,940**	**45,940**	**45,940**	**45,940**
Fund: 305 - BEV CONTAINER RECYCLING							
305-5-7501-199	SUSPENSE-EXPENDITURE	-	-	-	70	-	-
Fund: 305 - BEV CONTAINER RECYCLING Total:		**-**	**-**	**-**	**70**	**-**	**-**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-7501-042	RETIREMENT	-	2,500	-	-	-	-
412-5-7501-199	SUSPENSE-EXPENDITURE	-	15,000	265,681	245,000	-	-
412-5-7501-758	TRANSFER TO MOBILE FUND	-	-	20,000	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**17,500**	**285,681**	**245,000**	**-**	**-**
Fund: 610 - SEWER							
610-5-7501-199	SUSPENSE-EXPENDITURE	60,000	143,412	30,000	-	-	-
610-5-7501-675	DEPRECIATION EXPENSE	1,154,823	-	1,117,000	-	-	-
610-5-7501-676	UNAMORTIZED CHARGE-BOND	216,184	-	-	-	-	-
Fund: 610 - SEWER Total:		**1,431,007**	**143,412**	**1,147,000**	**-**	**-**	**-**
Fund: 620 - WATER							
620-5-7501-305	VEHICLE FUEL	948	1,827	-	244	2,010	2,111
620-5-7501-675	DEPRECIATION EXPENSE	-	-	1,013,000	-	-	-
620-5-7501-676	UNAMORTIZED CHARGE-BOND	4,842	-	77,600	-	-	-
Fund: 620 - WATER Total:		**5,790**	**1,827**	**1,090,600**	**244**	**2,010**	**2,111**
Department: 7501 - NON-DEPARTMENTAL ADMIN Total:		**3,157,029**	**589,553**	**3,007,852**	**682,114**	**551,429**	**1,087,198**

Mission: The Community & Economic Development Department provides efficient and pro-active customer service to enhance the safety and quality of life for all citizens, and acts as a catalyst for innovative economic development and public policy development.

Department Description: The Santa Paula Community & Economic Development Department is responsible for planning the physical development of the community and ensuring that new development and modifications to existing development are completed in compliance with City, County and State laws. The Department provides technical information to residents, business owners, developers, and commissions regarding local codes, ordinances, and other related issues, including: General Plan policies, the California Environmental Quality Act (CEQA), housing policies, and community health and safety. The department assists the community in establishing land use and planning guidelines that ensure the quality of new projects through the design and development review process. The Department staffs the Planning Commission, the Historic Preservation Commission, the Design Assistance Committee, the Economic Development Standing Committee, the Housing and Homelessness Standing Committee, Arte y Cultura Collectiva de Santa Paula and the Affordable Housing Trust Fund Oversight Committee. In addition, the department provides outreach and information to citizens, developers, businesses, other governmental agencies, and City departments. The Department addresses the needs of the business community and the economic vitality of the City by retaining, expanding and attracting desirable businesses. The Department also provides technical and policy support to the City Manager the City Council and other departments.



Planning Program

Division Responsibilities
Establish and implement the current and future land use policies and regulations for Santa Paula, accomplished through land use regulation activities. This authority is derived from the City's power to protect the health, safety and welfare of the community.

Division Objectives
Lead the community in its efforts to improve the physical and social environment, and its economic vitality while:

- Preserving our natural, historic and cultural resources;
- Promoting the highest and best use of all property in the City;
- Promoting and accommodating appropriate growth and development;
- Minimizing negative environmental impacts;
- Improving environmental quality where possible; and
- Maintaining the highest level of service for the public.

Accomplishment for FY 2022/23:

- The Department has continuously implemented improvements in the plan check and development review processes
- Continued coordination on annexation process for Santa Paula West Business Park
- The Department continued to make improvements to GIS mapping and data services for department functions and all city departments; including data and asset mapping of the Downtown District
- Submitted three drafts of the Housing Element to the state Department of Housing and Community Development and hope to have it finalized 3rd quarter 2023.
- Staff continued to respond to unprecedented development activity and customer inquiries with improved efficiency and enhanced customer service with shifts to more on-line and virtual services as a result of state legislation requiring permit streamlining.

Goals for FY 2023/25:

- Provide substantive revisions to the Development Code to address State law, the General Plan and improvement to customer service
- Develop and implement strategies to encourage development and community capital investment in the downtown, in industrial zones and infill properties.
- Implement improvements to the development review and permitting process from results identified in the consultant study.
- Work to complete the Housing Element in compliance with State law, by 3rd quarter 2023.
- Provide staff support to Administration and other City Departments.
- Continue to aggressively seek grant opportunities to enhance programs, services and improve community assets and infrastructure
- Identify county properties that should be annexed or expanded into the city's sphere of influence.
- Complete the recruitment for Associate Planner, Management Analyst and Community Development Technician vacancies.
- Coordinate funding and partnership opportunities for the development of housing and services for homeless and at-risk populations.

The department budget has significant General Fund activity that is largely supported with fees charged for services provided to builder and developers directly related to their project development. The department activities include the following specific areas:

Advanced/Long-Range Planning
Description: This area includes development, updates and compliance with the City General Plan, State laws, implementation of various adopted Plans and Ordinances.

Special Projects
Description: To provide planning services for the processing and implementation of special/high-visibility projects that enhance the community.

Division Administration
The Planning Division includes four staff. The role of day-to-day management is overseen by the Planning & Economic Development Manager who manages departmental functions, maintains planning files, assigns staff projects and ensures compliance with State, regional and local mandated planning programs/regulations. Staff support includes: Associate Planner, Assistant Planner and a Community Development Technician.

Budget Commentary: The Planning Division continues to rely less on consulting services and will continue to work on recruitment, growing staff capacity, improving cost-recovery on development projects, streamlining processes to increase efficiency, and identifying cost-effective methods for

professional development in order to increase planning staff's capacity and technical expertise.

The largest budget item includes $4,000 each year for dues and subscriptions for membership to professional association. In addition, $3,000 has been budgeted each fiscal year for Professional/Contract Services-Other for stabilization in contract services.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 3001 - PLANNING							
Fund: 100 - GENERAL							
100-5-3001-001	SALARIES-FULL TIME	482,146	468,607	502,809	367,744	607,900	650,638
100-5-3001-002	SALARIES-PART TIME	700	700	-	-	-	-
100-5-3001-003	SALARIES-OVERTIME	-	-	-	55	-	-
100-5-3001-004	LEAVE CASH OUT	6,875	2,094	2,907	1,564	3,683	3,830
100-5-3001-021	CAR ALLOWANCE	4,249	5,121	4,200	5,412	6,300	6,300
100-5-3001-041	CAFETERIA ALLOWANCE	59,343	68,714	139,200	50,648	99,600	106,060
100-5-3001-042	RETIREMENT	82,710	39,063	48,619	30,855	61,441	66,113
100-5-3001-043	WORKERS COMP	8,776	6,291	6,156	3,317	7,537	8,314
100-5-3001-044	MEDICARE	7,455	7,332	8,300	5,705	10,403	11,119
100-5-3001-046	LONG TERM DISABILITY	2,217	2,103	2,873	1,628	3,071	3,289
100-5-3001-047	RETIREMENT - PERS UNFUNDED AC	-	75,329	82,458	84,775	100,903	115,465
100-5-3001-049	CELL PHONE ALLOWANCE	1,214	1,209	-	1,108	-	-
100-5-3001-050	GROUP LIFE INSURANCE	-	57	-	1,003	-	-
100-5-3001-103	DUES & SUBSCRIPTIONS	50	1,735	3,500	3,182	4,000	2,320
100-5-3001-120	SUPPLIES-OFFICE	1,352	6,604	5,500	4,961	3,000	3,000
100-5-3001-129	SUPPLIES-OTHER	32	107	-	-	-	-
100-5-3001-150	RECOGNITIONS/AWARDS	-	1,044	1,000	-	600	600
100-5-3001-203	PROF/CONTR SVCS-LEGAL	20,425	18,628	-	-	-	-
100-5-3001-209	PROF/CONTR SVCS-OTHER	7,238	400	39,000	-	3,000	3,000
100-5-3001-215	PROF/CONTR SVCS-PLANNING	-	-	1,500	-	-	-
100-5-3001-230	LEGAL ADVERTISING	5,411	5,341	3,000	2,107	1,500	1,500
100-5-3001-231	MISC ADVERTISING/PROMO	-	-	450	96	200	200
100-5-3001-232	DEVEL/ATTY REIMB (FUND 800)	-	-	-	1,574	-	-
100-5-3001-241	PRINTING & BINDING-EXTERNAL	391	54	200	104	100	100
100-5-3001-352	TRAINING/WORKSHOPS/MEETINGS	444	118	2,500	1,293	2,500	2,500
100-5-3001-354	PLANNING COMMISSION EXPENSES	-	-	-	-	-	-
100-5-3001-360	EDUCATIONAL REIMBURSEMENT	-	1,781	1,700	934	2,000	2,000
Fund: 100 - GENERAL Total:		**691,028**	**712,431**	**855,872**	**568,064**	**917,737**	**986,346**
Fund: 319 - MISC STATE GRANTS							
319-5-3001-199	MISCELLANOUS EXPENDITURE	-	620,522	879,478	638,977	-	-
Fund: 319 - MISC STATE GRANTS Total:		**-**	**620,522**	**879,478**	**638,977**	**-**	**-**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-3001-001	SALARIES-FULL TIME	-	8,847	-	-	-	-
412-5-3001-042	RETIREMENT	-	2,000	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**10,847**	**-**	**-**	**-**	**-**
Fund: 800 - MISC DEPOSITS							
800-5-3001-215	PROF/CONTR SVCS-PLANNING	-	58,940	45,664	34,664	150,000	150,000
Fund: 800 - MISC DEPOSITS Total:		**-**	**58,940**	**45,664**	**34,664**	**150,000**	**150,000**
Department: 3001 - PLANNING Total:		**691,028**	**1,402,741**	**1,781,013**	**1,241,705**	**1,067,737**	**1,136,346**

Building & Safety and Housing Code Enforcement Programs

Division Responsibilities
Oversight of the planning, construction, maintenance, and alterations of all structures and buildings on private property. The ultimate goal is to ensure the safety and well-being of all citizens and visitors and to increase property values in the City. This includes the review of plans for compliance with National, State, and Local codes; the issuance of building, plumbing, electrical, and mechanical permits; the performance of inspections during the construction process; emergency inspections; maintenance of building records and plans; and the administration of general building and construction information.

As a function of the Building & Safety Division, the Code Compliance team helps maintain and improve the quality of Santa Paula's neighborhoods by operating programs that ensure public compliance with the City's Municipal Code. Additionally, we respond to customer complaints of potential Municipal, Building, Zoning and Health and Safety Code violations and initiate fair and unbiased enforcement action to correct those violations and educate property owners to maintain code compliance.

Division Objectives
To provide minimum standards to safeguard life, health, property, and public welfare, by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures. Residents within the City should be protected or benefited by these standards or by the regulation imposed.

The Building & Safety Division is comprised of two program areas: Housing Code Enforcement and New Construction. All staff is funded by the General Fund or code enforcement revenue.

Accomplishment for FY 2022/23;

- 127 certificates of occupancy issued; 126 single-family and 1 commercial/industrial project
- 10 closed code cases
- The department contracted for Building Official/Senior Building Inspector and Code inspector positions to backfill vacancies.
- The department coordinated with the Public Works Department to initiate development engineering contractual services for plan check and inspection.
- Developed process improvement to address the increased residential development activity and construction in the coming year (Arbor Executive Homes, Williams Homes and East Area1)

Goals for FY 2023/25;

- Continue code and process improvements that will streamline the development process (including improvements to on-line permitting digital plan check services)
- Develop and implement comprehensive strategies that will encourage economic development and job creation.
- Identify means and methods to streamline the review and approval process for ADUs and affordable housing projects.
- Continuously improve proactive code enforcement and improve community education and outreach regarding compliance
- Improve the tracking of development activity to provide better metrics for fiscal forecasting.
- Implement improvements to the development review and permitting process from results identified in the consultant study to better facilitate a permitting "one stop shop".
- Complete the recruitment for Building inspector I and Administrative Analyst I.

Division Administration
The Building and Safety and Code Division includes five staff: Chief Building Official, one Building Inspector I, a Permit Technician, an Administrative Analyst I and an Administrative Assistant. The budget will also support a full-time Code Enforcement Inspector and funding for code compliance community outreach and education utilizing Measure T Funds. In addition, as needed, the division utilizes outside contract consultants for building plan review.

Budget Commentary: For FY 23-24 and FY 24-25 an allocation of $80,000 respectively, for Professional/Contract Services-Other. Professional services from Interwest Consulting Group provide a diverse scope of community development services and building plan check. In addition, Willdan Engineering and m6 Engineering, will provide building and engineering inspections and plan reviews for development projects.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 1001 - B&S-BUILDING							
Fund: 100 - GENERAL							
100-5-1001-001	SALARIES-FULL TIME	204,821	213,260	271,362	199,439	314,228	335,448
100-5-1001-003	SALARIES-OVERTIME	-	317	-	-	-	-
100-5-1001-004	LEAVE CASH OUT	7,873	4,065	2,073	3,514	3,633	3,887
100-5-1001-041	CAFETERIA ALLOWANCE	41,496	40,831	64,800	37,716	67,800	74,100
100-5-1001-042	RETIREMENT	77,568	21,290	35,979	19,849	38,177	41,158
100-5-1001-043	WORKERS COMP	8,827	7,104	13,062	6,979	11,739	13,132
100-5-1001-044	MEDICARE	3,538	3,690	4,892	3,205	5,609	6,011
100-5-1001-046	LONG TERM DISABILITY	976	988	1,684	926	1,569	1,684
100-5-1001-047	RETIREMENT - PERS UNFUNDED AC	-	109,055	119,380	122,735	151,107	173,642
100-5-1001-048	CLOTHING ALLOWANCE	1,862	1,005	1,430	673	1,150	1,150
100-5-1001-049	CELL PHONE ALLOWANCE	1,351	844	-	990	-	-
100-5-1001-050	GROUP LIFE INSURANCE	-	28	-	585	-	-
100-5-1001-103	DUES & SUBSCRIPTIONS	-	780	1,200	445	1,200	1,200
100-5-1001-120	SUPPLIES-OFFICE	1,466	4,552	1,200	1,175	1,200	1,200
100-5-1001-121	SUPPLIES-CLOTHING/UNIFORMS	410	745	600	1,226	1,000	1,000
100-5-1001-129	SUPPLIES-OTHER	1,387	508	1,000	3,448	1,200	1,200
100-5-1001-209	PROF/CONTR SVCS-OTHER	72,738	192,335	205,000	160,728	80,000	80,000
100-5-1001-227	PROF/CONTR-TEMP PERSONNEL	-	58,438	-	-	-	-
100-5-1001-231	MISC ADVERTISING/PROMO	-	-	-	-	-	-
100-5-1001-241	PRINTING & BINDING-EXTERNAL	873	596	600	1,335	500	500
100-5-1001-301	MAINT-BLDGS & IMPROVEMENTS	-	300	-	-	-	-
100-5-1001-305	VEHICLE FUEL	2,394	1,822	2,000	2,746	2,500	2,500
100-5-1001-307	EQUIPMENT MAINTENANCE CHARG	17,912	22,199	21,914	-	15,653	16,311
100-5-1001-352	TRAINING/WORKSHOPS/MEETINGS	1,024	1,198	3,000	-	4,000	4,000
Fund: 104 - GENERAL FUND-MEASURE T Total:		**446,515**	**685,949**	**751,177**	**567,715**	**702,266**	**758,125**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-1001-001	SALARIES-FULL TIME			-	-	65,406	71,334
104-5-1001-003	SALARIES-OVERTIME			-	-	-	-
104-5-1001-004	LEAVE CASH OUT			-	-	-	-
104-5-1001-041	CAFETERIA ALLOWANCE			-	-	16,800	18,600
104-5-1001-042	RETIREMENT			-	-	8,541	9,337
104-5-1001-043	WORKERS COMP			-	-	802	903
104-5-1001-044	MEDICARE			-	-	1,192	1,304
104-5-1001-046	LONG TERM DISABILITY			-	-	327	357
104-5-1001-047	RETIREMENT - PERS UNFUNDED ACCRUED LIABILITY			-	-	1,444	1,523
104-5-1001-048	CLOTHING ALLOWANCE			-	-	-	-
104-5-1001-049	CELL PHONE ALLOWANCE			-	-	-	-
104-5-1001-050	GROUP LIFE INSURANCE			-	-	-	-
104-5-1001-209	PROF/CONTR SVCS-OTHER			-	-	40,488	31,642
Fund: 104 - GENERAL FUND-MEASURE T Total:		**-**	**-**	**-**	**-**	**135,000**	**135,000**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-1001-001	SALARIES-FULL TIME	-	3,041	-	-	-	-
412-5-1001-042	RETIREMENT	-	1,490	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**4,531**	**-**	**-**	**-**	**-**
Department: 1001 - B&S-BUILDING Total:		**446,515**	**690,481**	**751,177**	**567,715**	**837,266**	**893,124**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 1002 - B&S-HOUSING CODE ENFORC							
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-1002-042	RETIREMENT	-	10	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**10**	**-**	**-**	**-**	**-**
Fund: 450 - HUD- CDBG							
450-5-1002-001	SALARIES-FULL TIME	15,154	1,135	-	-	-	-
450-5-1002-041	CAFETERIA ALLOWANCE	633	62	-	-	-	-
450-5-1002-042	RETIREMENT	39,082	69	-	-	-	-
450-5-1002-043	WORKERS COMP	824	50	-	-	-	-
450-5-1002-044	MEDICARE	199	16	-	-	-	-
450-5-1002-046	LONG TERM DISABILITY	58	4	-	-	-	-
450-5-1002-048	CLOTHING ALLOWANCE	-	-	-	-	-	-
450-5-1002-049	CELL PHONE ALLOWANCE	-	-	-	-	-	-
450-5-1002-050	GROUP LIFE INSURANCE	-	0	-	-	-	-
Fund: 450 - HUD- CDBG Total:		**55,950**	**1,337**	**-**	**-**	**-**	**-**
Department: 1002 - B&S-HOUSING CODE ENFORC Total:		**55,950**	**1,347**	**-**	**-**	**-**	**-**

Economic Development Programs

Division Responsibilities
Outreach to, and collaboration with, organizations and businesses to act in the interest of local businesses, seek new economic opportunities, and develop new partnerships to drive local economic growth.

Division Objectives:
Addresses the needs of the business community and the economic vitality through the application of the following activities:

- Business Attraction – outreach to attract businesses to relocate to Santa Paula
- Business Creation – encouraging entrepreneurship and the development of new businesses and employment
- Retention and Expansion – enhancing existing businesses and employers
- Marketing and Promotion – minimize employment and sales tax leakage and attract outside investment and visitors

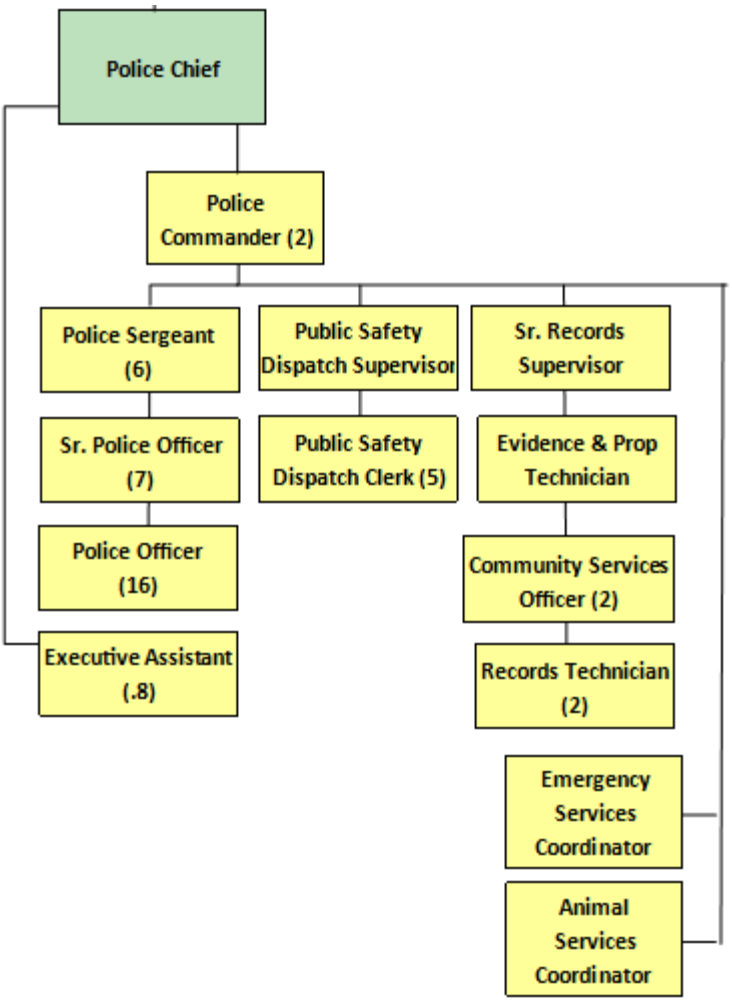
Accomplishments for FY 2022/23:
- Developed a city-wide Economic Development Strategic Plan that correlates to the City Council Strategic Goals
- Initiated changes to the land use code to provide more options for housing and infill development.
- Developed a comprehensive property inventory for the Downtown District to market development opportunities
- Collaborated with the Chamber of Commerce and the Economic Development Collaborative (EDC) on business assistance, training and community marketing.
- Provided staff support for the Business Improvement District (PBID)
- Continued to improve the development review and application process to streamline projects
- Collaboration with local partners to set the foundation for the Arte y Cultura Collectiva de Santa Paula

Goals for FY 2023/25
- Continue outreach and promotion of development opportunities for infill housing development
- Implement and continuously improve the economic development strategic plan
- Initiate a citywide business outreach program to address business retention and expansion
- Develop a comprehensive list of commercial, retail and industrial sites and work with real estate brokers and property owners to promote them on the City's web site
- Collaborate with property-owners on the identification and attraction of retail and service business in the East Area Gateway area
- Continue to work with the county and developers to realize the new county medical campus
- Coordinate with the Ventura Community College District on opportunities for expanded facilities
- Support the Cultural Arts Council on the promotion of arts, history and cultural assets including public art, architecture, museums and local events
- Identify opportunities to collaborate with local and regional partners (EDC, Heritage Valley Tourism, Chamber of Commerce, Latino Town Hall, Cultural Arts, SPUSD, VCCCD) to provide assistance to businesses and promote community assets and events
- Identify options for highest and best use of underutilized city-owned properties to generate tax revenue and employment opportunities

Division Administration
The Economic Development Division includes the Community and Economic Development Director and the Planning and Economic Development Manager with ancillary support from Community & Economic Development Department Staff. In an effort to focus on business assistance, retention and outreach, the Division will collaborate with regional partners (Chamber of Commerce, Economic Development Collaborative) and utilize consultants and part-time technical assistance.

Budget Commentary: Expenses related to Economic Development include contractual services for consultants to assist with business outreach, market analysis and business development strategies. In the future, as the revenue opportunities and program demands increase, consultant support will be replaced by full time staff. The largest budget items include $60,000 for a citywide wayfinding design contract in year one and $26,000 in year one and two for economic development analytics software to support business retention and attraction efforts.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 3002 - ECONOMIC DEVELOPMENT							
Fund: 100 - GENERAL							
100-5-3002-209	PROF/CONTR SVCS-OTHER	19,555	26,891	77,676	39,017	70,000	30,000
Fund: 100 - GENERAL Total:		**19,555**	**26,891**	**77,676**	**39,017**	**70,000**	**30,000**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-3002-199	SUSPENSE - EXPENDITURE	-	-	175,000	-	-	-
412-5-3002-209	PROF/CONTR SVCS-OTHER	-	24,441	165,559	2,139	10,000	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**24,441**	**340,559**	**2,139**	**10,000**	**-**
Department: 3002 - ECONOMIC DEVELOPMENT Total:		**19,555**	**51,332**	**418,235**	**41,156**	**80,000**	**30,000**



Department Mission: The Santa Paula Police Department is committed to working collaboratively with the community to safeguard life and property, while building trust, embracing diversity, reducing crime, and enhancing quality of life through cooperative problem solving and embracing community engagement.

Department Core Services: The Police Department is responsible for all public safety and the protection of life and property in the City of Santa Paula. The Department provides a full range of law enforcement service to the public within the jurisdiction of the City of Santa Paula. The City of Santa Paula Police Department is led by Interim Chief of Police Don Aguilar and his executive staff. The Police Department is currently comprised of 31 sworn Officers, 1 Reserve Police Officer, 7 Professional supporting staff, 3-part time supporting staff and several other volunteers. An ongoing recruitment for additional full time Police Officers, dispatchers and community service offices is currently in action.

Accomplishments in 2022/23:

- Recruitment process to seek out and hire a permanent Chief of Police
- Successfully transition from a Pandemic Plan to restore regular daily services and operations
- Re-establish community engagement and crime victim-centered support

Top Priorities FY 2023/25: The following goals and objectives have been adopted to focus on over the coming fiscal year 2023/25:

- Quality of Life – Continue to actively enforce quality of life issues with specific emphasis on our homeless population
- Continue proactive community engagement to prevent crime
- Implement new Computer Aided Dispatch (CAD) / Records Management System (RMS) merger
- Crime Analysis – Establish monthly crime statistics / trend reporting and establish Traffic Management Plan
- Strategic Plan – The department created a two-year Strategic Plan. The plan will serve as a roadmap for our service delivery to the community
- Actively recruit and expand the use of volunteers in areas such as Citizens Patrol, Station Volunteers, Reserve Police Officers, and Law Enforcement Explorers
- Launch a Citizens Academy to help better educate the community on the functions and responsibilities of the police department
- Facility Improvements – Begin Phase 1 of fencing project Police Station / City Staff parking lot

Departmental Strategic Goals for FY 2023/24 through 2024/25:

- Work with Ventura County stakeholders to assess homelessness
- Continue updating police station with additional phases of improvements for the Property Room, Detective Bureau, Patrol and Administrative areas
- Focus on finding solutions to continue reducing violent crimes and property crimes
- Utilize technology to enhance customer service, crime scene and traffic investigations, and Automated License Plate Reader (ALPR) to solve local/regional serious crime events
- Enhance the Neighborhood Watch Program with renew the Citizen Patrol volunteer program and create an Academy for residents
- Continue recruitment for all vacant staffing positions until all positions are filled and fully staffed

Budget Commentary: Training was identified as focus to remain in compliance. In addition to mandated training compliance, assessment of all personnel identified a need to provide police employees with desirable and essential training to advance skills.

- Training Audits
- Provide updated patrol training at each patrol briefing
- Supervisory/Leadership training
- Current case law and updated legislative update review

Police Administration

Program Description: The Police Administration consists of the Chief of Police, Patrol Commander, Support Services Commander, Administrative Sergeant and Executive Assistant. The Chief of Police serves as the Department's General Manager, oversees the day-to-day operations and is overall in charge of the Department. The Patrol Services Commander oversees the day-to-day operations of the uniformed Patrol Division, Specialized Units and the Communications Unit. The Support Services Commander oversees the operations of the Detective Unit, and all non-sworn support staff. The Administrative Sergeant oversees the School Resource Program, Traffic Unit, Professional Standard Investigations, Training and scheduling. The Executive Assistant provides support to the Chief of Police. Administration oversees all department personnel, sets policy and defines procedures for police operations, develops and implements programs, and oversees all operational areas of the agency.

Program Core Services: The Police Chief sets the training and performance standards for Department personnel. He oversees the development and implementation of crime prevention programs and other services to the community as well as to ensure the integrity of the agency through oversight and ongoing internal review of operations.

Accomplishments in 2022/23:

- Assigned the Administrative Sergeant as Acting Commander due to executive staff vacancy.
- Hired an Emergency Services Coordinator for the City.
- Continued the recruitment / hiring process for Police Officers, Dispatchers, Property Room Evidence Technician, Policed Commander, and Community Service Officer

Top Priorities for FY 2023/25:

Police Administration's goals and objectives include:

- Build a trusted police department to support the community
- Aggressively seek out grant opportunities for traffic safety
- Launch administrative and liability-based tracking program (IAPRO) to help better monitor officers' activity and track Use of Force matters
- Commitment of community involvement by engaging in dialogue with the community through outreach, meetings and City events
- Reduction of violent crime and property crime through intelligence-based policing
- Redesign, expand and consistently maintain the Department's website, social media platforms.
- Launch a Community online reporting system in English and Spanish
- Increase community outreach with emergency preparedness meetings and assist Citizen Corps with increasing the number of Community Emergency Response Team (CERT) members.
- Provide disaster preparedness training with City employees and establish pool of certified Disaster Service Workers (DSW).

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Budget Commentary: For FY 23-24 and FY 24-25, contracted two Police School Resource Officers (SRO's) assigned to the Santa Paula Unified School District for nine months. SRO's are similar to regular

police officers in that they have the ability to make arrests, respond to calls for services, and document student incidents.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4508 - POLICE-SCHOOL RESOURCE OFFICERS							
Fund: 100 - GENERAL							
100-5-4508-001	SALARIES-FULL TIME	131,939	146,101	140,191	135,488	155,947	161,791
100-5-4508-003	SALARIES-OVERTIME	51,976	50,440	-	43,550	-	-
100-5-4508-004	LEAVE CASH OUT	-	-	1,263	4,577	3,936	4,094
100-5-4508-041	CAFETERIA ALLOWANCE	27,038	27,837	27,941	25,804	29,522	29,522
100-5-4508-042	RETIREMENT	53,186	23,369	25,428	19,963	28,851	29,990
100-5-4508-043	WORKERS COMP	19,005	17,964	14,677	17,542	18,706	20,040
100-5-4508-044	MEDICARE	2,654	2,881	2,091	2,648	2,790	2,877
100-5-4508-046	LONG TERM DISABILITY	792	851	680	756	757	785
100-5-4508-047	RETIREMENT - PERS UNFUNDED AC	-	46,011	51,131	52,568	55,062	61,953
100-5-4508-048	CLOTHING ALLOWANCE	2,733	3,058	2,726	2,804	3,037	3,037
100-5-4508-050	GROUP LIFE INSURANCE	-	25	-	439	-	-
100-5-4508-209	PROF/CONTR SVCS-OTHER	-	-	800	-	-	-
100-5-4508-352	TRAINING/WORKSHOPS/MEETINGS	-	-	1,000	44	-	-
Fund: 100 - GENERAL Total:		**289,324**	**318,537**	**267,928**	**306,183**	**298,608**	**314,089**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-4508-041	CAFETERIA ALLOWANCE	169	-	-	-	-	-
104-5-4508-042	RETIREMENT	12	-	-	-	-	-
104-5-4508-043	WORKERS COMP	18	-	-	-	-	-
104-5-4508-044	MEDICARE	2	-	-	-	-	-
104-5-4508-046	LONG TERM DISABILITY	1	-	-	-	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**202**	**-**	**-**	**-**	**-**	**-**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-4508-001	SALARIES-FULL TIME	-	2,493	-	-	-	-
412-5-4508-042	RETIREMENT	-	13	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**2,506**	**-**	**-**	**-**	**-**
Department: 4508 - POLICE-SCHOOL RESOURCE OFFICER		**289,526**	**321,043**	**267,928**	**306,183**	**298,608**	**314,089**

Budget Commentary: For FY 23-24 and FY 24-25, the Administrative Division of the police department has allocated $1,800 for Dues and Subscriptions to professional groups such as IACP Net, which helps police leaders make informed, data-driven decisions through intuitive online resources and information. As well as $42,000 for range training equipment. This department also covers the expenses related to maintenance of equipment such as vehicles that is used to fund the Internal Service Fund Equipment Maintenance. New to this year's budget is $26,520 for software intended to create efficiencies in the department, such as Cop Logic and Crime Analysis Software.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4501 - POLICE-ADMINISTRATION							
Fund: 100 - GENERAL							
100-5-4501-001	SALARIES-FULL TIME	297,214	410,735	408,666	412,931	445,503	473,478
100-5-4501-002	SALARIES-PART TIME	35,188	36,204	42,684	33,681	47,221	49,099
100-5-4501-003	SALARIES-OVERTIME	25,316	11,601	213,900	3,021	-	-
100-5-4501-004	LEAVE CASH OUT	-	9,511	1,519	35,627	8,985	9,499
100-5-4501-041	CAFETERIA ALLOWANCE	30,277	49,006	39,376	42,906	46,356	46,356
100-5-4501-042	RETIREMENT	217,378	81,559	88,405	80,766	95,707	101,841
100-5-4501-043	WORKERS COMP	33,997	43,461	69,987	34,534	54,308	59,482
100-5-4501-044	MEDICARE	5,663	7,647	10,001	5,785	8,003	8,444
100-5-4501-045	UNEMPLOYMENT	3,246	80	-	-	-	-
100-5-4501-046	LONG TERM DISABILITY	1,244	1,909	3,174	1,786	2,376	2,522
100-5-4501-047	RETIREMENT - PERS UNFUNDED AC	-	212,250	239,964	246,707	255,002	293,652
100-5-4501-048	CLOTHING ALLOWANCE	4,659	5,753	3,511	4,317	3,886	3,886
100-5-4501-049	CELL PHONE ALLOWANCE	2,488	3,775	-	3,215	-	-
100-5-4501-050	GROUP LIFE INSURANCE	-	56	-	1,092	-	-
100-5-4501-101	POSTAGE	207	79	200	168	200	200
100-5-4501-103	DUES & SUBSCRIPTIONS	1,628	2,777	1,800	336	1,130	1,130
100-5-4501-120	SUPPLIES-OFFICE	1,095	994	4,500	3,689	4,500	4,500
100-5-4501-121	SUPPLIES-CLOTHING/UNIFORMS	516	429	750	1,813	1,000	1,000
100-5-4501-125	SUPPLIES-EMERGENCY PREP	-	-	8,000	-	8,000	8,000
100-5-4501-129	SUPPLIES-OTHER	4,736	1,987	4,100	5,045	4,500	4,500
100-5-4501-150	RECOGNITIONS/AWARDS	240	906	1,000	999	2,300	2,300
100-5-4501-203	PROF/CONTR SVCS-LEGAL	16,345	-	-	-	-	-
100-5-4501-207	PROF/CONTR-COMPUTER/SOFTWA	-	5,760	69,080	9,475	37,420	37,420
100-5-4501-209	PROF/CONTR SVCS-OTHER	37,929	39,912	57,834	53,385	42,000	42,000
100-5-4501-217	PROF/CONTR SVCS-GEN INVEST	75	159	-	-	-	-
100-5-4501-218	PROF/CONTR SVCS-PSYCHOLOGICA	450	1,600	1,500	-	3,500	3,500
100-5-4501-227	PROF/CONTR-TEMP PERSONNEL	-	-	3,600	2,333	12,000	-
100-5-4501-231	MISC ADVERTISING/PROMO	210	2,205	3,500	-	2,000	2,000
100-5-4501-241	PRINTING & BINDING-EXTERNAL	161	-	500	238	500	500
100-5-4501-301	MAINT-BLDGS & IMPROVEMENTS	2,955	2,172	2,500	1,865	2,500	2,500
100-5-4501-303	MAINT-OFFICE EQUIPMENT	798	-	2,000	-	1,500	1,500
100-5-4501-305	VEHICLE FUEL	7,114	10,820	5,775	10,518	11,902	12,497
100-5-4501-307	EQUIPMENT MAINTENANCE CHARG	14,947	18,499	18,262	-	21,243	22,137
100-5-4501-352	TRAINING/WORKSHOPS/MEETINGS	3,927	6,731	28,500	7,307	8,500	8,500
100-5-4501-610	EQUIPMENT NEW	-	71,507	118,948	4,423	-	-
Fund: 100 - GENERAL Total:		**750,004**	**1,040,085**	**1,453,536**	**1,007,961**	**1,132,042**	**1,202,442**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
	Fund: 104 - GENERAL FUND-MEASURE T						
104-5-4501-001	SALARIES-FULL TIME	220,392	150,647	177,836	48,461	240,024	264,050
104-5-4501-003	SALARIES-OVERTIME	19,227	5,773	-	4,529	-	-
104-5-4501-004	LEAVE CASH OUT	-	4,915	499	16,042	3,800	4,150
104-5-4501-041	CAFETERIA ALLOWANCE	19,183	16,196	28,963	3,317	31,151	31,151
104-5-4501-042	RETIREMENT	147,238	30,037	40,753	8,769	42,712	47,217
104-5-4501-043	WORKERS COMP	26,231	12,982	17,494	6,873	20,717	23,572
104-5-4501-044	MEDICARE	3,784	2,493	3,344	1,036	4,024	4,377
104-5-4501-046	LONG TERM DISABILITY	955	646	1,148	176	1,166	1,284
104-5-4501-047	RETIREMENT - PERS UNFUNDED AC	-	87,149	91,956	94,540	96,457	115,941
104-5-4501-048	CLOTHING ALLOWANCE	2,753	2,220	2,116	466	2,539	2,539
104-5-4501-049	CELL PHONE ALLOWANCE	1,629	1,061	-	373	-	-
104-5-4501-050	GROUP LIFE INSURANCE	-	20	-	105	-	-
104-5-4501-209	PROF/CONTR SVCS-OTHER			38,766	42,515		
104-5-4501-227	PROF/CONTR-TEMP PERSONNEL	-	-	11,400	7,387	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**441,391**	**314,138**	**414,274**	**234,589**	**442,590**	**494,282**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-4501-001	SALARIES-FULL TIME	-	7,129	-	-	-	-
412-5-4501-002	SALARIES-PART TIME	-	798	-	-	-	-
412-5-4501-042	RETIREMENT	-	1,000	-	-	-	-
412-5-4501-610	EQUIPMENT-NEW	-	48,407	235,088	185,746	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**57,334**	**235,088**	**185,746**	**-**	**-**
Department: 4501 - POLICE-ADMINISTRATION Total:		**1,191,395**	**1,411,558**	**2,102,898**	**1,428,296**	**1,574,632**	**1,696,724**

Patrol Division

Program Description: The Patrol Division is supervised by the Police Commander and assisted by 4 patrol Sergeants. The responsibilities of uniformed field services such as roving patrol in marked police units, foot patrol, and bicycle patrol, school resource officers, cadets and the K-9 teams fall under the four Patrol Sergeants. The Patrol Division is currently staffed with 20 sworn Officers that are deployed with 4 sergeants, 4 senior officers, and 7 full time police officers of which 2 are K-9 officers, 2 are school resource officers and 1 traffic motor officer. The Reserve Police Unit is currently staffed by 1 Reserve Officer. The Police Reserve Unit has an authorized strength of 30 officers and is a critical element in providing support to patrol services. A recruitment to fill the reserve vacancies is ongoing.

Program Core Services: To provide uniform patrol in the city, discover crime and community hazards, provide quality of life enforcement services, arrest offenders, initiate crime reports, collect and present evidence, appear in court, handle special events and emergencies and enforce traffic laws, municipal and state laws. Reduce crime by identifying crime trends and strategizing enforcement plans.

Accomplishments in 2022/23:

- Two new police officers completed field training and are now patrolling the streets as solo officers
- Provided department-wide training on department policies and procedures through the LEXIPOL policy management system
- Utilized an Office of Traffic Safety Grant to complete a DUI (Driving Under the Influence) checkpoint, provided DUI education to the community and trained 3 officers in DUI

Top Priorities for FY 2023/24 through 2024/25:

- Reduce crime through collaboration from Patrol, Investigations, and Special Enforcement Bureaus
- Provide high visibility foot patrols in the downtown areas, addressing business owner concerns and homeless issues
- Work collaboratively with the Spirit of Santa Paula Homeless Shelter and continue conducting Backpack medicine programs to better help our homeless population obtain services
- Create promotional training and mentoring opportunities for staff
- Expand the numbers of Field Training Officers to maximize field training availability on all patrol schedules
- Perform regular audits of patrol operations to ensure accountability and policy compliance
- Continue enforcement of parking violations by utilizing police cadets and citizen patrol volunteers
- Work with the City Manager's office to secure grants for various law enforcement programs to enhance our Community Policing efforts
- Provide Victim Centered Training
- Train five officers in Basic Traffic Investigation
- Train three officers in Intermediate Traffic Investigation

Budget Commentary: For FY 23-24 and FY 24-25, Equipment – New, the budget provides for four new vehicles through a lease-to-own arrangement.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4502 - POLICE-PATROL							
Fund: 100 - GENERAL							
100-5-4502-001	SALARIES-FULL TIME	1,129,378	1,375,784	1,394,954	1,495,593	1,276,087	1,507,466
100-5-4502-002	SALARIES-PART TIME	34,469	36,348	46,533	18,086	37,203	38,092
100-5-4502-003	SALARIES-OVERTIME	414,559	301,570	242,971	303,976	666,608	666,608
100-5-4502-004	LEAVE CASH OUT	18,792	28,929	9,861	20,170	24,370	28,028
100-5-4502-040	GYM MEMBERSHIP	-	-	-	-	-	-
100-5-4502-041	CAFETERIA ALLOWANCE	228,465	250,358	271,016	235,793	191,737	213,686
100-5-4502-042	RETIREMENT	386,353	194,295	207,901	195,164	205,231	237,297
100-5-4502-043	WORKERS COMP	169,884	170,294	174,496	166,726	240,801	276,899
100-5-4502-044	MEDICARE	24,831	27,407	24,956	26,090	32,201	35,982
100-5-4502-045	UNEMPLOYMENT	1,258	5	-	-	-	-
100-5-4502-046	LONG TERM DISABILITY	6,813	7,278	8,086	7,643	9,693	10,832
100-5-4502-047	RETIREMENT - PERS UNFUNDED AC	-	153,751	171,744	176,570	247,115	281,105
100-5-4502-048	CLOTHING ALLOWANCE	24,547	27,741	26,785	23,589	24,736	27,672
100-5-4502-049	CELL PHONE ALLOWANCE	-	300	-	277	-	-
100-5-4502-050	GROUP LIFE INSURANCE	-	225	-	4,541	-	-
100-5-4502-101	POSTAGE	18	11	100	-	100	100
100-5-4502-103	DUES & SUBSCRIPTIONS	-	-	250	-	250	250
100-5-4502-120	SUPPLIES-OFFICE	89	49	1,500	232	500	500
100-5-4502-121	SUPPLIES-CLOTHING/UNIFORMS	1,551	2,922	2,500	2,099	2,500	2,500
100-5-4502-123	SUPPLIES-SHOP & FIELD	30,113	2,192	30,000	17,348	30,000	30,000
100-5-4502-124	SUPPLIES-SAFETY	12,200	7,581	14,000	13,465	15,000	10,000
100-5-4502-129	SUPPLIES-OTHER	2,562	4,340	2,000	4,412	3,000	3,000
100-5-4502-133	SUPPLIES-JAIL EQUIPMENT	343	-	-	-	-	-
100-5-4502-135	K-9 EXPENDITURES	10,545	8,035	15,000	9,577	15,000	15,000
100-5-4502-179	MINOR EQUIPMENT-OTHER	-	-	1,000	524	1,000	1,000
100-5-4502-207	PROF/CONTR-COMPUTER/SOFTWA	40,037	35,227	19,089	23,076	52,400	30,000
100-5-4502-209	PROF/CONTR SVCS-OTHER	10,454	17,443	20,000	12,183	20,000	20,000
100-5-4502-212	PROF/CONTR SVCS-TRAINING, ETC	599	13,215	2,500	-	2,500	2,500
100-5-4502-214	PROF/CONTR SVCS-MEDICAL	-	-	2,500	1,127	1,000	1,000
100-5-4502-231	MISC ADVERTISING/PROMO	3	-	-	-	-	-
100-5-4502-241	PRINTING & BINDING-EXTERNAL	-	245	2,000	-	1,000	1,000
100-5-4502-251	SVCS-TOWING AND STORAGE	4,035	5,050	6,000	-	6,000	6,000
100-5-4502-301	MAINT-BLDGS & IMPROVEMENTS	337	3,214	1,000	-	1,000	1,000
100-5-4502-304	MAINT-VEHICLES, EQUIPMENT	16,976	-	-	-	-	-
100-5-4502-305	VEHICLE FUEL	64,543	73,220	67,000	72,190	80,542	84,569
100-5-4502-307	EQUIPMENT MAINTENANCE CHARG	201,854	230,189	248,363	1,062	251,031	279,062
100-5-4502-321	RESERVE OFFICER EXPENSES	5,280	2,160	10,000	480	2,500	2,500
100-5-4502-322	CITIZEN PATROL/EXPLORER EXPENS	14,781	3,673	15,000	8,526	-	-
100-5-4502-352	TRAINING/WORKSHOPS/MEETINGS	17,447	55,055	30,000	25,730	30,000	30,000
100-5-4502-360	EDUCATIONAL REIMBURSEMENT	11,277	4,795	13,500	1,242	13,500	13,500
100-5-4502-370	LEASE/RENTAL	24,815	15,990	10,636	5,210	11,000	11,000
100-5-4502-610	EQUIPMENT-NEW	100,042	23,479	92,724	20,998	154,000	70,000
Fund: 100 - GENERAL Total:		**3,009,249**	**3,082,368**	**3,185,963**	**2,893,697**	**3,649,604**	**3,938,149**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
	Fund: 104 - GENERAL FUND-MEASURE T						
104-5-4502-001	SALARIES-FULL TIME	489,609	452,602	440,768	462,659	735,155	615,541
104-5-4502-002	SALARIES-PART-TIME	8,648	(602)	-	-	-	-
104-5-4502-003	SALARIES-OVERTIME	182,503	90,272	79,742	91,464	5,436	5,436
104-5-4502-004	LEAVE CASH OUT	4,717	9,495	3,236	7,380	12,311	10,792
104-5-4502-041	CAFETERIA ALLOWANCE	116,505	102,958	84,221	91,680	125,332	94,629
104-5-4502-042	RETIREMENT	202,125	66,229	65,700	63,277	109,526	94,395
104-5-4502-043	WORKERS COMP	76,409	55,293	55,779	51,724	90,468	78,523
104-5-4502-044	MEDICARE	11,020	8,921	7,713	8,112	12,938	10,694
104-5-4502-046	LONG TERM DISABILITY	2,998	2,452	2,567	2,420	3,641	3,057
104-5-4502-047	RETIREMENT - PERS UNFUNDED AC	-	50,061	55,894	57,465	81,103	92,258
104-5-4502-048	CLOTHING ALLOWANCE	10,621	9,343	8,216	7,597	14,064	11,128
104-5-4502-050	GROUP LIFE INSURANCE	-	66	-	1,417	-	-
104-5-4502-123	SUPPLIES-SHOP & FIELD	7,568	-	-	-	-	-
104-5-4502-179	MINOR EQUIPMENT-OTHER	3,464	-	-	-	-	-
104-5-4502-360	EDUCATIONAL REIMBURSEMENT	-	-	-	-	-	-
104-5-4502-370	LEASE/RENTAL	-	-	-	-	-	-
104-5-4502-610	EQUIPMENT - NEW	9,440	30,991	153,559	28,592	70,000	70,000
Fund: 104 - GENERAL FUND-MEASURE T Total:		**1,125,628**	**878,080**	**957,396**	**873,787**	**1,259,975**	**1,086,454**
	Fund: 203 - ASSET FORFEITURE						
203-5-4502-129	SUPPLIES-OTHER	500	-	-	-	500	500
Fund: 203 - ASSET FORFEITURE Total:		**500**	**-**	**-**	**-**	**500**	**500**
	Fund: 311 - SLESF- COPS (AB1913)						
311-5-4502-001	SALARIES-FULL TIME	-	-	-	-	-	-
311-5-4502-002	SALARIES-PART TIME	-	-	-	-	-	-
311-5-4502-041	CAFETERIA ALLOWANCE	-	-	-	-	-	-
311-5-4502-042	RETIREMENT	24,334	-	-	-	-	-
311-5-4502-043	WORKERS COMP	-	-	-	-	-	-
311-5-4502-044	MEDICARE	-	-	-	-	-	-
311-5-4502-046	LONG TERM DISABILITY	-	-	-	-	-	-
311-5-4502-048	CLOTHING ALLOWANCE	-	-	-	-	-	-
311-5-4502-212	PROF/CONTR-FIREARMS TRAINING	18,650	-	-	2,544	-	-
Fund: 311 - SLESF- COPS (AB1913) Total:		**42,984**	**-**	**-**	**2,544**	**-**	**-**
	Fund: 313 - ST HOMELAND SECURITY GRT						
313-5-4502-179	MINOR EQUIPMENT-OTHER	13,662	-	-	-	-	-
Fund: 313 - ST HOMELAND SECURITY GRT Total:		**13,662**	**-**	**-**	**-**	**-**	**-**
	Fund: 314 - OFF OF TRAFFIC SFTY(OTS)						
314-5-4502-001	SALARIES-FULL TIME	111	207	-	-	-	-
314-5-4502-002	SALARIES-PART TIME	100	-	-	-	-	-
314-5-4502-003	SALARIES-OVERTIME	5,933	24,381	-	17,629	-	-
314-5-4502-042	RETIREMENT	-	2,156	-	1,130	-	-
314-5-4502-043	WORKERS COMP	494	2,009	-	1,533	-	-
314-5-4502-044	MEDICARE	84	333	-	236	-	-
314-5-4502-046	LONG TERM DISABILITY	-	94	-	63	-	-
314-5-4502-050	GROUP LIFE INSURANCE	-	3	-	34	-	-
314-5-4502-123	SUPPLIES-SHOP & FIELD	26	2,985	-	5,232	-	-
314-5-4502-352	TRAINING/WORKSHOPS/MEETINGS	275	6,206	-	567	-	-
314-5-4502-678	PRIOR YEAR ADJ EXPENDITURES	-	-	-	-	-	-
Fund: 314 - OFF OF TRAFFIC SFTY(OTS) Total:		**7,023**	**38,374**	**-**	**26,423**	**-**	**-**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-4502-001	SALARIES-FULL TIME	-	29,290	-	-	-	-
412-5-4502-042	RETIREMENT	-	5,529	-	-	-	-
412-5-4502-610	EQUIPMENT-NEW	-	159,785	215	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**194,605**	**215**	**-**	**-**	**-**
Department: 4502 - POLICE-PATROL Total:		**4,199,047**	**4,193,427**	**4,143,574**	**3,796,451**	**4,910,079**	**5,025,102**

Investigations Division

Program Description: The Investigations Unit (Major Crimes) is made up of one Sergeant and four Detectives. Due to staffing issues the gang unit and the Narcotics Detective were recalled and reassigned back to patrol. Once the hiring and training is completed, the gang and narcotic positions will be reactivated. They all have specialized training that allows for the investigation of all major crimes, crime scene processing and specialized areas (i.e., white collar crime, computer and fraud crime, sex crimes, homicides etc.). Two Community Service Officers are also assigned to specialized support unit; one is the Evidence Technician assigned to all evidence management and the other is assigned full time to the Investigations Unit, the duties performed are: sex registrants and compliance checks, probation and drug offender registrations, and other duties as needed within the unit.

Program Core Services: Provides follow-up investigation of criminal investigations/complaints forwarded from the Patrol Division or acts on initial reports taken directly from the public as necessary. Crimes against persons (crimes where an injury has occurred) will take priority over property crimes. Process crime scenes, collect, preserve and store evidence. Complete case follow-up as requested by the District Attorney and establish and maintain a good working relationship with local, state and federal law enforcement partners.

Accomplishments in 2022/23:

- The Special Enforcement Unit began working with county partners to begin homeless outreach with the goal of providing services to those in need, including medical attention through the backpack medicine program
- Detectives and the Special Enforcement Unit worked with Federal partners to combat several gang related crimes involving weapons which resulted in the successful conviction of numerous offenders
- Conducted violent crime investigations resulting in arrests and convictions
- Conducted several gang/narcotic parole and probation sweeps
- Continued Post Release Offender Supervision and Serious Habitual Offenders compliance checks conducted periodically

Top Priorities for FY 2023/24 through 2024/25:

- Continue to develop staff through specialized training courses
- Work with the District Attorney's office to identify methods in which we can improve work flow and communications
- Continue to address gang related crimes and criminal activity with the assistance of other local, state and federal law enforcement agencies
- Work with District Attorney to consolidate criminal complaints on habitual offenders for effective Intelligence Driven Prosecution (IDP)
- Continue to provide professional investigative service utilizing all available resources to include other local, state and federal agencies

Budget Commentary: For FY 23-24 and FY 24-25, $66,573 and $62,241 respectively, for Equipment Maintenance Charges. $25,000 respectively, for Professional/Contract-Services-Other. These contracts include utilizing services that assists investigators with specialized and Hi-Tech criminal investigations. $7,000 and $9,000 for Supplies-Evidence Room upgrades.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4503 - POLICE-INVESTIGATIONS							
	Fund: 100 - GENERAL						
100-5-4503-001	SALARIES-FULL TIME	492,503	519,873	624,271	381,795	677,467	717,413
100-5-4503-003	SALARIES-OVERTIME	215,374	139,832	338,838	183,251	-	-
100-5-4503-004	LEAVE CASH OUT	-	17,377	7,463	4,783	9,871	10,383
100-5-4503-041	CAFETERIA ALLOWANCE	93,567	89,750	117,102	63,422	108,435	103,205
100-5-4503-042	RETIREMENT	238,567	87,139	116,541	68,098	115,898	122,975
100-5-4503-043	WORKERS COMP	74,287	63,189	102,710	51,476	80,619	88,233
100-5-4503-044	MEDICARE	10,906	10,416	14,252	8,017	11,733	12,244
100-5-4503-046	LONG TERM DISABILITY	2,859	2,673	4,734	2,152	3,265	3,459
100-5-4503-047	RETIREMENT - PERS UNFUNDED AC	-	282,663	314,344	323,177	239,117	273,976
100-5-4503-048	CLOTHING ALLOWANCE	11,275	10,205	12,299	7,199	13,403	13,403
100-5-4503-049	CELL PHONE ALLOWANCE	680	455	-	415	-	-
100-5-4503-050	GROUP LIFE INSURANCE	-	80	-	1,284	-	-
100-5-4503-101	POSTAGE	-	-	100	55	100	100
100-5-4503-103	DUES & SUBSCRIPTIONS	100	115	1,800	50	1,250	1,250
100-5-4503-120	SUPPLIES-OFFICE	187	1,216	1,000	1,552	1,500	1,500
100-5-4503-121	SUPPLIES-CLOTHING/UNIFORMS	182	-	1,500	1,138	1,500	1,500
100-5-4503-129	SUPPLIES-OTHER	725	188	-	921	-	-
100-5-4503-131	SUPPLIES-CRIME SCENE	1,276	2,319	3,500	425	3,500	3,500
100-5-4503-132	SUPPLIES-EVIDENCE ROOM	6,261	4,197	9,000	4,007	6,000	6,000
100-5-4503-179	MINOR EQUIPMENT-OTHER	-	-	1,000	287	1,000	-
100-5-4503-207	PROF/CONTR-COMPUTER/SOFTWA	-	328	-	-	-	-
100-5-4503-209	PROF/CONTR SVCS-OTHER	24,799	14,083	25,000	18,962	25,000	25,000
100-5-4503-217	PROF/CONTR SVCS-GEN INVEST	21,585	31,098	25,000	20,858	25,000	25,000
100-5-4503-305	VEHICLE FUEL	17,426	16,745	16,600	22,065	18,420	19,341
100-5-4503-307	EQUIPMENT MAINTENANCE CHARG	53,737	66,596	65,743	-	77,704	63,497
100-5-4503-352	TRAINING/WORKSHOPS/MEETINGS	3,400	6,684	10,000	12,005	10,000	10,000
100-5-4503-650	BUILDINGS-REHAB	-	-	-	-	-	-
Fund: 100 - GENERAL Total:		**1,269,695**	**1,367,222**	**1,812,797**	**1,177,394**	**1,430,783**	**1,501,978**
	Fund: 104 - GENERAL FUND-MEASURE T						
104-5-4503-001	SALARIES-FULL TIME	162,059	170,456	213,959	125,142	233,585	245,314
104-5-4503-003	SALARIES-OVERTIME	61,803	30,708	111,206	26,251	-	-
104-5-4503-004	LEAVE CASH OUT	-	5,703	2,805	1,564	3,631	3,777
104-5-4503-041	CAFETERIA ALLOWANCE	30,607	29,418	40,405	20,780	38,136	36,413
104-5-4503-042	RETIREMENT	77,253	26,911	38,466	19,173	38,445	40,369
104-5-4503-043	WORKERS COMP	23,577	19,496	34,447	13,929	27,629	29,990
104-5-4503-044	MEDICARE	3,473	3,225	4,817	2,176	4,059	4,207
104-5-4503-046	LONG TERM DISABILITY	906	819	1,590	603	1,121	1,178
104-5-4503-047	RETIREMENT - PERS UNFUNDED AC	-	86,504	96,225	98,929	71,555	80,875
104-5-4503-048	CLOTHING ALLOWANCE	3,440	3,343	4,225	2,357	4,610	4,610
104-5-4503-049	CELL PHONE ALLOWANCE	230	152	-	138	-	-
104-5-4503-050	GROUP LIFE INSURANCE	-	20	-	366	-	-
104-5-4503-360	EDUCATIONAL REIMBURSEMENT	-	-	-	-	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**363,349**	**376,755**	**548,144**	**311,408**	**422,772**	**446,734**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-4503-001	SALARIES-FULL TIME	-	11,212	-	-	-	-
412-5-4503-042	RETIREMENT	-	2,958	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**14,170**	**-**	**-**	**-**	**-**
Department: 4503 - POLICE-INVESTIGATIONS Total:		**1,633,044**	**1,758,147**	**2,360,941**	**1,488,802**	**1,853,555**	**1,948,711**

Emergency Communications Center

Program Description: The Emergency Communications Center is under the command of the Patrol Commander with the direct supervision handled by the Dispatch Supervisor. Six full-time dispatchers are authorized for this unit. Currently the unit is staffed with five full-time dispatchers and one dispatcher–in-training.

Program Core Services: Provide Public Safety Answering Point for all police and fire emergency service via the 9-1-1 System. Dispatching is facilitated by our Computer Aided Dispatch system and other police-related computer software.

Accomplishments in 2022/23:

- Worked with the State to install new equipment that is Next Gen 911 compliant
- Installed text to 911 equipment and trained dispatchers in its use
- Continued to meet or exceed the State standards for answering 911 calls

Top Priorities for FY 2023/24 through 2024/25:

- Continue to provide professional training and career enhancement training
- Continue to focus on providing professional customer service
- Transition to implementation of Computer Aided Dispatching and Records Management System
- Complete the DOJ mandated encryption upgrade
- Continue recruitment to fill all dispatcher allocated positions

Budget Commentary: For FY 23-24 and FY 24-25, an allocation of $8,000 respectively for Training/Workshops/Meetings for Peace Officer Basic Training (POST). $5,000 respectively, for Minor Equipment-Office for furniture. $3,500 respectively, for Professional/Contract Services-Other. Professional services provided by Day Wireless Systems for complex communication services. Satcom Global, Inc., which provide voice and data solutions for users in remote locations, and design and integrate systems ensuring safety in the most hazardous of environments.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4504 - POLICE-DISPATCH							
Fund: 100 - GENERAL							
100-5-4504-001	SALARIES-FULL TIME	226,984	235,755	292,403	226,606	289,614	297,903
100-5-4504-002	SALARIES-PART TIME	23,321	12,238	-	180	-	-
100-5-4504-003	SALARIES-OVERTIME	71,307	53,223	26,997	34,442	3,765	3,765
100-5-4504-004	LEAVE CASH OUT	-	729	1,668	1,733	5,894	6,129
100-5-4504-022	UNIFORM ALLOWANCE	292	-	-	-	-	-
100-5-4504-041	CAFETERIA ALLOWANCE	73,150	71,588	81,037	61,192	77,264	76,388
100-5-4504-042	RETIREMENT	79,072	20,232	25,703	16,826	29,400	30,746
100-5-4504-043	WORKERS COMP	3,653	3,294	3,278	2,727	3,446	3,675
100-5-4504-044	MEDICARE	5,255	4,970	4,656	4,191	5,460	5,571
100-5-4504-046	LONG TERM DISABILITY	1,443	1,372	1,583	1,169	1,460	1,502
100-5-4504-047	RETIREMENT - PERS UNFUNDED AC	-	59,006	64,472	66,284	76,737	87,894
100-5-4504-049	CELL PHONE ALLOWANCE	458	455	-	417	-	-
100-5-4504-050	GROUP LIFE INSURANCE	-	38	-	756	-	-
100-5-4504-121	SUPPLIES-CLOTHING/UNIFORMS	886	786	1,800	687	1,800	1,800
100-5-4504-171	MINOR EQUIPMENT-OFFICE	5,374	1,288	5,000	3,848	1,500	1,500
100-5-4504-179	MINOR EQUIPMENT-OTHER	272	-	500	-	-	-
100-5-4504-209	PROF/CONTR SVCS-OTHER	1,201	315	3,500	-	1,500	1,500
100-5-4504-214	PROF/CONTR SVCS-MEDICAL	-	-	1,000	-	-	-
100-5-4504-219	SVCS-DOJ/NCIC/CII/VSO	-	-	1,000	-	-	-
100-5-4504-352	TRAINING/WORKSHOPS/MEETINGS	3,542	342	8,000	-	5,000	5,000
Fund: 100 - GENERAL Total:		**496,208**	**465,633**	**522,596**	**421,060**	**502,840**	**523,374**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-4504-001	SALARIES-FULL TIME	81,404	81,391	95,966	74,377	126,401	134,715
104-5-4504-003	SALARIES-OVERTIME	22,910	16,991	8,860	11,147	1,236	1,236
104-5-4504-004	LEAVE CASH OUT	-	239	548	569	1,934	2,012
104-5-4504-041	CAFETERIA ALLOWANCE	23,781	23,496	26,596	20,084	33,564	34,439
104-5-4504-042	RETIREMENT	25,881	6,605	8,436	5,506	12,139	13,051
104-5-4504-043	WORKERS COMP	1,184	1,037	1,076	878	1,500	1,658
104-5-4504-044	MEDICARE	1,705	1,624	1,528	1,373	2,365	2,500
104-5-4504-046	LONG TERM DISABILITY	467	448	519	383	636	678
104-5-4504-047	RETIREMENT - PERS UNFUNDED AC	-	19,366	21,160	21,754	25,185	28,847
104-5-4504-049	CELL PHONE ALLOWANCE	149	149	-	137	-	-
104-5-4504-050	GROUP LIFE INSURANCE	-	10	-	247	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**157,481**	**151,357**	**164,688**	**136,454**	**204,960**	**219,134**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-4504-001	SALARIES-FULL TIME	-	5,518	-	-	-	-
412-5-4504-002	SALARIES-PART TIME	-	341	-	-	-	-
412-5-4504-042	RETIREMENT	-	500	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**6,359**	**-**	**-**	**-**	**-**
Department: 4504 - POLICE-DISPATCH Total:		**653,689**	**623,348**	**687,284**	**557,514**	**707,801**	**742,507**

Records Division

Program Description: The Records Division is staffed by a Records Supervisor, one full time Records Technician, and two part-time Community Service Officers. In years past, this unit was fully staffed with 3 full time records clerks. Due to budgetary issues in years past, this unit had been reduced to the current staffing level. This budget provides support to replace the two part-time Community Service Officers with one full-time Records Technician.

All criminal records, reports, bookings, citations, impound reports, and any other documents pertaining to civil/criminal incidents involving the Police Department are received, processed, and maintained by our Records Division. Records personnel are the first contact a community member will have at the front counter of the Police Department. The staff have received training in a variety of customer service techniques.

The Automated Criminal Information System holds over 90% of the Police Department records on computer files. A document imaging system was installed in FY 07/08. Scanning of documents as well as audio files and photographs are regularly "attached" to these existing electronic files. This system is in dire need of replacement and we will be seeking funding sources this FY to accomplish this task.

***Program Core Services*:** The Records Unit is responsible for compiling the statistical data on criminal activity in the city, as well as annually reporting crime data to the Department of Justice, FBI and DMV. It is also responsible for maintaining all records in compliance with mandated DOJ rules and regulations for yearly audits.

Accomplishments in 2022/23:

- Hired a fulltime Records Supervisor
- Completed upgrades to become compliant with CIBRS/NIBRS
- Began work to become compliant with the Racial and Identity Profiling Act by 2023

Top Priorities for FY 2023/25:

- Continue to meet and exceed all CA Department of Justice mandates and requirements for police department records
- Continue to update training standards and policies for all Records personnel on the California Public Records Act, Evidence.com, California Courts Protective Order Registry CCPOR, (restraining orders) Cite-Zone, etc.
- Continue purging reports, citations and bookings
- Explore the possibility of obtaining funds for the conversion of the Records Management System and Computer Aided Dispatch to be National Incident Base
- Continue to provide weekly crime data/statistics to assist in identifying crimes, trends, locations and times
- Review records retention schedules and purge those records that have now been electronically scanned and are part of the document imaging system
- Work with our current police software provider to compile and provide the monthly statistics submitted to state and federal agencies in an electronic format (NIBRS)
- Research methods to better utilize the police database to provide statistical analysis of crime and traffic trends

Budget Commentary: For FY 23-24 and FY 24-25, an allocation of $7,500 respectively for Supplies. $3,000 respectively, for Professional/Contract Services-Other for shredding services of confidential materials. $2,000 respectively, for Training/Workshops/Meetings. Training staff on National Incident-Based Reporting System (NIBRS), which is an incident-based reporting system used by our police department for collecting and reporting data on crime incidents.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4505 - POLICE-RECORDS							
Fund: 100 - GENERAL							
100-5-4505-001	SALARIES-FULL TIME	85,361	95,753	103,461	91,306	174,697	184,015
100-5-4505-002	SALARIES-PART TIME	378	28,573	60,110	24,849	23,838	24,678
100-5-4505-003	SALARIES-OVERTIME	151	-	-	487	-	-
100-5-4505-004				-	-	1,270	1,321
100-5-4505-041	CAFETERIA ALLOWANCE	20,688	22,812	22,894	20,986	39,694	41,494
100-5-4505-042	RETIREMENT	34,947	8,479	10,433	8,677	18,822	19,888
100-5-4505-043	WORKERS COMP	1,036	1,345	1,744	1,241	2,395	2,595
100-5-4505-044	MEDICARE	1,493	2,089	2,403	1,921	3,531	3,705
100-5-4505-046	LONG TERM DISABILITY	376	435	510	415	857	904
100-5-4505-047	RETIREMENT - PERS UNFUNDED AC	-	134	187	192	1,108	1,164
100-5-4505-048	CLOTHING ALLOWANCE	2,082	2,238	2,183	2,055	4,022	4,022
100-5-4505-050	GROUP LIFE INSURANCE	-	12	-	305	-	-
100-5-4505-103	DUES & SUBSCRIPTIONS	150	100	-	-	-	-
100-5-4505-120	SUPPLIES-OFFICE	-	847	-	998	500	500
100-5-4505-121	SUPPLIES-CLOTHING/UNIFORMS	-	515	1,000	509	1,000	1,000
100-5-4505-129	SUPPLIES-OTHER	4,306	1,631	7,500	732	1,500	1,500
100-5-4505-209	PROF/CONTR SVCS-OTHER	830	2,065	3,000	8,049	6,500	6,500
100-5-4505-303	MAINT-OFFICE EQUIPMENT	-	-	1,000	-	1,000	1,000
100-5-4505-352	TRAINING/WORKSHOPS/MEETINGS	1,000	841	2,000	1,445	2,000	2,000
Fund: 100 - GENERAL Total:		**152,797**	**167,866**	**218,425**	**164,166**	**282,734**	**296,287**
Fund: 104 - GENERAL FUND-MEASURE T							
104-5-4505-001	SALARIES-FULL TIME	21,966	24,355	5,350	22,982	7,413	7,705
104-5-4505-002	SALARIES-PART-TIME	8,231	(595)	-	-	-	-
104-5-4505-003	SALARIES-OVERTIME	50	-	-	114	-	-
104-5-4505-004	LEAVE CASH OUT	-	-	-	540	129	134
104-5-4505-041	CAFETERIA ALLOWANCE	961	1,115	1,106	1,014	1,106	1,106
104-5-4505-042	RETIREMENT	5,100	2,020	410	2,053	617	643
104-5-4505-043	WORKERS COMP	1,692	1,488	58	1,636	91	98
104-5-4505-044	MEDICARE	429	334	78	323	126	130
104-5-4505-046	LONG TERM DISABILITY	89	95	27	93	37	39
104-5-4505-047	RETIREMENT - PERS UNFUNDED AC	-	7	10	10	-	-
104-5-4505-048	UNIFORM ALLOWANCE	42	46	44	45	53	53
104-5-4505-050	GROUP LIFE INSURANCE	-	3	-	59	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**38,559**	**28,868**	**7,082**	**28,867**	**9,573**	**9,908**
Fund: 311 - SLESF- COPS (AB1913)							
311-5-4505-002	SALARIES-PART TIME	22,505	(731)	-	-	-	-
311-5-4505-042	RETIREMENT	923	(29)	-	-	-	-
311-5-4505-043	WORKERS COMP	257	(7)	-	-	-	-
311-5-4505-044	MEDICARE	326	(11)	-	-	-	-
311-5-4505-045	UNEMPLOYMENT	1,029	-	-	-	-	-
Fund: 311 - SLESF- COPS (AB1913) Total:		**25,041**	**(777)**	**-**	**-**	**-**	**-**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-4505-001	SALARIES-FULL TIME	-	1,408	-	-	-	-
412-5-4505-042	RETIREMENT	-	500	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**1,908**	**-**	**-**	**-**	**-**
Department: 4505 - POLICE-RECORDS Total:		**216,397**	**197,865**	**225,508**	**193,034**	**292,307**	**306,195**

Custody and Jail Services Division

Program Description: This division is responsible for the legal and safe custody of all persons arrested and booked into the jail facility. It is managed by a Sergeant as a collateral duty under the direction of the Patrol Commander with day to day responsibilities of the Patrol Watch Commander.

Program Core Services: Provide for the supervision of those in custody within state and federal law, as well as department policy. Provide the necessary documentation and reporting to the appropriate state agencies; participate in the audits from those agencies (currently six different entities conduct inspections and/or audits of our facility on an annual or bi-annual basis). Provide the necessary training to the department officers in order to ensure compliance with laws governing jail facilities (all officers are mandated to participate in an eight-hour training program on jail-related topics every two years).

Accomplishments in 2022/23:

- Several inspections were conducted with no issues or changes noted

Top Priorities for FY 2023/24 through 2024/25:

- Continue to comply with all mandated jail/detention facilities procedures as mandated by CA State Title 15 Rules and Regulations, as well as all other inspecting entities
- Continue to exceed State standards in our mandated jail/detention facility inspections
- Continue to review and update, if necessary, all jail policies and ensure it meets state and other inspecting entities mandated standards
- Continue to complete state mandated training for all officers related to temporary holding facility
- Install new surveillance system in the jail facility

Budget Commentary: For FY 23-24 and FY 24-25, an allocation of $2,700 respectively for State-mandated Supplies and inspection fees. $1,200 annually for Cal-Fire inspections of the Jail facility, and $1,500 annually for bedding, clothing, and other miscellaneous items necessary to maintain our State-mandated compliance.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4506 - POLICE-CUSTODY							
Fund: 100 - GENERAL							
100-5-4506-133	SUPPLIES-JAIL EQUIPMENT	661	562	2,700	622	1,000	1,000
Fund: 100 - GENERAL Total:		**661**	**562**	**2,700**	**622**	**1,000**	**1,000**
Department: 4506 - POLICE-CUSTODY Total:		**661**	**562**	**2,700**	**622**	**1,000**	**1,000**

Animal Regulation Program

Program Description: Animal Regulation is performed through community patrols in response to calls for animal services. The Santa Paula Animal Rescue Center (SPARC) is provided by private funding and is independently managed. A full-time Animal Control Officer (ACO) is the primary resource provided by the City.

Program Core Services: Impound stray and runaway animals in the City's jurisdiction. Pick up injured animals and transport them to treatment facilities or to the newly established animal shelter within the City of Santa Paula, SPARC. Enforce city leash laws and dog license ordinances. Abate vicious and nuisance animals.

***Accomplishments in 2022/23*:**

- Began process to implement a new citation format
- Reduction in the number of animal impounds
- Educating the public on animal services, licensing, and created brochures
- Increased community compliance of animal regulations through on-going educational efforts
- Purchased a new Animal Control Officer truck to meet safe industry standards for animal impounds

Top Priorities for FY 2023/24 through 2024/25:

- Continue providing professional animal control services to include educating the public in animal regulations such as spay and neuter, licensing requirements etc.
- Obtain National Care & Control Association certification. (NACA)
- Conduct elementary school education animal program, (K-9 with Class)
- Continue to work on controlling cat overpopulation working with non-profit groups
- Continue decreasing stray animals and animal impounds
- Explore the possibility of implementing a licensing team to solely focus on animal licensing compliance
- Review and amend outdated animal ordinances

Budget Commentary: For FY 23-24 and FY 24-25, an allocation of $150,000 respectively, for Professional/Contract-Kennel Services. Professional services through our partnership with our local community based non-profit shelter S.P.A.R.C. The City of Santa Paula became "host" to the first and only no kill animal shelter in Ventura County, providing humane care and treatment for the stray and abandoned animals of the city. $5,548 and $5,187 respectively, for Equipment Maintenance Charges. $2,625 and $2,760 respectively, for Vehicle Fuel, used by one Animal Control Vehicle.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4507 - POLICE-ANIMAL REGULATIONS							
Fund: 100 - GENERAL							
100-5-4507-001	SALARIES-FULL TIME	45,070	47,195	50,590	41,075	53,418	55,561
100-5-4507-003	SALARIES-OVERTIME	224	89	-	1,978	-	-
100-5-4507-004	LEAVE CASH OUT	-	-	-	385	-	-
100-5-4507-041	CAFETERIA ALLOWANCE	11,112	14,041	12,000	12,134	16,800	18,600
100-5-4507-042	RETIREMENT	3,483	3,580	3,881	3,068	4,465	4,653
100-5-4507-043	WORKERS COMP	1,691	1,688	2,719	1,405	3,290	3,526
100-5-4507-044	MEDICARE	506	571	740	477	1,027	1,084
100-5-4507-046	LONG TERM DISABILITY	209	223	256	198	270	281
100-5-4507-047	RETIREMENT - PERS UNFUNDED AC	-	67	90	93	-	-
100-5-4507-048	CLOTHING ALLOWANCE	482	504	477	440	575	575
100-5-4507-049	CELL PHONE ALLOWANCE	736	423	-	352	-	-
100-5-4507-050	GROUP LIFE INSURANCE	-	6	-	141	-	-
100-5-4507-121	SUPPLIES-CLOTHING/UNIFORMS	-	-	900	332	500	500
100-5-4507-123	SUPPLIES-SHOP & FIELD	247	984	2,000	6	2,000	2,000
100-5-4507-124	SUPPLIES-SAFETY	-	-	500	-	500	500
100-5-4507-209	PROF/CONTR SVCS-OTHER	439	-	1,000	-	1,000	1,000
100-5-4507-221	PROF/CONTR-KENNEL SERVICES	150,000	150,000	150,000	150,000	150,000	165,000
100-5-4507-241	PRINTING & BINDING-EXTERNAL	-	-	500	-	500	500
100-5-4507-305	VEHICLE FUEL	1,835	2,773	2,760	1,973	3,050	3,203
100-5-4507-307	EQUIPMENT MAINTENANCE CHARG	4,478	5,550	5,479	-	5,031	5,243
100-5-4507-352	TRAINING/WORKSHOPS/MEETINGS	-	-	1,000	-	-	-
Fund: 100 - GENERAL Total:		**220,513**	**227,693**	**234,892**	**214,057**	**242,427**	**262,225**
Fund: 412 - AMERICAN RESCUE PLAN							
412-5-4507-001	SALARIES-FULL TIME	-	864	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**864**	**-**	**-**	**-**	**-**
Department: 4507 - POLICE-ANIMAL REGULATIONS Tota		**220,513**	**228,557**	**234,892**	**214,057**	**242,427**	**262,225**

State's Supplemental Law Enforcement Services Funds (SLESF) – Citizens Option of Public Safety (COPS) Grant Program

Program Description: 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, for the purpose of 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 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." The County of Ventura's Sheriff's Department 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, who will subsequently authorize the County Auditor/Controller to release the funding.

Program Core Services: The city has used this funding to provide a variety of services in the past and will now develop an expenditure plan that will allow the department to purchase much needed, cost prohibitive, safety equipment for frontline law enforcement service providers.

Accomplishments in 2022/23:

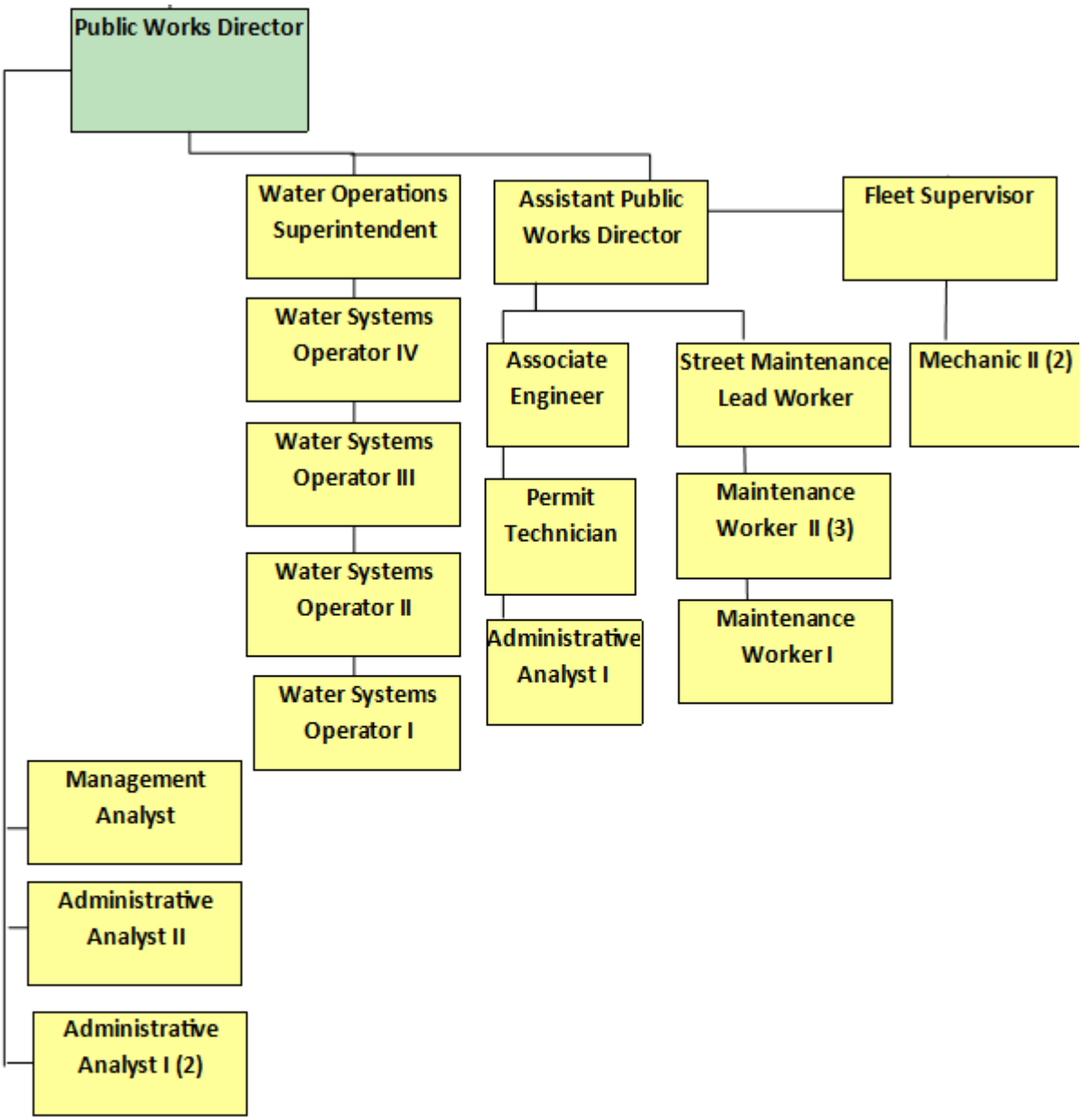
- The department provided firearms training to staff

Top Priorities for FY 2023/24 through 2024/25:

- Create expenditure plan to purchase much needed tactical triage first aid equipment for frontline service providers
- Provide funding to support law enforcement explorers
- Provide technology upgrades for police station
- Implement Automated License Plate Reader (ALPR) Technology

Budget Commentary: For FY 23-24 and FY 24-25, an allocation of $150,000 respectively, for the Professional/Contract-Services-Other, which is offset by a grant.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 4521 - POLICE-LAS PIEDRAS							
Fund: 311 - SLESF- COPS (AB1913)							
311-5-4521-209	PROF/CONTR SVCS-OTHER	27,300	65,824	161,271	10,827	160,000	160,000
311-5-4521-280	UTILITY-ELECTRIC	2,088	1,483	-	-	-	-
Fund: 311 - SLESF- COPS (AB1913) Total:		**29,388**	**67,307**	**161,271**	**10,827**	**160,000**	**160,000**
Department: 4521 - POLICE-LAS PIEDRAS Total:		**29,388**	**67,307**	**161,271**	**10,827**	**160,000**	**160,000**



***Department Mission**:* The mission of the Public Works Department is to exemplify good governance of the City of Santa Paula by providing the highest quality service delivery to its citizens.

Department Core Services: The Public Works Department is a highly trained, dedicated, and responsive service-oriented organization. It consists of the following service divisions: Administration and Engineering, Fleet, Streets, Water, Wastewater (contract), and Solid Waste (contract).

The Public Works Department is responsible for the City street system; including roads, parking lots, bicycle and pedestrian facilities, traffic control devices, street lights, storm drains, flood control facilities and bridges; Hillsborough Open Space District; Geological Hazard Abatement District; potable water system; wastewater collection system and associated treatment works (Water Recycling Facility) and fleet maintenance. The Department also administers the Capital Improvement Program (CIP), including the Pavement Management Plan (PMP) and water and sewer repair and replacement programs. Public Works provides support services to the Community and Economic Development Department, who is in turn tasked with review of private land development projects on behalf of Public Works for grading, drainage, water, sewer and street improvements.

The Public Works Department represents the City as a technical advisory member agency to the Ventura County Transportation Commission on all transportation and transit matters. Staff meet regularly with both FEMA and Caltrans regarding these agencies regulatory areas within the City to address current projects and address specific City needs.

The Public Works Department provides superior, responsive, and cost efficient customer service. Department staff is committed to protecting life, property, and the environment for the Santa Paula Community. Staff receives continuing education and training throughout the year in order to stay abreast of all technological advances within their field of expertise.

Accomplishments from FY 2022/23:

- **Street Maintenance Program:** The Street Maintenance Program is a critically 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. For the spring/summer paving season, a range of City streets were identified for work consisting of pothole repairs, dig-outs, and single-layer micro-surfacing to extend the service life of the affected roads an additional 5 - 10 years.

  For the fall paving season, the work addressed maintenance work on both local and collector streets to the approximate limits reflected below. A goal of the Summer 2022 maintenance work entailed paving and disabled access ramp improvements in the immediate vicinity of schools, to allow necessary maintenance and accessibility work to be completed while schools were in recess. Additional maintenance was completed at the City's Corporation Yard, pavement restoration at water line repair locations around town, as well as miscellaneous concrete work associated with access ramp and sidewalk repairs. The specific areas of work are summarized below.

SUMMER 2022 STREET MAINTENANCE		
STREET NAME	**FROM**	**TO**
Santa Barbara Street	Dean Drive	7th Street
Santa Paula Street	Dean Drive	SR 150 (Ojai Road)
Dean Drive	Main Street	Santa Paula Street
Virginia Terrace	Mill Street	SR 150 (Ojai Road)

Saticoy Street	SR 150 (Ojai Road)	12th Street
Pleasant Street	Mill Street	10th Street

FALL 2022 STREET MAINTENANCE		
STREET NAME	**FROM**	**TO**
Tenth Street	SR 150 (Ojai Road)	Virginia Terrace
Ojai Street	Santa Paula Street	SR 150 (Ojai Road)
Eleventh Street	Santa Paula Street	Saticoy Street
Twelfth Street	Santa Paula Street	Orchard Street
Thirteenth Street	Santa Paula Street	Orchard Street
Saticoy Street	Twelfth Street	Thirteenth Street
Orchard Street	SR 150 (Ojai Road)	Thirteenth Street

Harvard Boulevard Street/Sewer/Water Improvement Project

The project will improve 1.7 miles of Harvard Boulevard from Peck Road to 10th Street. The project scope includes street improvements for this section of Harvard Boulevard which include 750,000 SF of pavement, curb ramp reconstruction, and replacement of 9,000 LF of 12" water main and 8,000 Lf of 24" sewer main. The project is currently under construction.

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 project is currently in final design.

Mesa Tanks Replacement Project

The project is located on Montclair Drive at the terminus (existing Mesa Tanks site). The project scope includes replacing the two aging aboveground steel water tanks with two new water storage tanks. Funding for the project will come from the Water Enterprise Fund. The City's design consultant has confirmed the new, combined tank capacity shall be 600,000 gallons in order to meet all fire, domestic and backup storage requirements. The construction contract was awarded by City Council in October 2022, and the project is currently under construction.

Citywide Sidewalk Improvement Program

Based on surveys of City sidewalks, requests from citizens, and in conjunction with current disabled access considerations, staff has identified areas of improvement and managed the repair of sidewalks and curb ramps in multiple locations throughout the City. The project is coordinated with annual paving operations associated with the Street Maintenance Program.

Administration and Engineering Program

Division Description: The Administration and Engineering Division provides administrative and engineering services for all divisions within the Public Works Department, including but not limited to Fleet Maintenance, Streets, Solid Waste, Water and Wastewater. It provides contract administration and oversight for the solid waste franchise hauler and wastewater (sewer) services, including the Water Recycling Facility (WRF) O&M contract and the wastewater collection system contract. The Division also administers the Capital Improvement Program (CIP), the Pavement Management Plan (PMP) and provides support services to the Economic and Community Development Department tasked with review of private land development projects. Permit fees help defray the cost of reviewing private land development projects. Various funds such as the Measure T Fund, SBA Fund, Transportation Development Act (TDA) Fund, Water Enterprise Fund, Wastewater Enterprise Fund and related in-lieu and impact fees provide the necessary revenue for all aspects of the Capital Improvement Program.

Geologic Hazard Abatement District: The Administration & Engineering Division provides contract administration and oversight for the Geological Hazard Abatement District (GHAD). The GHAD is a special assessment district that pays for the prevention, mitigation, abatement, and control of geologic hazards that pose a significant threat to the developed areas within the GHAD jurisdictional boundaries. The only GHAD jurisdiction within the City includes the Ridgeview at Vista Glen property consisting of approximately 14.1 acres at the northern terminus of Tenth Street.

Division Core Services:

- Provide administrative and engineering services for all divisions within the Public Works Department.
- Manage and administer the solid waste franchise and wastewater (sewer) services agreements.
- Support the Economic and Community Development Department tasked with review of private land development projects affecting City rights of way and public infrastructure.
- Oversee the Capital Improvement Program, including the Pavement Management Plan, to ensure all funded public infrastructure projects are planned and completed on schedule and within budget. Provide continuous strategic planning of all future infrastructure projects by balancing projected revenue limitations with available outside funding opportunities.
- Provide professional engineering support to other City departments, outside boards and commissions, and the City Council on related technical matters.

Top Priorities for FY 2023/2024 through 2024/2025:

- **Citywide Pavement Management Program (PMP):** This annual program will continue to be implemented to provide more expansive street rejuvenation and rehabilitation, as funds are available from designated funding sources. The City's PMP has made significant progress towards the goals of the overall 5-year paving cycle, and staff will continue to implement the program in a manner that maximizes the impacts of existing funding, while actively pursuing additional sources of funding to supplement the capacity of yearly maintenance efforts.
- **Storm Drain Master Plan Update:** Update the City's existing storm drain master plan to address areas of storm drain deficiency and flood hazard Citywide, and address required storm drain improvements with associated costs for capital project planning and budgetary projections.

- **FEMA/Flood Studies Citywide:** Complete flood analysis and associated updated mapping of flood prone areas citywide to better define and areas of flood risk, as well as areas where mapping may be revised to remove properties no longer subject to flood hazard. Staff will work with consultants and FEMA to update flood insurance rate maps and coordinate required improvements with the Storm Drain Master Plan Update effort.
- **NPDES Permit/Water Quality Regulations:** Work with County, Regional Water Quality Control Board and City consultants to understand permit and program cost impacts of proposed water quality regulations and program associated improvements in the context of the existing City capital improvement program.
- **Infrastructure Grant Funding:** Work with the City Manager's Office to develop and execute a program for pursuing grant funding opportunities to better leverage improvements to City infrastructure utilizing established funding sources at the federal and state level. In the past few years, this collaborative effort has met with considerable success in grant funding awards, and Public Works staff will continue to support the City Manager's office in grant applications and technical support.
- **Asset Management System:** Staff will continue to implement the selected asset management system that will document, schedule and monitor the maintenance and depreciation, repair and project costs associated with citywide facilities such as roads, buildings, public infrastructure, vehicles and equipment. The new system will provide historical records of labor and material expenses on which to optimize base maintenance and capital improvement budgets, staffing requirements and inventoried material levels for all City departments. Continued staff data collection and implementation efforts will be supported by the City's consultant and asset management vendor to assure the completion of the system migration and assure the completion of a robust asset management system.
- **Solar Panel and Battery Storage Installation:** Based on the completed citywide site assessment for potential location sites for solar panels and battery storage equipment, continue to work with City facilities staff and consultants to identify compatible sites for location of this equipment.
- **Energy Efficiency Program (EEP):** Continue to develop and implement a citywide EEP to meet local and statewide energy goals, with associated citywide assessment of City facilities for opportunities to implement energy consumption and energy cost reduction approaches. Proposed projects include interior/exterior lighting retrofits and HVAC replacement throughout City facilities; street lighting retrofits; upgrade water facility treatment equipment; and the installation of solar panel arrays and battery storage equipment, citywide.
- **Land Development Program:** Continue to maintain City Land Development review and processing as a consultant supported program to better address service to applicants and developers on their land development projects.
- Identify and prioritize CIP projects to address deferred maintenance.
- Implement the design and construction of water and wastewater improvement and rehabilitation projects.

Budget Commentary: The Public Works Administration department has budgeted $80,000 for professional services in FY 23-24 and $80,000 in FY 24-25. The budget is for general engineering support. An example is SWS Contract Management whose contracted on an amount of $31,500 to monitor the City's compliance with recycling and waste diversion standards. The second highest amount are transfer costs to gas tax, determined by Finance to be $24,437.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 5011 - P.W.-GENERAL ADMIN & ENG							
	Fund: 100 - GENERAL						
100-5-5011-001	SALARIES-FULL TIME	15,978	20,144	21,763	17,380	-	-
100-5-5011-003	SALARIES-OVERTIME	1	2	-	28	-	-
100-5-5011-004	LEAVE CASH OUT	101	122	228	466	-	-
100-5-5011-021	CAR ALLOWANCE	213	212	210	194	-	-
100-5-5011-041	CAFETERIA ALLOWANCE	2,057	3,036	3,240	2,459	-	-
100-5-5011-042	RETIREMENT	2,972	1,677	1,969	1,454	-	-
100-5-5011-043	WORKERS COMP	526	509	594	440	-	-
100-5-5011-044	MEDICARE	256	316	322	277	-	-
100-5-5011-046	LONG TERM DISABILITY	69	87	110	74	-	-
100-5-5011-047	RETIREMENT - PERS UNFUNDED AC	-	222	266	273	-	-
100-5-5011-048	CLOTHING ALLOWANCE	-	10	-	-	-	-
100-5-5011-049	CELL PHONE ALLOWANCE	62	61	-	55	-	-
100-5-5011-050	GROUP LIFE INSURANCE	-	2	-	46	-	-
100-5-5011-103	DUES & SUBSCRIPTIONS	754	1,205	1,940	1,235	1,500	1,600
100-5-5011-120	SUPPLIES-OFFICE	1,337	687	775	577	800	850
100-5-5011-123	SUPPLIES-SHOP & FIELD	346	-	775	-	780	790
100-5-5011-150	RECOGNITIONS/AWARDS	-	995	1,000	993	1,450	1,450
100-5-5011-209	PROF/CONTR SVCS-OTHER	36,754	102,873	80,000	73,608	80,000	80,000
100-5-5011-231	MISC ADVERTISING/PROMO	675	170	-	-	-	-
100-5-5011-241	PRINTING & BINDING-EXTERNAL	459	12	515	-	550	550
100-5-5011-301	MAINT-BLDGS & IMPROVEMENTS	-	-	-	16,424	3,333	3,333
100-5-5011-305	VEHICLE FUEL	-	-	105	-	120	120
100-5-5011-352	TRAINING/WORKSHOPS/MEETINGS	105	1,481	5,600	3,657	5,800	5,900
100-5-5011-360	EDUCATIONAL REIMBURSEMENT	2,436	-	2,500	-	2,500	2,500
100-5-5011-678	PRIOR YEAR ADJ EXPENDITURES	(2,130)	-	-	-	-	-
100-5-5011-707	TRANSFER COSTS TO SEWER	369,337	-	-	-	-	-
100-5-5011-754	TRANSFER COSTS TO GAS TAX	536,437	24,437	24,437	-	24,437	24,437
Fund: 100 - GENERAL Total:		**968,744**	**158,258**	**146,349**	**119,641**	**121,270**	**121,530**
	Fund: 206 - STORMWATER PROGRAM						
206-5-5011-001	SALARIES-FULL TIME			-	-	58,272	62,897
206-5-5011-003	SALARIES-OVERTIME	-	-	-	-	62	65
206-5-5011-004	LEAVE CASH OUT			-	-	318	331
206-5-5011-021	CAR ALLOWANCE			-	-	210	210
206-5-5011-041	CAFETERIA ALLOWANCE			-	-	10,440	11,100
206-5-5011-042	RETIREMENT	-	-	-	-	5,292	5,720
206-5-5011-043	WORKERS COMP	-	-	-	-	1,149	1,261
206-5-5011-044	MEDICARE	-	-	-	-	1,005	1,082
206-5-5011-046	LONG TERM DISABILITY	-	-	-	-	292	316
206-5-5011-047	RETIREMENT - PERS UNFUNDED ACCRUED LIABILITY			-	-	211	218
206-5-5011-050	GROUP LIFE INSURANCE	-	-	-	-	-	-
Fund: 206 - STORMWATER PROGRAM Total:		**-**	**-**	**-**	**-**	**77,250**	**83,200**

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
	Fund: 312 - CA USED OIL BLOCK GRANT						
312-5-5011-003	SALARIES-OVERTIME	606	1,094	-	1,172	-	-
312-5-5011-042	RETIREMENT	41	81	-	72	-	-
312-5-5011-043	WORKERS COMP	49	57	-	68	-	-
312-5-5011-044	MEDICARE	8	16	-	16	-	-
312-5-5011-046	LONG TERM DISABILITY	3	5	-	5	-	-
312-5-5011-050	GROUP LIFE INSURANCE	-	0	-	3	-	-
Fund: 312 - CA USED OIL BLOCK GRANT Total:		**706**	**1,252**	**-**	**1,337**	**-**	**-**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-5011-001	SALARIES-FULL TIME	-	85	-	-	-	-
412-5-5011-042	RETIREMENT	-	75	-	-	-	-
412-5-5011-209	PROF/CONTR SVCS-OTHER	-	49,347	115,653	68,721	-	-
412-5-5011-227	PROF/CONTR-TEMP PERSONNEL	-	-	15,000	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**49,507**	**130,653**	**68,721**	**-**	**-**
Department: 5011 - P.W.-GENERAL ADMIN & ENG Total		**969,450**	**209,017**	**277,002**	**189,699**	**198,520**	**204,730**

Streets: Engineering Program

Division Description: The Streets Division is responsible for operating and maintaining the City's streets (55 miles), sidewalks, trees, landscaped medians, parking lots, bicycle and pedestrian facilities, traffic control devices, streetlights, storm drains, and bridges. The Division is also responsible for removing trash and provides oversight of contracted street sweeping services in the City right-of-way. The Streets Division is primarily funded by HUTA Gas Tax and General Fund revenue. Grant funding, special event permit fees and related development impact mitigation fees also help fund the Division on qualifying street maintenance and beautification projects.

Division Core Services:

- Provide courteous and prompt service to the citizens of Santa Paula.
- Improve and maintain the City's public rights of way in an aesthetically pleasing and safe condition for the general welfare of the public.
- Improve and maintain the City's storm drainage system using established best management practices (BMP's).
- Support special events, including parades, movie productions and associated filming with road closures, safety barriers and informational signage.
- Assist with storm damage, downed trees, and hazard removal in the City's right of way and parks.
- Maintain Main Street and associated beautification measures.

Top Priorities for FY 2023/2024 through 2024/2025:

- Perform Citywide street maintenance
- Execute an on-going sidewalk repair program, incorporating disabled accessibility improvements for pedestrian facilities
- Implement geographic information system (GIS) for the mapping and asset identification of the streets system

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 5021 - STREETS ADMIN & ENGIN							
	Fund: 280 - STATE GAS TAX						
280-5-5021-001	SALARIES-FULL TIME	186,238	237,702	328,177	202,177	380,752	404,527
280-5-5021-003	SALARIES-OVERTIME	22,828	40,754	31,859	36,167	30,370	32,143
280-5-5021-004	LEAVE CASH OUT	6,048	1,561	2,640	4,901	4,673	4,860
280-5-5021-021	CAR ALLOWANCE	433	423	420	388	1,050	1,050
280-5-5021-041	CAFETERIA ALLOWANCE	34,577	51,802	63,960	39,517	78,480	82,620
280-5-5021-042	RETIREMENT	91,314	19,598	31,856	16,939	40,136	43,017
280-5-5021-043	WORKERS COMP	27,597	31,461	36,632	26,583	50,744	55,514
280-5-5021-044	MEDICARE	3,585	4,767	5,289	3,979	7,220	7,653
280-5-5021-046	LONG TERM DISABILITY	910	1,238	1,829	1,076	2,067	2,197
280-5-5021-047	RETIREMENT - PERS UNFUNDED AC	-	59,357	66,026	67,881	68,451	78,217
280-5-5021-048	CLOTHING ALLOWANCE	1,182	1,708	1,668	1,460	2,588	2,588
280-5-5021-049	CELL PHONE ALLOWANCE	379	426	-	382	-	-
280-5-5021-050	GROUP LIFE INSURANCE	-	35	-	729	-	-
280-5-5021-120	SUPPLIES-OFFICE	173	266	420	179	430	440
280-5-5021-209	PROF/CONTR SVCS-OTHER	37,539	25,346	25,750	24,960	31,876	32,021
280-5-5021-230	LEGAL ADVERTISING	238	-	300	-	300	300
280-5-5021-231	MISC ADVERTISING/PROMO	1,240	65	2,060	-	2,060	2,060
280-5-5021-305	VEHICLE FUEL	-	-	210	-	210	210
280-5-5021-352	TRAINING/WORKSHOPS/MEETINGS	24	-	1,550	-	1,570	1,590
280-5-5021-360	EDUCATIONAL REIMBURSEMENT	-	500	-	-	-	-
280-5-5021-610	EQUIPMENT-NEW	-	-	-	4,347	-	-
Fund: 280 - STATE GAS TAX Total:		**414,302**	**477,010**	**600,645**	**431,665**	**702,975**	**751,006**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-5021-001	SALARIES-FULL TIME	-	2,517	-	-	-	-
412-5-5021-042	RETIREMENT	-	625	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**3,142**	**-**	**-**	**-**	**-**
Department: 5021 - STREETS ADMIN & ENGIN Total:		**414,302**	**480,152**	**600,645**	**431,665**	**702,975**	**751,006**

Streets: Operation and Maintenance Program

Division Description: This program provides operation and maintenance services for the streets system. The streets system includes roads, parking lots, bicycle and pedestrian facilities, traffic control devices, streetlights, street trees, storm drains, and bridges. The program is funded by a combination of gas tax and local transportation TDA funds. Special event permit fees fund the operation and maintenance of temporary traffic control systems.

Division Core Services:

- Maintain all public rights of way, including streets, street lights, sidewalks, and open space areas.
- Implement temporary traffic control systems during construction and special events.
- Provide effective post-disaster response impacting public rights of way.
- Provide special event and holiday promotional support within the central business district.
- Provide effective traffic control systems maintenance and operation.

Top Priorities for FY 2023/2024 through 2024/25:

- Implement a Citywide Pothole Maintenance Program.
- Continue replacing obsolete street lighting systems with energy efficient (LED) systems
- Repair and maintain specified reflective traffic control signage
- Assist Engineering with implementing an effective sidewalk repair program.
- Investigate street and traffic control system damages, non-operations, or failures.
- Maintain weed and vegetation abatement program for fire protection and prevention
- Improve response time for emergency call-outs and related road closures.

Budget Commentary: The Streets division has budgeted $24,480 in FY 23-24 and $25,625 in FY 24-25 for professional services. These services include the M6 consulting contract, who currently performs interim engineering services for Public Works.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 5022 - STREET MAINTENANCE							
	Fund: 104 - GENERAL FUND-MEASURE T						
104-5-5022-123	SUPPLIES-SHOP & FIELD	9,105	14,971	-	19,065	16,000	16,000
104-5-5022-209	PROF/CONTR SVCS-OTHER	54,819	2,159	48,000	48,000	-	-
Fund: 104 - GENERAL FUND-MEASURE T Total:		**63,924**	**17,129**	**48,000**	**67,065**	**16,000**	**16,000**
	Fund: 280 - STATE GAS TAX						
280-5-5022-001	SALARIES-FULL TIME	22,020	(1,673)	-	-	-	-
280-5-5022-003	SALARIES-OVERTIME	4,473	(294)	-	-	-	-
280-5-5022-041	CAFETERIA ALLOWANCE	4,504	(366)	-	-	-	-
280-5-5022-042	RETIREMENT	2,692	(184)	-	-	-	-
280-5-5022-043	WORKERS COMP	3,675	(274)	-	-	-	-
280-5-5022-044	MEDICARE	450	(34)	-	-	-	-
280-5-5022-046	LONG TERM DISABILITY	125	(10)	-	-	-	-
280-5-5022-048	CLOTHING ALLOWANCE	199	(15)	-	-	-	-
280-5-5022-049	CELL PHONE ALLOWANCE	164	(13)	-	-	-	-
280-5-5022-103	DUES & SUBSCRIPTIONS	1,870	1,690	2,060	2,195	2,225	2,350
280-5-5022-121	SUPPLIES-CLOTHING/UNIFORMS	1,618	1,974	1,125	1,858	2,900	2,700
280-5-5022-123	SUPPLIES-SHOP & FIELD	13,847	20,288	20,600	19,933	22,000	24,000
280-5-5022-124	SUPPLIES-SAFETY	470	834	2,370	898	2,490	2,650
280-5-5022-173	MINOR EQUIPMENT-SHOP & FIELD	6,461	2,298	5,321	2,051	5,590	5,870
280-5-5022-175	MINOR EQUIPMENT-COMPUTER			700	-		
280-5-5022-202	PROF/CONTR SVCS-LANDSCAPE	26,620	32,079	30,000	38,910	40,000	40,000
280-5-5022-209	PROF/CONTR SVCS-OTHER	8,952	43,436	20,000	12,344	24,480	25,625
280-5-5022-214	PROF/CONTR SVCS-MEDICAL	-	-	-	100	-	-
280-5-5022-222	PROF/CONTR SVCS-SIGNAL MAINT	50,038	49,969	64,324	64,245	63,000	65,000
280-5-5022-223	PROF/CONTR SVCS-TREE TRIMMIN	23,954	31,974	36,050	1,500	38,000	39,000
280-5-5022-250	PROF/CONTR SVCS-HAZMAT	-	-	2,226	-	5,000	5,000
280-5-5022-280	UTILITY-ELECTRIC			-	2,753		
280-5-5022-285	UTILITY-STREET LIGHTING	211,047	203,599	210,000	205,819	220,500	231,525
280-5-5022-293	PERMITTING	425	-	725	-	750	775
280-5-5022-301	MAINT-BLDGS & IMPROVEMENTS	230	48	515	-	520	530
280-5-5022-305	VEHICLE FUEL	9,072	13,566	10,000	15,309	14,923	15,669
280-5-5022-307	EQUIPMENT MAINTENANCE CHAR	107,474	133,192	135,139	-	116,280	121,169
280-5-5022-352	TRAINING/WORKSHOPS/MEETINGS	200	265	850	225	5,800	5,950
280-5-5022-360	EDUCATIONAL REIMBURSEMENT	-	2,500	-	-	2,500	2,500
280-5-5022-370	LEASE/RENTAL	6,401	6,495	6,400	6,606	7,050	7,755
280-5-5022-610	EQUIPMENT-NEW	34,262	18,633	82,000	-	127,813	41,000
280-5-5022-755	OVERHEAD DUE GENERAL FUND	218,434	251,199	263,759	263,759	263,759	263,759
Fund: 280 - STATE GAS TAX Total:		**759,677**	**811,176**	**894,164**	**638,506**	**965,580**	**902,827**
	Fund: 281 - LOCAL TRANSPORTATION TDA						
281-5-5022-123	SUPPLIES-SHOP & FIELD	477	-	-	-	-	-
281-5-5022-209	PROF/CONTR SVCS-OTHER	598	7,617	-	-	-	-
Fund: 281 - LOCAL TRANSPORTATION TDA Total:		**1,075**	**7,617**	**-**	**-**	**-**	**-**
	Fund: 282 - LOCAL TRANS TDA ART 3	-	-	-		-	-
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-5022-209	PROF/CONTR SVCS-OTHER	-	-	25,000	-	-	-
412-5-5022-225	PROF/CONTR SVCS-SIGNS	-	8,656	1,344	995	-	-
412-5-5022-610	EQUIPMENT - NEW	-	-	100,000	99,850	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**8,656**	**126,344**	**100,845**	**-**	**-**
Department: 5022 - STREET MAINTENANCE Total:		**830,621**	**844,578**	**1,068,508**	**809,697**	**981,580**	**918,827**

Streets: NPDES Stormwater Quality Management Program

Division Description: This program administers the Stormwater Quality Management Program in compliance with the provisions of the Ventura County Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) Permit. The Administration and Engineering Division implements this program. A property tax assessment of $6.65 per Benefit Assessment Unit (BAU) partially funds National Pollutant Discharge Elimination System (NPDES) Permit compliance activities. There are approximately 11,516 BAUs, and the total citywide assessment is approximately $76,581.

Division Core Services:

- Maintain and enforce the Stormwater Quality Management Program
- Maintain stormwater quality Best Management Practices (BMPs) to the maximum extent feasible

Top Priorities for FY 2023/2024 through 2024/2025:

- Enhance the City's new website by posting educational materials on storm water pollution prevention BMPs for residents and businesses.
- Require total compliance with the Fats, Oils, and Grease (FOG) Program.
- Require total compliance with the Ventura Countywide Stormwater Quality Urban Impact Mitigation Plan (SQUIMP).
- Incorporate stormwater quality BMPs in improvements to City properties and in Capital Improvement Program (CIP) projects to the maximum extent feasible.
- Require private development projects and Capital Improvement Projects (CIP) to incorporate stormwater quality BMPs to the maximum extent feasible.
- Meet compliance deadlines for updated MS4 requirements, including TMDL Control Measures, installation of trash excluders, etc.
- Work with other local agencies to submit local Watershed Management Program for approval to the Regional Water Quality Control Board.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 5027 - NPDES							
	Fund: 205 - NPDES STORMWATER QUALITY						
205-5-5027-209	PROF/CONTR SVCS-OTHER	30,099	33,688	46,900	97,045	101,656	104,705
205-5-5027-230	LEGAL ADVERTISING	153	95	-	105	-	-
205-5-5027-293	PERMITTING	19,417	13,895	20,600	29,683	30,000	43,207
Fund: 205 - NPDES STORMWATER QUALITY Total:		**49,669**	**47,678**	**67,500**	**126,833**	**131,656**	**147,912**
Department: 5027 - NPDES Total:		**49,669**	**47,678**	**67,500**	**126,833**	**131,656**	**147,912**

Streets: Stormwater Program

Division Description: The Streets Division implements storm water quality best management practices (BMPs) to the maximum extent feasible during operation and maintenance activities in conformance with the Countywide Storm water Quality Management Plan and the Ventura County Municipal Storm water National Pollutant Discharge Elimination System (NPDES) Permit. The Division also administers the street sweeping services contract. All City streets are swept twice monthly. This program is primarily funded through a storm water assessment collected from all property owners by the Ventura County Watershed Protection District.

Division Core Services:

- To incorporate stormwater quality BMPs in operation and maintenance activities to the streets system to the maximum extent feasible.
- To provide emergency response to avert, minimize the damages of, and clean-up spills or illicit discharges of chemicals, hazardous materials, and solid and liquid wastes.

Top Priorities for FY 2023/2024 through 2024/2025:

- Implement stormwater quality BMPs in the operation and maintenance activities to the streets system to the maximum extent feasible.
- Implement stormwater quality BMPs at spills or illicit discharges of chemicals, hazardous materials, and solid and liquid wastes without delay.
- Investigate stormwater quality incidents without delay.
- Ensure that Athens Services is providing effective street sweeping services in accordance with its contractual obligations.
- Enact on-street regulatory parking time limits in order to maximize the effectiveness of street sweeping.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 5026 - STORMWATER PROGRAM							
	Fund: 206 - STORMWATER PROGRAM						
206-5-5026-001	SALARIES-FULL TIME	7,759	16,050	17,437	10,149	8,876	9,677
206-5-5026-003	SALARIES-OVERTIME	1,150	564	-	404	-	-
206-5-5026-041	CAFETERIA ALLOWANCE	1,152	2,437	2,400	1,445	1,680	1,860
206-5-5026-042	RETIREMENT	988	1,253	1,325	759	734	802
206-5-5026-043	WORKERS COMP	230	237	189	142	109	122
206-5-5026-044	MEDICARE	144	275	253	172	153	167
206-5-5026-046	LONG TERM DISABILITY	42	78	88	47	44	48
206-5-5026-047	RETIREMENT - PERS UNFUNDED AC	-	22	31	32	-	-
206-5-5026-049	CELL PHONE ALLOWANCE	-	-	-	-	-	-
206-5-5026-050	GROUP LIFE INSURANCE	-	2	-	31	-	-
206-5-5026-123	SUPPLIES-SHOP & FIELD	-	284	-	-	-	-
206-5-5026-209	PROF/CONTR SVCS-OTHER	101,577	97,544	5,000	25,712	31,700	31,700
206-5-5026-262	INSURANCE-VEHICLE	4,095	3,775	3,775	3,714	4,328	4,544
206-5-5026-305	VEHICLE FUEL	(18)	(44)	-	(7)	-	-
206-5-5026-307	EQUIPMENT MAINTENANCE CHAR	23,883	51,797	5,479	-	-	-
Fund: 206 - STORMWATER PROGRAM Total:		**141,002**	**174,272**	**35,976**	**42,601**	**47,624**	**48,921**
	Fund: 312 - CA USED OIL BLOCK GRANT						
312-5-5026-209	PROF/CONTR SVCS-OTHER	-	-	-	-	-	-
Fund: 312 - CA USED OIL BLOCK GRANT Total:		**-**	**-**	**-**	**-**	**-**	**-**
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-5026-001	SALARIES-FULL TIME	-	103	-	-	-	-
412-5-5026-042	RETIREMENT	-	100	-	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**203**	**-**	**-**	**-**	**-**
Department: 5026 - STORMWATER PROGRAM Total:		**141,002**	**174,475**	**35,976**	**42,601**	**47,624**	**48,921**

Streets: Flood Control Program

Division Description: This program performs operation and maintenance services for flood control facilities including debris and retention basins. It also provides for emergency sandbag distribution to the public for significant rain events. The Streets Division implements this program.

Division Core Services:

- To inspect and clean flood control facilities.
- To incorporate stormwater quality best management practices (BMPs) in the operation and maintenance activities to flood control facilities to the maximum extent feasible.

Top Priorities for FY 2023/2024 through 2024/2025:

- Inspect and clean debris and retention basins.
- Investigate stormwater quality incidents.

Streets: Hillsborough Open Space District Maintenance Program

Division Description: The Hillsborough Open Space District is a special assessment district that was formed in order to pay for the maintenance of storm drains and flood control facilities located in the Hillsborough Subdivision. There are seventy-one parcels in the District. The Streets Division with assistance from the Parks & Recreation Department for landscaping maintenance is responsible for implementing this program, including contract administration.

Program Core Services:

- To inspect and clean storm drains and flood control facilities.
- To provide pest control.
- To maintain landscape and irrigation system with assistance from P&R Department
- To incorporate stormwater quality BMPs in maintenance activities.

Top Priorities for FY 2023/2024 through 2024/2025:

- Work with P&R Department to incorporate drought tolerant landscaping.
- Investigate flooding and stormwater quality related incidents.

		FY 2020/21 Activity	FY 2021/22 Activity	FY 2022/23 Budget	FY 2022/23 YTD	FY 2023/24 Proposed	FY 2024/25 Proposed
Department: 5028 - P.W.-FLOOD CONTROL MAINT							
	Fund: 412 - AMERICAN RESCUE PLAN						
412-5-5028-209	PROF/CONTR SVCS-OTHER	-	8,423	141,578	778	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**8,423**	**141,578**	**778**	**-**	**-**
	Fund: 500 - HILLSBOROUGH OPEN SPACE						
500-5-5028-202	PROF/CONTR SVCS-LANDSCAPE	3,600	4,041	3,700	4,875	4,800	4,800
500-5-5028-209	PROF/CONTR SVCS-OTHER	660	330	1,110	495	750	750
500-5-5028-223	PROF/CONTR SVCS-TREE TRIMMIN	-	-	2,570	-	2,570	2,570
500-5-5028-230	LEGAL ADVERTISING	124	-	-	428	-	-
500-5-5028-280	UTILITY-WATER	-	-	2,370	-	-	-
Fund: 500 - HILLSBOROUGH OPEN SPACE Total:		**4,384**	**4,371**	**9,750**	**5,798**	**8,120**	**8,120**
Department: 5028 - P.W.-FLOOD CONTROL MAINT Tota		**4,384**	**12,793**	**151,328**	**6,575**	**8,120**	**8,120**

Solid Waste- Refuse Collection Programs

Division Description: This division provides contract administration and oversight for all solid waste collection and recycling operations provided by the City's franchise waste hauler (currently Athens Services, Inc.). Solid waste (refuse) includes rubbish and garbage except hazardous waste and sewage treatment residue (biosolids).

Division Core Services:

- Maintaining compliance with SB 1383 (Short-Lived Climate Pollutants: Organic Waste Methane Emissions Reductions) by achieving a 75% reduction in organic waste disposal by 2025.
- Maintain compliance with AB 939 (California Integrated Waste Management Act) by diverting a minimum of 50% of solid waste from landfill disposal.
- Maintaining compliance with AB 341 (Mandatory Commercial Recycling), by ensuring that covered businesses and multifamily dwellings are subscribing to recycling services.
- Maintaining compliance with AB 1826 (Mandatory Commercial Organics Recycling Program) by ensuring covered businesses and multifamily dwellings are subscribing to organic waste recycling services.
- Maintaining compliance with Ventura County Air Pollution Control District, South Coast Air Quality Management District, and California Air Resources Board regulations.
- Improving efficiencies in franchise hauler waste collection operations including analysis of routes, schedules, customer service quality and related impacts to current franchise agreement requirements.

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5051 - REFUSE ENGINEERING						
	Fund: 600 - REFUSE RESERVE					
600-5-5051-001	SALARIES-FULL TIME	10,345	(468)	-	-	-
600-5-5051-041	CAFETERIA ALLOWANCE	1,537	(73)	-	-	-
600-5-5051-042	RETIREMENT	1,226	(36)	-	-	-
600-5-5051-043	WORKERS COMP	124	(5)	-	-	-
600-5-5051-044	MEDICARE	171	(8)	-	-	-
600-5-5051-046	LONG TERM DISABILITY	49	(2)	-	-	-
600-5-5051-049	CELL PHONE ALLOWANCE	-	-	-	-	-
600-5-5051-209	PROF/CONTR SVCS-OTHER	35,558	46,941	42,000	-	-
600-5-5051-231	MISC ADVERTISING/PROMO	-	-	4,500	-	-
Fund: 600 - REFUSE RESERVE Total:		**49,009**	**46,349**	**46,500**	**-**	**-**
Department: 5051 - REFUSE ENGINEERING Total:		**49,009**	**46,349**	**46,500**	**-**	**-**
Department: 5052 - REFUSE OPERATIONS						
	Fund: 305 - BEV CONTAINER RECYCLING					
305-5-5052-209	PROF/CONTR SVCS-OTHER	-	-	44,282	-	-
Fund: 305 - BEV CONTAINER RECYCLING Total:		**-**	**-**	**44,282**	**-**	**-**
	Fund: 312 - CA USED OIL BLOCK GRANT					
312-5-5052-173	MINOR EQUIPMENT-SHOP & FIELD	-	-	2,830	-	-
312-5-5052-209	PROF/CONTR SVCS-OTHER	4,088	5,616	2,400	5,000	5,000
312-5-5052-231	MISC ADVERTISING/PROMO	3,759	1,454	1,520	-	-
312-5-5052-678	PRIOR YEAR ADJ EXPENDITURES	2,130	-	-	-	-
Fund: 312 - CA USED OIL BLOCK GRANT Total:		**9,978**	**7,070**	**6,750**	**5,000**	**5,000**
Department: 5052 - REFUSE OPERATIONS Total:		**9,978**	**7,070**	**51,032**	**5,000**	**5,000**

Geological Hazard Abatement District Program

Division Description: This program provides contract abatement services for the Geological Hazard Abatement District (GHAD). The GHAD is a special assessment district that was formed in order to pay for the prevention, mitigation, abatement, and control of geologic hazards within the GHAD jurisdictional boundaries that have damaged or that pose a significant threat to site improvements within the developed areas. The GHAD jurisdiction includes the Ridgeview at Vista Glen property consisting of approximately 14.1 acres at the northern terminus of Tenth Street. The Administration and Engineering Division performs the contract administration of this program.

Division Core Services:

- To provide prevention, mitigation, abatement, and control of geologic hazards.

Top Priorities for FY 2023/2024 through 2024/2025:

- Continue implementation of GHAD Plan of Control.
- Monitor and observe site improvements within the GHAD jurisdictional boundaries.

***Budget Commentary*:** FY 23-24 an allocation of $50,000 and FY 24-25 an allocation of $51,200, respectively, for Professional/Service-Other. Professional services from ENGEO Incorporated, which operates the Geologic Hazard Abatement District (GHAD). GHAD is a public agency formed by communities to provide a management structure and funding source to protect from landslides, erosion, liquefaction, flooding, and other hazards.

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5029 - GHAD-GEO HAZ ABATEMENT DIST						
	Fund: 503 - GHAD-GEO HAZ ABATE DIST					
503-5-5029-209	PROF/CONTR SVCS-OTHER	29,947	20,193	50,530	50,000	51,200
503-5-5029-230	LEGAL ADVERTISING	218	576	-	-	-
Fund: 503 - GHAD-GEO HAZ ABATE DIST Total:		**30,164**	**20,769**	**50,530**	**50,000**	**51,200**
Department: 5029 - GHAD-GEO HAZ ABATEMENT DIST		**30,164**	**20,769**	**50,530**	**50,000**	**51,200**

Wastewater (Sewer): Engineering Program

Division Description: This enterprise division provides contract administration and oversight for all engineering, operation and maintenance services contracts for the wastewater collection and treatment system (Santa Paula Water Recycling Facility, SPWRF). The wastewater collection system includes gravity and force main (pressurized) pipelines, maintenance holes (manholes), cleanouts, and lift stations. All private sewer laterals serving individual residential and commercial properties are the responsibility of the private property owners. The wastewater collection system directs all raw wastewater to the SPWRF to be treated and then discharged to percolation ponds that allow for relatively slow seepage into the underlying groundwater table. The SPWRF treats an average volume of 2.5 MGD raw wastewater with peak daily flows from time to time reaching up to 7.0 MGD.

This enterprise fund division is a City-owned, public utility providing services to the public for a fee (wastewater service fees). Enterprise fund revenue can only be spent on operational and capital costs that benefit the division and is predominantly comprised of wastewater service fees, bond proceeds, connection fees and development impact mitigation fees.

Division Core Services:

- Provide administration and oversight of all engineering, operation and maintenance contracts associated with the wastewater collection system and wastewater treatment plant (SPWRF).
- Monitor and regulate the discharge of untreated and treated wastewater into and through the wastewater collection and treatment system in accordance with the regulatory requirements established by all public agencies having jurisdiction, including the Los Angeles Regional Water Quality Control Board (LARWQCB) and the Ventura County Air Pollution Control District (VCAPCD).
- Enforce mandatory pretreatment regulations on all industrial dischargers in compliance with the Santa Paula Municipal Code (SPMC) Pretreatment Requirements.

Accomplishments from FY 2022/2023:

- In FY 2022/2023 the division completed a new biological odor control project for compliance with Ventura County Air Pollution Control District permit requirements. The division also completed a maintenance and rehabilitation project to extend design life and improve performance of the existing aeration basins. Several major WRF pumps and blowers were rebuilt and spare parts were purchased to improve plant reliability and address emergency conditions.

Top Priorities for FY 2023/2024 through 2024/2025:

- Complete collection system and WRF Master Plan which will identify CIPs for future years and will be incorporated into the next City Rate Study.
- Begin replacement program for WRF blowers. As the current aeration, MBR, and digester blowers reach the end of their useful lives, a planned replacement program will enable the WRF to continue functioning efficiently. Award construction contract for new Advanced Water Treatment

Facility (AWTF) contingent on findings from the Chloride Source Study: Complete design and funding for new AWTF to meet chloride discharge permit requirements by LARWQCB.

- Improve reliability of SPWRF operations: Continue to improve spare parts inventory and improve reliability and redundancy of operations by repairing and replacing aging equipment.

***Budget Commentary*:** The Wastewater Division large budget items include bond payments for principal and interest amounting to _____over the next two fiscal years. Operations and Management contracts for sewer treatments amount to $3,070,446 in FY 23-24 and $3,203,012 for FY 24-25. These costs include $299,415 for FGL lab monitoring, WRF chemicals are $266,027 and groundwater monitoring services by GSI for $299,415. VRSD will perform the operations and maintenance at the water recycling facility for the FY 23/24 for $1,381,699 and FY 24/25 in the amount of $1,423,150.

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5061 - WASTEWATER ENGINEERING						
	Fund: 412 - AMERICAN RESCUE PLAN					
412-5-5061-001	SALARIES-FULL TIME	-	3,350	-	-	-
412-5-5061-042	RETIREMENT	-	700	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**4,050**	**-**	**-**	**-**
	Fund: 610 - SEWER					
610-5-5061-001	SALARIES-FULL TIME	255,990	266,665	378,320	288,998	309,571
610-5-5061-003	SALARIES-OVERTIME	8,243	14,570	11,378	2,515	2,671
610-5-5061-004	LEAVE CASH OUT	4,334	3,362	2,897	2,748	2,859
610-5-5061-021	CAR ALLOWANCE	2,108	2,116	2,100	2,520	2,520
610-5-5061-041	CAFETERIA ALLOWANCE	33,969	41,029	59,160	48,900	50,310
610-5-5061-042	RETIREMENT	111,270	19,798	36,477	32,009	34,436
610-5-5061-043	WORKERS COMP	19,870	18,782	26,122	18,177	20,115
610-5-5061-044	MEDICARE	4,326	4,552	5,732	5,014	5,337
610-5-5061-046	LONG TERM DISABILITY	1,033	1,101	1,978	1,465	1,570
610-5-5061-047	RETIREMENT - PERS UNFUNDED ACC	-	44,303	50,190	7,231	7,927
610-5-5061-048	CLOTHING ALLOWANCE	429	677	596	144	144
610-5-5061-049	CELL PHONE ALLOWANCE	796	714	-	-	-
610-5-5061-050	GROUP LIFE INSURANCE	-	32	-	-	-
610-5-5061-103	DUES & SUBSCRIPTIONS	25	-	-	-	-
610-5-5061-120	SUPPLIES-OFFICE	662	144	1,060	1,060	1,100
610-5-5061-173	MINOR EQUIPMENT-SHOP & FIELD	-	-	400	400	400
610-5-5061-203	PROF/CONTR SVCS-LEGAL	27,484	17,612	23,870	27,500	24,500
610-5-5061-209	PROF/CONTR SVCS-OTHER	214,039	156,896	238,370	175,055	145,047
610-5-5061-231	MISC ADVERTISING/PROMO	1,279	163	4,500	2,500	2,500
610-5-5061-261	INSURANCE-PUBLIC LIABILITY	122,245	141,010	143,830	176,958	185,806
610-5-5061-280	UTILITY-ELECTRIC	97,382	115,190	91,240	117,000	119,000
610-5-5061-281	UTILITY-GAS	804	1,004	960	1,500	1,550
610-5-5061-282	UTILITY-TELEPHONE	6	-	2,000	-	-
610-5-5061-301	MAINT-BLDGS & IMPROVEMENTS	213	48	480	3,334	3,334
610-5-5061-305	VEHICLE FUEL	-	-	300	300	300
610-5-5061-352	TRAINING/WORKSHOPS/MEETINGS	39	-	1,590	1,600	1,600
610-5-5061-360	EDUCATIONAL REIMBURSEMENT	-	1,250	-	-	-
610-5-5061-370	LEASE/RENTAL	4,612	4,795	6,000	12,589	12,589
610-5-5061-610	EQUIPMENT-NEW	-	-	-	-	-
Fund: 610 - SEWER Total:		**911,158**	**855,813**	**1,089,550**	**929,517**	**935,184**
Department: 5061 - WASTEWATER ENGINEERING Tota		**911,158**	**859,863**	**1,089,550**	**929,517**	**935,184**

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5065 - WASTEWATER DEBT & TRANS						
	Fund: 610 - SEWER					
610-5-5065-201	PROFESSIONAL/CONTRACTUAL SERV	10,276	17,360	-	-	-
610-5-5065-209	PROF/CONTR SVCS-OTHER	12,194	15,460	-	-	-
610-5-5065-511	PRINCIPAL DUE BOND HOLDERS	-	1,305,000	1,345,000	-	-
610-5-5065-512	INTEREST DUE BOND HOLDERS	2,458,046	2,869,282	2,572,432	-	-
610-5-5065-520	COST OF ISSUANCE-BONDS	323,456	-	-	-	-
610-5-5065-751	TRANSFER COSTS-UB CUSTOMER BIL	195,846	217,440	-	272,369	287,128
610-5-5065-755	OVERHEAD DUE GENERAL FUND	523,768	602,333	622,749	622,749	622,749
Fund: 610 - SEWER Total:		**3,523,585**	**5,026,874**	**4,540,181**	**895,118**	**909,877**
Department: 5065 - WASTEWATER DEBT & TRANS Tot		**3,523,585**	**5,026,874**	**4,540,181**	**895,118**	**909,877**

Wastewater (Sewer): Operation and Maintenance Program

Division Description: This enterprise division provides contract administration and oversight for all engineering, operation and maintenance services contracts for the wastewater collection and treatment system (Santa Paula Water Recycling Facility, SPWRF). The wastewater collection system includes gravity and force main (pressurized) pipelines, maintenance holes (manholes), cleanouts, and lift stations. All private sewer laterals serving individual residential and commercial properties are the responsibility of the private property owners. The wastewater collection system directs all raw wastewater to the SPWRF to be treated and then discharged to percolation ponds that allow for relatively slow seepage into the underlying groundwater table. The SPWRF treats an average volume of 2.5 MGD raw wastewater with peak daily flows from time to time reaching up to 7.0 MGD.

This enterprise fund division is a City-owned, public utility providing services to the public for a fee (wastewater service fees). Enterprise fund revenue can only be spent on operational and capital costs that benefit the division and is predominantly comprised of wastewater service fees, bond proceeds, connection fees and development impact mitigation fees.

Division Core Services:

- Provide administration and oversight of all engineering, operation and maintenance contracts associated with the wastewater collection system and wastewater treatment plant (SPWRF).
- Monitor and regulate the discharge of untreated and treated wastewater into and through the wastewater collection and treatment system in accordance with the regulatory requirements established by all public agencies having jurisdiction, including the Los Angeles Regional Water Quality Control Board (LARWQCB) and the Ventura County Air Pollution Control District (VCAPCD).
- Enforce mandatory pretreatment regulations on all industrial dischargers in compliance with the Santa Paula Municipal Code (SPMC) Pretreatment Requirements.

Accomplishments from FY 2022/2023:

In FY 2022/2023 the division provided operational support for a new biological odor control project which meets compliance with the Ventura County Air Pollution Control District. The division also provided operational support for a maintenance and rehabilitation project to extend design life and improve performance of the existing aeration basins. Several major WRF pumps and blowers were rebuilt and spare parts were purchased to improve plant reliability and address emergency conditions.

Top Priorities for FY 2023/2024 through 2024/2025:

- Provide support for completion of collection system and WRF Master Plan which will project CIPs for future years and will be incorporated into the next City Rate Study.
- Provide operational support for a replacement program for WRF blowers. As the current aeration, MBR, and digester blowers reach the end of their useful lives, a planned replacement program will enable the WRF to continue functioning efficiently.
- Provide collection system analysis and flow monitoring support during development of chloride study to confirm design criteria for new AWTF.
- Improve reliability of SPWRF operations: Continue to improve spare parts inventory and improve reliability and redundancy of operations by repairing and replacing aging equipment

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5063 - WASTEWATER OPERATIONS						
	Fund: 610 - SEWER					
610-5-5063-045	UNEMPLOYMENT	2,251	44	-	-	-
610-5-5063-123	SUPPLIES-SHOP & FIELD	-	-	253	-	-
610-5-5063-171	MINOR EQUIPMENT-OFFICE	-	1,372	-	-	-
610-5-5063-209	PROF/CONTR SVCS-OTHER	549,156	446,159	771,331	833,146	863,443
610-5-5063-228	SEWER TREATMENT-O & M CONTR	1,801,898	1,857,391	2,361,367	3,070,446	3,203,013
610-5-5063-231	MISC ADVERTISING/PROMO	532	285	5,400	500	500
610-5-5063-263	INSURANCE-BUILDING/PROPERTY	249,102	244,354	245,531	339,655	361,638
610-5-5063-280	UTILITY-ELECTRIC	528,945	575,569	590,250	605,100	615,420
610-5-5063-281	UTILITIES-OTHER	-	-	12,300	1,100	1,150
610-5-5063-282	UTILITY-TELEPHONE	-	-	2,000	-	-
610-5-5063-293	PERMITTING	49,402	61,994	57,290	63,000	63,500
610-5-5063-505	COUNTY-PROPERTY TAX	-	3,360	-	3,350	3,350
Fund: 610 - SEWER Total:		**3,181,285**	**3,190,527**	**4,045,722**	**4,916,297**	**5,112,013**
Department: 5063 - WASTEWATER OPERATIONS Total		**3,181,285**	**3,190,527**	**4,045,722**	**4,916,297**	**5,112,013**

Water: Engineering Program

Division Description: 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 within the new EA1 (Harvest) development anticipated to be turned over to the City by 2025, 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 enterprise fund 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.

Division Core Services:

- Oversee the continuous improvement of the public potable water supply from production, treatment and storage to distribution.
- Conduct regular engineering assessments and evaluations to ensure timely and cost-effective delivery of potable water system capital improvements.
- Efficiently operate and maintain the potable water system to ensure the production and delivery of safe, clean drinking water enhances the health, safety and general welfare of the community.
- Monitor, test, evaluate and report all regulatory water quality parameters in accordance with the requirements established by all public agencies having jurisdiction, including the State Water Resources Control Board, Division of Drinking Water, and the California Department of Water Resources.

***Budget Commentary*:** The Water Division budget items also include bond payments for principal and interest amounting to _____ over the next two fiscal years. Water replenishment charges were increased due to increased pumping fees, resulting in a budget of $999,020 for FY 23-24 and $1,098,922 in FY 24-25. Professional services for the water division are budgeted at $364,302 for FY 23-24 and $397,754 for FY 24-25. Included in this budget is a MKN contract services for $137,862 for the first year and $206,029 for the second year. Three emergency repair contractors are also budgeted under professional services for emergency water repairs, with an allocation of $50,000 each.

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5071 - WATER ENGINEERING						
	Fund: 412 - AMERICAN RESCUE PLAN					
412-5-5071-001	SALARIES-FULL TIME	-	2,092	-	-	-
412-5-5071-042	RETIREMENT	-	500	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**2,592**	**-**	**-**	**-**
	Fund: 620 - WATER					
620-5-5071-001	SALARIES-FULL TIME	212,528	218,111	364,123	336,050	360,897
620-5-5071-003	SALARIES-OVERTIME	1,655	2,928	2,276	2,375	2,517
620-5-5071-004	LEAVE CASH OUT	4,353	2,369	1,816	3,949	4,170
620-5-5071-021	CAR ALLOWANCE	1,495	1,481	1,470	2,520	2,520
620-5-5071-041	CAFETERIA ALLOWANCE	21,287	25,969	51,240	52,980	54,390
620-5-5071-042	RETIREMENT	94,764	13,327	37,177	38,782	41,840
620-5-5071-043	WORKERS COMP	11,572	9,848	18,778	19,739	21,872
620-5-5071-044	MEDICARE	3,423	3,441	5,362	5,771	6,157
620-5-5071-046	LONG TERM DISABILITY	675	694	1,863	1,701	1,828
620-5-5071-047	RETIREMENT - PERS UNFUNDED ACC	-	51,793	59,397	8,558	9,327
620-5-5071-048	CLOTHING ALLOWANCE	86	197	119	144	144
620-5-5071-049	CELL PHONE ALLOWANCE	630	445	-	-	-
620-5-5071-050	GROUP LIFE INSURANCE	-	20	-	-	-
620-5-5071-103	DUES & SUBSCRIPTIONS	210	25	4,250	300	300
620-5-5071-120	SUPPLIES-OFFICE	1,006	-	4,250	4,000	4,000
620-5-5071-123	SUPPLIES-SHOP & FIELD	-	-	-	-	-
620-5-5071-203	PROF/CONTR SVCS-LEGAL	-	-	2,660	6,200	2,700
620-5-5071-209	PROF/CONTR SVCS-OTHER	84,840	26,589	40,000	30,480	30,575
620-5-5071-230	LEGAL ADVERTISING	-	-	2,660	2,700	2,700
620-5-5071-231	MISC ADVERTISING/PROMO	2,081	116	1,380	1,500	1,500
620-5-5071-261	INSURANCE-PUBLIC LIABILITY	122,245	141,010	143,830	176,958	185,806
620-5-5071-262	INSURANCE-VEHICLE	702	648	667	742	779
620-5-5071-280	UTILITY-ELECTRIC	356,014	421,117	350,100	422,000	429,174
620-5-5071-281	UTILITY-GAS	1,239	1,546	1,280	2,312	2,350
620-5-5071-282	UTILITY-TELEPHONE	170	-	13,400	-	-
620-5-5071-301	MAINT-BLDGS & IMPROVEMENTS	213	48	750	3,334	3,334
620-5-5071-305	VEHICLE FUEL	-	-	320	340	340
620-5-5071-352	TRAINING/WORKSHOPS/MEETINGS	23	-	1,600	1,650	1,700
620-5-5071-360	EDUCATIONAL REIMBURSEMENT	-	750	-	-	-
620-5-5071-370	LEASE/RENTAL	40,232	41,325	49,390	50,089	50,089
620-5-5071-610	EQUIPMENT-NEW	-	-	-	-	-
Fund: 620 - WATER Total:		**961,445**	**963,798**	**1,160,157**	**1,175,174**	**1,221,010**
Department: 5071 - WATER ENGINEERING Total:		**961,445**	**966,390**	**1,160,157**	**1,175,174**	**1,221,010**

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5075 - WATER DEBT & TRANSFERS						
	Fund: 620 - WATER					
620-5-5075-201	PROFESSIONAL/CONTRACTUAL SERV	2,202	3,720	-	-	-
620-5-5075-209	PROF/CONTR SVCS-OTHER	5,670	7,000	-	-	-
620-5-5075-511	PRINCIPAL DUE BOND HOLDERS	-	1,525,000	1,585,000	-	-
620-5-5075-512	INTEREST DUE BOND HOLDERS	1,431,746	931,379	1,158,507	-	-
620-5-5075-513	DUE PARK WATER	73,000	73,000	-	73,000	73,000
620-5-5075-521	PROJECT EXPENSE - DISBURSEMENT	2,473	-	-	-	-
620-5-5075-673	OPEB EXP-GASB 75	602,227	-	-	-	-
620-5-5075-674	PENSION EXP-GASB 68	110,532	-	-	-	-
620-5-5075-675	DEPRECIATION EXPENSE	1,097,987	-	-	-	-
620-5-5075-755	OVERHEAD DUE GENERAL FUND	842,673	969,074	1,017,528	1,017,528	1,017,528
Fund: 620 - WATER Total:		**4,168,511**	**3,509,173**	**3,761,035**	**1,090,528**	**1,090,528**
Department: 5075 - WATER DEBT & TRANSFERS Total:		**4,168,511**	**3,509,173**	**3,761,035**	**1,090,528**	**1,090,528**

Water: Operation and Maintenance Program

Division Description: 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 within the new EA1 (Harvest) development anticipated to be turned over to the City by 2025, 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 enterprise fund 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.

Division Core Services:

- Oversee the continuous improvement of the public potable water supply from production, treatment and storage to distribution.
- Conduct regular engineering assessments and evaluations to ensure timely and cost-effective delivery of potable water system capital improvements.
- Efficiently operate and maintain the potable water system to ensure the production and delivery of safe, clean drinking water enhances the health, safety and general welfare of the community.
- Monitor, test, evaluate and report all regulatory water quality parameters in accordance with the requirements established by all public agencies having jurisdiction, including the State Water Resources Control Board, Division of Drinking Water, and the California Department of Water Resources.

Top Priorities for FY 2023/2024 through FY 2024/2025:

- Complete Mesa Tank replacement project.
- Complete design of Well 12 Treatment Facility rehabilitation and upgrade project.
- Complete design of Canyon Booster rehabilitation and upgrade project.
- Update existing Water Atlas.
- Review and replace all safety equipment as needed.
- Expand Operator safety and continuing education training program.
- Improve customer outreach and communication including the improvement of answering service.
- Conduct a system wide assessment and upgrade of all SCADA instrumentation and communication equipment.
- Specify, replace and upgrade all primary water production meters at the Steckel Water Treatment Facility.

- Identify and replace valves and valve actuators in need of repair or replacement at the Steckel Water Treatment Facility
- Conduct filter media inspection and assessment at Steckel Water Treatment Facility.
- Conduct assessment of all wells and booster pumps.
- Identify and replace remaining 2”,3”, and 4” mainlines.
- Implement water meter replacement and cellular endpoint upgrade program with a target of 500 meters annually. Implement distribution system valve exercising program.
- Repair or replace 30 non-functional distribution system valves.
- Repair or replace 50% of Air/Vac valves in the distribution system annually.
- Implement a Fire Hydrant Maintenance and replacement Program.
- Test all booster pumps and motors for energy efficiency annually.
- Implement a Water Leak Detection Program.

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5072 - WATER MAINTENANCE						
	Fund: 412 - AMERICAN RESCUE PLAN					
412-5-5072-001	SALARIES-FULL TIME	-	7,531	-	-	-
412-5-5072-042	RETIREMENT	-	1,000	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**8,531**	**-**	**-**	**-**
	Fund: 620 - WATER					
620-5-5072-001	SALARIES-FULL TIME	487,291	598,256	639,418	721,669	767,870
620-5-5072-003	SALARIES-OVERTIME	51,609	69,024	22,819	62,506	66,062
620-5-5072-004	LEAVE CASH OUT	12,061	3,230	3,606	6,528	6,852
620-5-5072-041	CAFETERIA ALLOWANCE	95,868	126,881	132,000	118,260	121,659
620-5-5072-042	RETIREMENT	232,943	55,231	64,775	79,095	84,757
620-5-5072-043	WORKERS COMP	78,204	86,800	90,106	119,106	130,668
620-5-5072-044	MEDICARE	8,711	10,887	9,724	13,255	14,030
620-5-5072-045	UNEMPLOYMENT	4,494	-	-	-	-
620-5-5072-046	LONG TERM DISABILITY	2,560	3,138	3,354	3,971	4,224
620-5-5072-047	RETIREMENT - PERS UNFUNDED ACC	-	238,795	263,594	217,208	248,691
620-5-5072-048	CLOTHING ALLOWANCE	4,180	5,299	4,766	5,175	5,175
620-5-5072-049	CELL PHONE ALLOWANCE	2,732	4,774	-	-	-
620-5-5072-050	GROUP LIFE INSURANCE	-	87	-	-	-
620-5-5072-101	POSTAGE	-	52	270	270	270
620-5-5072-103	DUES & SUBSCRIPTIONS	5,228	5,725	6,900	6,900	6,900
620-5-5072-120	SUPPLIES-OFFICE	396	620	640	740	800
620-5-5072-121	SUPPLIES-CLOTHING/UNIFORMS	1,063	1,171	1,500	2,500	2,500
620-5-5072-123	SUPPLIES-SHOP & FIELD	9,042	11,441	12,070	12,000	13,000
620-5-5072-124	SUPPLIES-SAFETY	6,121	4,471	8,000	10,000	10,000
620-5-5072-171	MINOR EQUIPMENT-OFFICE	740	438	-	1,000	1,000
620-5-5072-173	MINOR EQUIPMENT-SHOP & FIELD	12,611	13,129	18,040	19,000	20,000
620-5-5072-202	PROF/CONTR SVCS-LANDSCAPE	18,375	16,462	19,310	17,200	17,200
620-5-5072-209	PROF/CONTR SVCS-OTHER	168,578	152,726	283,490	325,342	359,604
620-5-5072-214	PROF/CONTR SVCS-MEDICAL	322	680	810	810	810
620-5-5072-223	PROF/CONTR SVCS-TREE TRIMMING	11,545	34,400	10,610	11,500	12,000
620-5-5072-231	MISC ADVERTISING/PROMO	930	-	1,060	4,000	4,000
620-5-5072-233	PROFESSIONAL/CONTRACTUAL SERV	14,571	17,879	14,990	16,000	16,500
620-5-5072-262	INSURANCE-VEHICLE	410	378	397	433	454
620-5-5072-282	UTILITY-TELEPHONE	2,420	2,247	3,720	3,307	3,365
620-5-5072-293	PERMITTING	6,081	3,845	8,450	9,700	9,800
620-5-5072-295	PROJECT-MISC SVCS	(2,383)	-	-	-	-
620-5-5072-301	MAINT-BLDGS & IMPROVEMENTS	51	1,113	10,610	30,000	-
620-5-5072-304	MAINT-VEHICLES, EQUIPMENT	269	96	1,060	600	600
620-5-5072-305	VEHICLE FUEL	26,260	35,159	31,650	38,675	40,609
620-5-5072-307	EQUIPMENT MAINTENANCE CHARGE	121,712	147,991	149,748	125,225	130,490
620-5-5072-309	MAINT-MINOR EQUIPMENT	-	1,193	1,060	1,400	1,400
620-5-5072-310	MAINTENANCE-T & D MAINS	18,118	20,155	31,830	31,830	31,830
620-5-5072-311	MAINTENANCE-SERVICES	38,265	36,031	51,560	55,000	57,000
620-5-5072-312	MAINTENANCE-HYDRANTS	-	14,560	15,610	-	-
620-5-5072-313	MAINTENANCE-METERS	748	-	-	-	-
620-5-5072-314	MAINTENANCE-SUPPLY FACILITY	374	460	2,130	2,130	2,130
620-5-5072-315	MAINT-BOOSTER PUMPING FACILITY	3,679	-	5,310	5,310	5,310
620-5-5072-316	MAINTENANCE-STORAGE FACILITY	-	-	6,370	20,000	6,370
620-5-5072-352	TRAINING/WORKSHOPS/MEETINGS	89	7,791	6,370	7,700	7,700
620-5-5072-360	EDUCATIONAL REIMBURSEMENT	-	1,760	3,100	4,500	4,500
620-5-5072-370	LEASE/RENTAL	-	-	-	-	-
620-5-5072-505	COUNTY-PROPERTY TAX	3,250	65	3,720	10	10
620-5-5072-610	EQUIPMENT-NEW	-	28,979	-	40,000	40,000
Fund: 620 - WATER Total:		**1,449,518**	**1,763,421**	**1,944,547**	**2,149,854**	**2,256,141**
Department: 5072 - WATER MAINTENANCE Total:		**1,449,518**	**1,771,952**	**1,944,547**	**2,149,854**	**2,256,141**

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5073 - WATER OPERATIONS						
	Fund: 412 - AMERICAN RESCUE PLAN					
412-5-5073-001	SALARIES-FULL TIME	-	1,886	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**1,886**	**-**	**-**	**-**
	Fund: 620 - WATER					
620-5-5073-001	SALARIES-FULL TIME	102,385	57,698	133,542	266,682	284,455
620-5-5073-003	SALARIES-OVERTIME	16,660	23,856	5,898	20,835	22,021
620-5-5073-004	LEAVE CASH OUT	5,923	-	-	2,953	3,133
620-5-5073-041	CAFETERIA ALLOWANCE	14,519	11,650	24,000	42,060	43,193
620-5-5073-042	RETIREMENT	50,432	7,551	14,281	29,777	31,983
620-5-5073-043	WORKERS COMP	19,404	10,294	19,362	41,298	45,351
620-5-5073-044	MEDICARE	2,104	1,390	2,036	4,847	5,141
620-5-5073-046	LONG TERM DISABILITY	457	368	711	1,455	1,551
620-5-5073-047	RETIREMENT - PERS UNFUNDED ACC	-	3,112	3,507	72,980	83,505
620-5-5073-048	CLOTHING ALLOWANCE	656	485	953	1,725	1,725
620-5-5073-049	CELL PHONE ALLOWANCE	219	380	-	-	-
620-5-5073-050	GROUP LIFE INSURANCE	-	10	-	-	-
620-5-5073-103	DUES & SUBSCRIPTIONS	1,928	1,970	7,430	3,000	3,000
620-5-5073-120	SUPPLIES-OFFICE	214	108	440	500	550
620-5-5073-121	SUPPLIES-CLOTHING/UNIFORMS	906	1,530	1,000	1,000	1,000
620-5-5073-123	SUPPLIES-SHOP & FIELD	4,671	3,662	5,310	6,000	6,200
620-5-5073-124	SUPPLIES-SAFETY	863	2,045	2,180	3,250	3,250
620-5-5073-171	MINOR EQUIPMENT-OFFICE	358	25	220	2,500	2,500
620-5-5073-173	MINOR EQUIPMENT-SHOP & FIELD	5,954	4,900	4,000	6,000	6,000
620-5-5073-175	MINOR EQUIPMENT-COMPUTER	-	-	1,000	2,000	2,000
620-5-5073-209	PROF/CONTR SVCS-OTHER	47,760	38,925	30,000	8,480	8,575
620-5-5073-231	MISC ADVERTISING/PROMO	729	-	540	540	540
620-5-5073-241	PRINTING & BINDING-EXTERNAL	1,167	5,019	7,000	7,000	7,000
620-5-5073-293	PERMITTING	23,052	58,740	61,800	61,800	61,800
620-5-5073-301	MAINT-BLDGS & IMPROVEMENTS	6,615	2,775	10,610	14,000	10,000
620-5-5073-305	VEHICLE FUEL	8,839	9,832	10,530	10,815	11,356
620-5-5073-306	MAINTENANCE-SCADA	14,840	3,682	15,920	75,000	43,000
620-5-5073-309	MAINT-MINOR EQUIPMENT	1,832	832	-	4,000	4,000
620-5-5073-314	MAINTENANCE-SUPPLY FACILITY	15,420	16,781	21,220	22,000	23,000
620-5-5073-315	MAINT-BOOSTER PUMPING FACILITY	2,566	91	9,030	10,000	10,000
620-5-5073-316	MAINTENANCE-STORAGE FACILITY	2,909	5,834	6,310	6,400	6,400
620-5-5073-317	WATER TREATMENT-CHEMICALS	37,906	35,741	38,000	43,700	45,000
620-5-5073-318	WATER TREATMENT-COMPLIANCE	28,114	22,100	47,740	47,740	47,740
620-5-5073-319	MAINT-WATER TREATMENT EQUIP	15,336	12,807	26,530	18,000	18,000
620-5-5073-352	TRAINING/WORKSHOPS/MEETINGS	170	1,900	2,130	3,500	3,500
620-5-5073-370	LEASE/RENTAL	2,964	5,306	12,730	3,000	3,000
620-5-5073-516	WATER REPLENISHMENT CHARGE	822,371	908,201	908,200	999,020	1,098,922
620-5-5073-610	EQUIPMENT-NEW	-	78,690	180,000	15,000	15,000
620-5-5073-678	PRIOR YEAR ADJ EXPENDITURES	-	(57,791)	-	-	-
Fund: 620 - WATER Total:		**1,260,242**	**1,280,501**	**1,614,160**	**1,858,855**	**1,963,390**
Department: 5073 - WATER OPERATIONS Total:		**1,260,242**	**1,282,387**	**1,614,160**	**1,858,855**	**1,963,390**

Fleet Maintenance Program

Division Description: This division provides equipment preventative maintenance and repair services for all City departments. Listed equipment includes automobiles, service trucks, commercial motor vehicles, construction equipment, trailers, landscaping equipment, police pursuit vehicles, police motorcycles, emergency power generation equipment. This division is classified as an internal services fund division and as such, is funded through cost allocation revenues collected from all City departments utilizing fleet maintenance services.

Division Core Services:

- Provide highly efficient and expert preventive equipment maintenance and repair services for all City departments, including Administration, Police, Parks & Recreation and Public Works (all divisions).

Top Priorities for FY 2023/2024 through FY 2024/2025:

- Develop Equipment Replacement Program.
- Specify vehicle builds and assist with procurement.
- Implement a program to organize shop inventory.
- Replace older shop equipment and add new equipment in line with technological advancements.
- Develop a fleet electrification program to comply with upcoming California Air Resources Board (CARB) Advanced Clean Fleets Regulation (ACF) for phase in of Zero Emission Vehicles (ZEV) Electric Vehicles (EV) starting 2024.
- Provide California Highway Patrol required Basic Inspection of Terminal and quarterly (BIT) inspections of commercial motor vehicles.
- Conduct exhaust opacity tests on diesel-powered equipment for California Air Resources Board Compliance.
- Maintain California Highway Patrol required pre- and post-trip driver inspection records.
- Install and maintain code 3 lighting and radio communication equipment.
- Provide hazardous materials handling, temporary storage, disposal, and record keeping services for compliance with County of Ventura Environmental Health.

Budget Commentary: The Fleet Maintenance division has a budget of $149,100 in FY 23-24 and $156,000 in FY 24-25 for regular vehicle maintenance. From the previous fiscal year, there is a slight increase due to the increase in cost on parts. Supplies for shop and field were budgeted at $22,530 for FY 23-24 and $23,100 for FY 24-25 for the costs of parts.

		2020-2021 Activity	2021-2022 Activity	2022-2023 Budget	Final Year 1	Final Year 2
Department: 5041 - EQUIPMENT MAINT						
	Fund: 412 - AMERICAN RESCUE PLAN					
412-5-5041-001	SALARIES-FULL TIME	-	3,677	-	-	-
412-5-5041-042	RETIREMENT	-	1,500	-	-	-
Fund: 412 - AMERICAN RESCUE PLAN Total:		**-**	**5,177**	**-**	**-**	**-**
	Fund: 702 - EQUIPMENT MAINTENANCE					
702-5-5041-001	SALARIES-FULL TIME	190,146	178,786	203,986	209,661	221,683
702-5-5041-002	SALARIES-PART TIME	-	17,646	-	-	-
702-5-5041-003	SALARIES-OVERTIME	841	2,094	-	2,359	2,463
702-5-5041-004	LEAVE CASH OUT	-	10,526	1,440	3,628	3,773
702-5-5041-041	CAFETERIA ALLOWANCE	33,337	34,974	38,400	45,600	49,200
702-5-5041-042	RETIREMENT	60,987	18,942	21,234	24,282	25,783
702-5-5041-043	WORKERS COMP	27,092	27,161	28,827	34,061	37,120
702-5-5041-044	MEDICARE	3,050	3,353	2,999	3,813	4,043
702-5-5041-046	LONG TERM DISABILITY	893	851	1,032	1,065	1,127
702-5-5041-047	RETIREMENT - PERS UNFUNDED ACC	-	74,345	81,155	3,138	3,234
702-5-5041-048	CLOTHING ALLOWANCE	1,446	1,367	1,430	1,725	1,725
702-5-5041-050	GROUP LIFE INSURANCE	-	23	-	-	-
702-5-5041-103	DUES & SUBSCRIPTIONS	3,180	2,862	4,200	4,900	4,900
702-5-5041-120	SUPPLIES-OFFICE	245	104	170	200	220
702-5-5041-121	SUPPLIES-CLOTHING/UNIFORMS	3,697	4,122	3,500	1,800	1,450
702-5-5041-123	SUPPLIES-SHOP & FIELD	11,583	17,622	20,000	22,530	23,100
702-5-5041-124	SUPPLIES-SAFETY	1,157	3,233	3,000	1,300	1,350
702-5-5041-171	MINOR EQUIPMENT-OFFICE	1,860	-	2,500	1,500	1,500
702-5-5041-173	MINOR EQUIPMENT-SHOP & FIELD	4,803	7,794	8,000	13,000	13,000
702-5-5041-175	MINOR EQUIPMENT-COMPUTER	4,810	3,849	5,000	-	-
702-5-5041-209	PROF/CONTR SVCS-OTHER	200	330	2,000	5,480	5,575
702-5-5041-227	PROF/CONTR-TEMP PERSONNEL	-	-	20,000	-	-
702-5-5041-250	PROF/CONTR SVCS-HAZMAT	2,081	2,059	3,000	3,000	3,000
702-5-5041-282	UTILITY-TELEPHONE	-	-	200	-	-
702-5-5041-301	MAINT-BLDGS & IMPROVEMENTS	1,213	11,179	2,500	2,500	2,500
702-5-5041-304	MAINT-VEHICLES, EQUIPMENT	139,466	142,458	140,000	149,100	156,000
702-5-5041-305	VEHICLE FUEL	2,108	1,827	2,700	3,000	3,000
702-5-5041-309	MAINT-MINOR EQUIPMENT	2,531	3,102	3,000	3,000	3,100
702-5-5041-352	TRAINING/WORKSHOPS/MEETINGS	(180)	687	2,000	2,000	2,000
702-5-5041-610	EQUIPMENT-NEW	-	46,558	-	-	-
702-5-5041-755	OVERHEAD DUE GENERAL FUND	106,174	122,101	128,206	128,206	128,206
Fund: 702 - EQUIPMENT MAINTENANCE Total:		**602,721**	**739,955**	**730,479**	**670,847**	**699,052**
Department: 5041 - EQUIPMENT MAINT Total:		**602,721**	**745,132**	**730,479**	**670,847**	**699,052**

Capital Improvement Projects

5 YEAR CAPITAL IMPROVEMENT - BY FUND					
FUND	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**
100	235,000	230,000	250,000	250,000	250,000
104	1,485,134	1,367,426	1,050,000	1,050,000	1,050,000
205	50,000	50,000	50,000	50,000	50,000
223	-	20,000	-	-	-
281	300,000	300,000	300,000	300,000	300,000
283	550,000	550,000	550,000	550,000	550,000
401	2,000,000	-	-	-	-
610	884,000	884,000	1,254,000	884,000	884,000
620	1,950,000	1,550,000	2,050,000	2,050,000	2,050,000
803	60,000	-	-	-	-
100-UF	731,000	100,000	100,000	100,000	100,000
104-UF	385,000	420,000	-	-	-
610-UF	6,345,061	13,000,000	-	-	-
620-UF	2,441,122	1,000,000	520,000	542,000	1,488,000
280-UF	190,000	240,000	200,000	200,000	200,000
281-UF	400,000	400,000	400,000	400,000	400,000
Grant-ARPA CTY	100,000	-	-	-	-
206-UF	-	-	110,000	-	-
Grant-UF	740,000	-	-	-	-
IL-UF	500,000	-	-	-	-
226-UF	250,000	150,000	250,000	100,000	100,000
Total	**19,596,317**	**20,261,426**	**7,084,000**	**6,476,000**	**7,422,000**

FIVE YEAR CIP PROGRAMS - BY FUNDING SOURCE								
Fund	**Project**	**Category**	**Project Name**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**
100	9285	General Fund	SLURRY SEAL PAVEMENT REHAB PROGRAM					
100	9301	General Fund	GIS/GPS ASSET MANAGEMENT PROGRAM					
100	9323	General Fund	CITY HALL & OTHER CITY FACILITY IMPROVEMENTS AND UPGI	35,000				
100	9329	General	POLICE DEPARTMENT REMODEL AND EXPANSION					
100	9330	General	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS					
100	9359	General	CITYWIDE STREET PRESERVATION AND MAINTENANCE	200,000	230,000	250,000	250,000	250,000
100	9363	General	CALOES EMERGENCY GENERATOR					
100	9366	General Fund	HVAC REPLACEMENT	-				
100	9374	General	FACILITIES KEY SYSTEM					
100	9376	General	ADA SELF EVALUATION					
100	9377	General	EA1 Sports Park					
			TOTAL GENERAL FUND	**235,000**	**230,000**	**250,000**	**250,000**	**250,000**
104	9103	Measure T	LAS PIEDRAS PARK IMPROVEMENT					
104	9285	Measure T	SLURRY SEAL PAVEMENT REHAB PROGRAM	1,000,000	800,000	800,000	800,000	800,000
104	9329	Measure T	POLICE DEPARTMENT REMODEL AND EXPANSION	135,134	217,426			
104	9330	Measure T	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS					
104	9359	MEASURE T	CITYWIDE STREET PRESERVATION AND MAINTENANCE	250,000	250,000	250,000	250,000	250,000
104	9363	Measure T	CALOES EMERGENCY GENERATOR					
104	9377	Measure T	EA1 Sports Park					
104	UF 1	Measure T	PARK IMPROVEMENTS	100,000	100,000			
			TOTAL MEASURE T	**1,485,134**	**1,367,426**	**1,050,000**	**1,050,000**	**1,050,000**
205	9353	NPDES Stormwater Quality	CATCH BASIN TRASH EXCLUDER	50,000	50,000	50,000	50,000	50,000
			TOTAL NPDES STORMWATER	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**
223	9323	Public Facilities	CITY HALL & OTHER CITY FACILITY IMPROVEMENTS AND UPGRADES					
223	9330	Public Meeting Fac DIF	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS					
223	9366	Facilities DIF	HVAC REPLACEMENT		20,000			
223	9370	Facilities DIF	TRAIN DEPOT IMPROVEMENTS					
			TOTAL PUBLIC MEETINGS SAFETY	**-**	**20,000**	**-**	**-**	**-**
226	9103	Parkland Facilities	LAS PIEDRAS PARK IMPROVEMENT					
226	9332	Parkland Facilities	TEAGUE PARK RESTROOM PROJECT				-	-
226	9333	Parkland Facilities	MILL PARK RESTROOM REHAB PROJECT				-	
			TOTAL PARKLAND FACILITIES	**-**	**-**	**-**	**-**	**-**
229	9285	Traffic Impact DIF	SLURRY SEAL PAVEMENT REHAB PROGRAM					
229	9297	TRAFFIC IMPACT FEE	CROSSWALK SAFETY IMPROVEMENT					
			TOTAL TRAFFIC IMPACT FEE	**-**	**-**	**-**	**-**	**-**
280	9285	Gas Tax	SLURRY SEAL PAVEMENT REHAB PROGRAM					
			TOTAL GAS TAX	**-**	**-**	**-**	**-**	**-**
281	9285	TDA 8	SLURRY SEAL PAVEMENT REHAB PROGRAM					
281	9294	LOCAL TRANSPORTATION TDA 8A	SIDEWALK REPAIR PROGRAM	150,000	150,000	150,000	150,000	150,000
281	9297	LOCAL TRANSPORTATION TDA	CROSSWALK SAFETY IMPROVEMENT	150,000	150,000	150,000	150,000	150,000
281	9359	TDA 8	CITYWIDE STREET PRESERVATION AND MAINTENANCE	-	-	-	-	-
			TOTAL TDA 8A	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**
282	9294	LOCAL TRANSPORTATION TDA 3	SIDEWALK REPAIR PROGRAM					
282	9369	TDA 3a	CITY BIKEWAY PROJECT		-			
			TOTAL TDA 3A	**-**	**-**	**-**	**-**	**-**
283	9285	SB1 - Road Maint & Rehab	SLURRY SEAL PAVEMENT REHAB PROGRAM	550,000	550,000	550,000	550,000	550,000
			TOTAL SB1	**550,000**	**550,000**	**550,000**	**550,000**	**550,000**
307	9332	State Grant	TEAGUE PARK RESTROOM PROJECT					
307	9368	State Grant	TEAGUE/MILL PARK PARKING LOT REPAVEMENT					
			TOTAL STATE GRANT	**-**	**-**	**-**	**-**	**-**
319	9363	State Grant	CALOES EMERGENCY GENERATOR					
319	9365	State Grant	EUCALYPTUS TREE REMOVAL & REPLACEMENT					

			TOTAL STATE GRANT	**-**	**-**	**-**	**-**	**-**
401	9285	Federal STP	SLURRY SEAL PAVEMENT REHAB PROGRAM					
401	9286	Federal (Brownley)	HARVARD BOULEVARD SEWER PIPELINE REPLACEMENT	2,000,000				
			TOTAL FEDERAL STP	**2,000,000**	**-**	**-**	**-**	**-**
412	9285	ARPA	SLURRY SEAL PAVEMENT REHAB PROGRAM					
412	9299	ARPA	MESA TANK REHAB/REPLACEMENT					
412	9324	ARPA	HARVARD BLVD WATER MAIN LINE REPLACEMENT					
412	9329	ARPA	POLICE DEPARTMENT REMODEL AND EXPANSION					
412	9330	ARPA	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS	-	-			
412	9352	ARPA	WRF - SITE IMPROVEMENT					
412	9364	ARPA	FLEET SHOP INSULATION					
412	9365	ARPA	EUCALYPTUS TREE REMOVAL & REPLACEMENT					
412	9369	ARPA	CITY BIKEWAY PROJECT					
412	9370	ARPA	TRAIN DEPOT IMPROVEMENTS					
412	9372	ARPA	LOCAL ROAD SAFETY PLAN (LRSP)					
412	9373	ARPA	CITY BUILDING LIGHTING RETROFIT					
412	9374	ARPA	FACILITIES KEY SYSTEM	-	-	-	-	-
412	9376	ARPA	ADA SELF EVALUATION					
			TOTAL AMERICAN RESCUE PLAN	**-**	**-**	**-**	**-**	**-**
413	9369	CRRSA (Federal)	CITY BIKEWAY PROJECT	-				
			TOTAL CRRSA (FEDERAL)	**-**	**-**	**-**	**-**	**-**
450	9103	CDBG	LAS PIEDRAS PARK IMPROVEMENT					
			TOTAL CDBG	**-**	**-**	**-**	**-**	**-**
610	9039	SEWER	WRF FLOODWALL					
610	9213	SEWER	MANHOLE REHAB/REPLACEMENT PROGRAM	50,000	50,000	50,000	50,000	50,000
610	9214	SEWER	INFILL AND INFLOW REDUCT PROGRAM	50,000	50,000	50,000	50,000	50,000
610	9215	SEWER	SEWER PIPELINE REHAB PROGRAM	500,000	500,000	500,000	500,000	500,000
610	9227	SEWER	ADVANCED REVERSE OSMOSIS SYSTEM			-		
610	9286	SEWER	HARVARD BOULEVARD SEWER PIPELINE REPLACEMENT					
610	9301	Sewer	GIS/GPS ASSET MANAGEMENT PROGRAM					
610	9335	Sewer	Water Recycling Facility- Bypass Influent Side to Pond, Pipe					
610	9336	Sewer	Water Recycling Facility- Bypass Influent Side to Pond, Pond Liner					
610	9338	Sewer	WRF - Facility Landscape Modifications					
610	9339	Sewer	WRF - Spare Parts Inventory					
610	9340	Sewer	WRF - Digester Blower Air Supply					
610	9341	Sewer	WRF - Concrete Tank Cycle Replacement	-		370,000		
610	9342	Sewer	WRF - Membrane Replacement					
610	9343	Sewer	WRF - SCADA and PLC Upgrades					
610	9344	Sewer	WRF - Chemical Systems Replacement					
610	9346	Sewer	WRF - Polymer System Spill Containment					
610	9348	Sewer	WRF - Biofilter Odor Control System					
610	9349	Sewer	WRF - Miscellaneous Preventive	-	-	-		
610	9351	Sewer	WRF - CAPITAL EXPENDITURES	250,000	250,000	250,000	250,000	250,000
610	9352	Sewer	WRF - SITE IMPROVEMENT	34,000	34,000	34,000	34,000	34,000
610	9358	Sewer	LEMONWOOD LIFT STATION BACKUP POWER	-				
610	9378	Sewer	ENHANCED AERATION CONTROL - AMMONIA ANALYZER	-				
			TOTAL SEWER	**884,000**	**884,000**	**1,254,000**	**884,000**	**884,000**
620	9108	WATER	WATER MAIN REPLACEMENT PROGRAM	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
620	9235	WATER	CANYON BOOSTER UPGRADE					
620	9236	WATER	CROSSTOWN PIPELINE					
620	9267	WATER	WELL REHABILITATION PROGRAM			500,000	500,000	500,000
620	9271	WATER	METER REPLACEMENT PROGRAM	300,000	300,000	300,000	300,000	300,000
620	9299	WATER	MESA TANK REHAB/REPLACEMENT					
620	9300	WATER	SCADA LAND LINE TO RADIO	100,000	100,000	100,000	100,000	100,000

620	9301	Water Fund	GIS/GPS ASSET MANAGEMENT PROGRAM					
620	9324	WATER	HARVARD BLVD WATER MAIN LINE REPLACEMENT					
620	9355	Water	EMERGENCY GENERATORS					
620	9356	Water	WELL 12 ABOVE GROUND REHABILITATION	400,000				
620	9357	Water	WATER METER REPLACEMENT PROGRAM - PRODUCTION	150,000	150,000	150,000	150,000	150,000
620	9363	Water	CALOES EMERGENCY GENERATOR					
			TOTAL WATER	**1,950,000**	**1,550,000**	**2,050,000**	**2,050,000**	**2,050,000**
803	9360	Harding Fund	HARDING PARK CARETAKER'S HOUSE					
803	9375	Harding Park	CITYWIDE PARKING LOT REHABILITATION	60,000				
			TOTAL HARDING FUND	**60,000**	**-**	**-**	**-**	**-**
Grant-ARPA CTY	9330	ARPA-County	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS	100,000				
			TOTAL ARPA COUNTY GRANT	**100,000**	**-**	**-**	**-**	**-**
100-UF	9323	Unfunded - General	CITY HALL & OTHER CITY FACILITY IMPROVEMENTS AND UPGRADES		100,000	100,000	100,000	100,000
100-UF	9370	Unfunded - General	TRAIN DEPOT IMPROVEMENTS	100,000				
100-UF	9375	Unfunded - General	CITYWIDE PARKING LOT REHABILITATION	60,000				
100-UF	UF 4	Unfunded - General	STREET LIGHTING RETROFIT	21,000				
100-UF	NEW 2	Unfunded - General	EMERGENCY GENERATOR FOR CITY HALL CAMPUS	250,000	-	-	-	-
100-UF	NEW 5	Unfunded - General	EEP CHARGING STATIONS	300,000	-	-	-	-
104-UF	UF 12	Unfunded - Measure T	PECK/CALPIPE ROAD EXTENSION PROJECT	190,000				
104-UF	NEW 3	Unfunded - Measure T	PICKELBALL COURTS AT TEAGUE PARK	185,000	-	-	-	-
104-UF	NEW 4	Unfunded - Measure T	8TH STREET LIGHT REPLACEMENT PROJECT	10,000	420,000	-	-	-
206-UF	UF 11	Unfunded - Stormwater	FOOTHILL/CAMERON DRAINAGE IMPROVEMENTS			110,000		
226-UF	UF 1	Unfunded - Parkland	PARK IMPROVEMENTS	150,000	150,000	250,000	100,000	100,000
226-UF	NEW 1	Unfunded - Parkland	NEW DOG PARK	100,000	-	-	-	-
280-UF	9285	Unfunded - Gas Tax	SLURRY SEAL PAVEMENT REHAB PROGRAM	-	200,000	200,000	200,000	200,000
280-UF	UF 11	Unfunded - Gas Tax	FOOTHILL/CAMERON DRAINAGE IMPROVEMENTS		40,000			
280-UF	UF 12	Unfunded - Gas Tax	PECK/CALPIPE ROAD EXTENSION PROJECT	190,000				
281-UF	9285	Unfunded - TDA 8a	SLURRY SEAL PAVEMENT REHAB PROGRAM	400,000	400,000	400,000	400,000	400,000
610-UF	9227	Unfunded - Sewer	ADVANCED REVERSE OSMOSIS SYSTEM	5,500,000	13,000,000			
610-UF	9358	Unfunded - Sewer	LEMONWOOD LIFT STATION BACKUP POWER	125,561				
610-UF	9378	Unfunded - Sewer	ENHANCED AERATION CONTROL - AMMONIA ANALYZER	229,000				
610-UF	UF 6	Unfunded - Sewer	DIGESTER AERATION CONTROL	100,000				
610-UF	UF 7	Unfunded - Sewer	REPLACE TURBIDIMETERS	148,500				
610-UF	UF 8	Unfunded - Sewer	REPLACE DISSOLVED OXYGEN METERS	110,000				
610-UF	UF 9	Unfunded - Sewer	UPGRADE UV AIR CONDITIONERS	132,000				
620-UF	9236	Unfunded - Water	CROSSTOWN PIPELINE	1,166,122				
620-UF	9267	Unfunded - Water	WELL REHABILITATION PROGRAM	500,000	500,000			
620-UF	UF 13	Unfunded - Water	STECKEL TREATMENT PLANT MEDIA REPLACEMENT	100,000	100,000	100,000	100,000	100,000
620-UF	UF 14	Unfunded - Water	WATER SYSTEM VALVE REPLACEMENT	200,000	200,000	200,000	200,000	200,000
620-UF	UF 15	Unfunded - Water	ACTUATOR REPLACEMENT	75,000				
620-UF	NEW 6	Unfunded - Water	WATER STORAGE FACILITY REHABILITATION	400,000	200,000	220,000	242,000	1,188,000
Grant-UF	UF 12	Future Fund - Developer	PECK/CALPIPE ROAD EXTENSION PROJECT	340,000				
Grant-UF	NEW 5	CEC Grant Funding	EEP CHARGING STATIONS	400,000	-	-	-	-
IL-UF	SPECIAL	Unfunded - Interfund Loan	CITYWIDE SOLAR PANEL INSTALLATION	500,000				
			TOTAL UNFUNDED	**11,982,183**	**15,310,000**	**1,580,000**	**1,342,000**	**2,288,000**
			TOTAL	**19,596,317**	**20,261,426**	**7,084,000**	**6,476,000**	**7,422,000**

5 YEAR CIP - BY PROJECT

Fund	Project	Category	Project Name	Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Projected Carryover As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
610	9039	SEWER	WRF FLOODWALL	4,117,077	96,138	87,500					
104	9103	Measure T	LAS PIEDRAS PARK IMPROVEMENT	27,893	100,000	99,615					
226	9103	Parkland Facilities	LAS PIEDRAS PARK IMPROVEMENT	558,914		-					
450	9103	CDBG	LAS PIEDRAS PARK IMPROVEMENT	423,443		-					
620	9108	WATER	WATER MAIN REPLACEMENT PROGRAM	11,924,563	2,173,417	1,668,885	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
610	9213	SEWER	MANHOLE REHAB/REPLACEMENT PROGRAM	941,278	72,540	63,283	50,000	50,000	50,000	50,000	50,000
610	9214	SEWER	INFILL AND INFLOW REDUCT PROGRAM	44,981	105,339	93,696	50,000	50,000	50,000	50,000	50,000
610	9215	SEWER	SEWER PIPELINE REHAB PROGRAM	6,542,468	492,769	27,611	500,000	500,000	500,000	500,000	500,000
610	9227	SEWER	ADVANCED REVERSE OSMOSIS SYSTEM	1,486,555	739,895	267,635			-		
610-UF	9227	Unfunded - Sewer	ADVANCED REVERSE OSMOSIS SYSTEM			-	5,500,000	13,000,000			
620	9235	WATER	CANYON BOOSTER UPGRADE	59,121	839,846	661,502					
620	9236	WATER	CROSSTOWN PIPELINE	480,124	2,761,247	2,505,468					
620-UF	9236	Unfunded - Water	CROSSTOWN PIPELINE			-	1,166,122				
620	9267	WATER	WELL REHABILITATION PROGRAM	500,393	967,824	967,824			500,000	500,000	500,000
620-UF	9267	Unfunded - Water	WELL REHABILITATION PROGRAM			-	500,000	500,000			
620	9271	WATER	METER REPLACEMENT PROGRAM	2,207,862	362,653	71,744	300,000	300,000	300,000	300,000	300,000
100	9285	General Fund	SLURRY SEAL PAVEMENT REHAB PROGRAM	79,464	149,125	149,125					
104	9285	Measure T	SLURRY SEAL PAVEMENT REHAB PROGRAM	2,316,787	2,369,044	1,909,728	1,000,000	800,000	800,000	800,000	800,000
229	9285	Traffic Impact DIF	SLURRY SEAL PAVEMENT REHAB PROGRAM	77,995	-	-					
280	9285	Gas Tax	SLURRY SEAL PAVEMENT REHAB PROGRAM	2,106,722	583,312	583,312					
281	9285	TDA 8	SLURRY SEAL PAVEMENT REHAB PROGRAM	1,058,571	305,500	305,500					
283	9285	SB1 - Road Maint & Rehab	SLURRY SEAL PAVEMENT REHAB PROGRAM	1,530,531	1,204,627	243,622	550,000	550,000	550,000	550,000	550,000
401	9285	Federal STP	SLURRY SEAL PAVEMENT REHAB PROGRAM	201,640	8,025	8,025					
412	9285	ARPA	SLURRY SEAL PAVEMENT REHAB PROGRAM	-	553,010	553,010					
280-UF	9285	Unfunded - Gas Tax	SLURRY SEAL PAVEMENT REHAB PROGRAM				-	200,000	200,000	200,000	200,000
281-UF	9285	Unfunded - TDA 8a	SLURRY SEAL PAVEMENT REHAB PROGRAM				400,000	400,000	400,000	400,000	400,000
401	9286	Federal (Brownley)	HARVARD BOULEVARD SEWER PIPELINE REPLACEMENT	-	-	-	2,000,000				
610	9286	SEWER	HARVARD BOULEVARD SEWER PIPELINE REPLACEMENT	83,622	12,249,216	3,768,577					
281	9294	LOCAL TRANSPORTATION TDA 8A	SIDEWALK REPAIR PROGRAM	1,076,938	213,273	213,234	150,000	150,000	150,000	150,000	150,000
282	9294	LOCAL TRANSPORTATION TDA 3	SIDEWALK REPAIR PROGRAM	8,253	-	-					
229	9297	TRAFFIC IMPACT FEE	CROSSWALK SAFETY IMPROVEMENT	10,049	-	-					
281	9297	LOCAL TRANSPORTATION TDA	CROSSWALK SAFETY IMPROVEMENT	473,276	279,906	134,163	150,000	150,000	150,000	150,000	150,000
412	9299	ARPA	MESA TANK REHAB/REPLACEMENT	-	1,500,000	-					
620	9299	WATER	MESA TANK REHAB/REPLACEMENT	175,204	4,169,483	31,066					
620	9300	WATER	SCADA LAND LINE TO RADIO	533,236	130,553	100,000	100,000	100,000	100,000	100,000	100,000
100	9301	General Fund	GIS/GPS ASSET MANAGEMENT PROGRAM	20,620	4,427	(38,439)					
610	9301	Sewer	GIS/GPS ASSET MANAGEMENT PROGRAM	38,078	4,427	(74,651)					
620	9301	Water Fund	GIS/GPS ASSET MANAGEMENT PROGRAM	91,527	140,561	86,258					
100	9323	General Fund	CITY HALL & OTHER CITY FACILITY IMPROVEMENTS AND UPGI	38,199	220,473	173,706	35,000				
223	9323	Public Facilities	CITY HALL & OTHER CITY FACILITY IMPROVEMENTS AND UPGI	8,576	-	-					
100-UF	9323	Unfunded - General	CITY HALL & OTHER CITY FACILITY IMPROVEMENTS AND UPGRADES		-	-		100,000	100,000	100,000	100,000
412	9324	ARPA	HARVARD BLVD WATER MAIN LINE REPLACEMENT	-	1,500,000	1,500,000					
620	9324	WATER	HARVARD BLVD WATER MAIN LINE REPLACEMENT	82,663	6,381,992	1,534,631					
100	9329	General	POLICE DEPARTMENT REMODEL AND EXPANSION	-	150,000	150,000					
104	9329	Measure T	POLICE DEPARTMENT REMODEL AND EXPANSION	30,411	1,309,560	1,267,224	135,134	217,426			
412	9329	ARPA	POLICE DEPARTMENT REMODEL AND EXPANSION	-	150,000	150,000					
100	9330	General	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS	-	50,000	50,000					
104	9330	Measure T	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS	-	75,000	72,299					
223	9330	Public Meeting Fac DIF	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS	13,281	30,000	30,000					
412	9330	ARPA	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS	-	100,000	100,000	-	-			
ant-ARPA C	9330	ARPA-County	COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS	-	-	-	100,000				
226	9332	Parkland Facilities	TEAGUE PARK RESTROOM PROJECT	214	184,786	131,800				-	-
307	9332	State Grant	TEAGUE PARK RESTROOM PROJECT	-	77,043	13,359					
226	9333	Parkland Facilities	MILL PARK RESTROOM REHAB PROJECT	-	50,000	44,200				-	
610	9335	Sewer	Water Recycling Facility- Bypass Influent Side to Pond, Pipe	12,165	7,800	1					
610	9336	Sewer	Water Recycling Facility- Bypass Influent Side to Pond, Pond Liner	1,550	8,450	450					
610	9338	Sewer	WRF - Facility Landscape Modifications	82,066	59,053	59,053					
610	9339	Sewer	WRF - Spare Parts Inventory	45,011	54,989	54,989					
610	9340	Sewer	WRF - Digester Blower Air Supply	-	17,436	17,436					
610	9341	Sewer	WRF - Concrete Tank Cycle Replacement	371,752	403,055	(1,807)	-		370,000		
610	9342	Sewer	WRF - Membrane Replacement	782,817	523,253	523,253					
610	9343	Sewer	WRF - SCADA and PLC Upgrades	323,931	278,041	240,474					
610	9344	Sewer	WRF - Chemical Systems Replacement	19,197	88,104	86,760					
610	9346	Sewer	WRF - Polymer System Spill Containment	5,441	13,559	9,559					
610	9348	Sewer	WRF - Biofilter Odor Control System	1,452,954	-	(4,063)					
610	9349	Sewer	WRF - Miscellaneous Preventive	186,471	13,529	6,088	-	-	-		

610	9351	Sewer	WRF - CAPITAL EXPENDITURES	784,329	534,045	533,899	250,000	250,000	250,000	250,000	250,000
412	9352	ARPA	WRF - SITE IMPROVEMENT	-	90,000	43,337					
610	9352	Sewer	WRF - SITE IMPROVEMENT	23,050	114,113	106,108	34,000	34,000	34,000	34,000	34,000
205	9353	NPDES Stormwater Quality	CATCH BASIN TRASH EXCLUDER	15,600	50,000	50,000	50,000	50,000	50,000	50,000	50,000
620	9355	Water	EMERGENCY GENERATORS	329,963	2,063,337	2,046,001					
620	9356	Water	WELL 12 ABOVE GROUND REHABILITATION	8,481	1,227,421	1,003,504	400,000				
620	9357	Water	WATER METER REPLACEMENT PROGRAM - PRODUCTION	93,401	356,599	356,599	150,000	150,000	150,000	150,000	150,000
610	9358	Sewer	LEMONWOOD LIFT STATION BACKUP POWER	5,265	44,349	35,131	-				
610-UF	9358	Unfunded - Sewer	LEMONWOOD LIFT STATION BACKUP POWER			-	125,561				
100	9359	General	CITYWIDE STREET PRESERVATION AND MAINTENANCE	-	-	-	200,000	230,000	250,000	250,000	250,000
104	9359	MEASURE T	CITYWIDE STREET PRESERVATION AND MAINTENANCE	299,120	748,604	54,560	250,000	250,000	250,000	250,000	250,000
281	9359	TDA 8	CITYWIDE STREET PRESERVATION AND MAINTENANCE	652,403	-	-	-	-	-	-	-
803	9360	Harding Fund	HARDING PARK CARETAKER'S HOUSE	32,211	157,789	107,904					
100	9363	General	CALOES EMERGENCY GENERATOR	-	120,029	9,527					
104	9363	Measure T	CALOES EMERGENCY GENERATOR	-	60,029	-					
319	9363	State Grant	CALOES EMERGENCY GENERATOR	722	300,000	-					
620	9363	Water	CALOES EMERGENCY GENERATOR	-	6,700	3,801					
412	9364	ARPA	FLEET SHOP INSULATION	18,000	15,000	15,000					
319	9365	State Grant	EUCALYPTUS TREE REMOVAL & REPLACEMENT	291,254	8,050	8,050					
412	9365	ARPA	EUCALYPTUS TREE REMOVAL & REPLACEMENT	49,950	150,050	49,750					
100	9366	General Fund	HVAC REPLACEMENT				-				
223	9366	Facilities DIF	HVAC REPLACEMENT	30,075	30,000	30,000		20,000			
307	9368	State Grant	TEAGUE/MILL PARK PARKING LOT REPAVEMENT	-	119,455	119,455					
282	9369	TDA 3a	CITY BIKEWAY PROJECT		1,482,878	1,482,878		-			
412	9369	ARPA	CITY BIKEWAY PROJECT	-	25,000	25,000					
413	9369	CRRSA (Federal)	CITY BIKEWAY PROJECT		389,790	389,790	-				
223	9370	Facilities DIF	TRAIN DEPOT IMPROVEMENTS	86,649							
412	9370	ARPA	TRAIN DEPOT IMPROVEMENTS	-	100,000	100,000					
100-UF	9370	Unfunded - General	TRAIN DEPOT IMPROVEMENTS				100,000				
412	9372	ARPA	LOCAL ROAD SAFETY PLAN (LRSP)	-	20,000	20,000					
412	9373	ARPA	CITY BUILDING LIGHTING RETROFIT	-	74,000	74,000					
100	9374	General	FACILITIES KEY SYSTEM	-	40,000	40,000					
412	9374	ARPA	FACILITIES KEY SYSTEM	-	-	-	-	-	-	-	-
803	9375	Harding Park	CITYWIDE PARKING LOT REHABILITATION				60,000				
100-UF	9375	Unfunded - General	CITYWIDE PARKING LOT REHABILITATION	-	10,400	10,400	60,000				
100	9376	General	ADA SELF EVALUATION	-	21,625	-					
412	9376	ARPA	ADA SELF EVALUATION	-	21,619	7,094					
100	9377	General	EA1 Sports Park	-	-	-					
104	9377	Measure T	EA1 Sports Park	-	175,000	175,000					
610	9378	Sewer	ENHANCED AERATION CONTROL - AMMONIA ANALYZER	-	140,000	100,448	-				
610-UF	9378	Unfunded - Sewer	ENHANCED AERATION CONTROL - AMMONIA ANALYZER				229,000				
104	UF 1	Measure T	PARK IMPROVEMENTS				100,000	100,000			
226-UF	UF 1	Unfunded - Parkland	PARK IMPROVEMENTS	-	-	-	150,000	150,000	250,000	100,000	100,000
206-UF	UF 11	Unfunded - Stormwater	FOOTHILL/CAMERON DRAINAGE IMPROVEMENTS						110,000		
280-UF	UF 11	Unfunded - Gas Tax	FOOTHILL/CAMERON DRAINAGE IMPROVEMENTS	-	-	-		40,000			
104-UF	UF 12	Unfunded - Measure T	PECK/CALPIPE ROAD EXTENSION PROJECT				190,000				
280-UF	UF 12	Unfunded - Gas Tax	PECK/CALPIPE ROAD EXTENSION PROJECT				190,000				
Grant-UF	UF 12	Future Fund - Developer	PECK/CALPIPE ROAD EXTENSION PROJECT				340,000				
620-UF	UF 13	Unfunded - Water	STECKEL TREATMENT PLANT MEDIA REPLACEMENT	-	-	-	100,000	100,000	100,000	100,000	100,000
620-UF	UF 14	Unfunded - Water	WATER SYSTEM VALVE REPLACEMENT	-	-	-	200,000	200,000	200,000	200,000	200,000
620-UF	UF 15	Unfunded - Water	ACTUATOR REPLACEMENT	-	-	-	75,000				
IL-UF	UF 16	Unfunded - Interfund Loan	CITYWIDE SOLAR PANEL INSTALLATION				500,000				
226-UF	UF 17	Unfunded - Parkland	NEW DOG PARK	-	-	-	100,000	-	-	-	-
100-UF	UF 18	Unfunded - General	EMERGENCY GENERATOR FOR CITY HALL CAMPUS	-	-	-	250,000	-	-	-	-
104-UF	UF 19	Unfunded - Measure T	PICKELBALL COURTS AT TEAGUE PARK	-	-	-	185,000	-	-	-	-
104-UF	UF 20	Unfunded - Measure T	8TH STREET LIGHT REPLACEMENT PROJECT	-	-	-	10,000	420,000	-	-	-
100-UF	UF 21	Unfunded - General	EEP CHARGING STATIONS	-	-	-	300,000	-	-	-	-
Grant-UF	UF 21	CEC Grant Funding	EEP CHARGING STATIONS	-	-	-	400,000	-	-	-	-
620-UF	UF 22	Unfunded - Water	WATER STORAGE FACILITY REHABILITATION	-	-	-	400,000	200,000	220,000	242,000	1,188,000
100-UF	UF 4	Unfunded - General	STREET LIGHTING RETROFIT	-	-	-	21,000				
610-UF	UF 6	Unfunded - Sewer	DIGESTER AERATION CONTROL	-	-	-	100,000				
610-UF	UF 7	Unfunded - Sewer	REPLACE TURBIDIMETERS	-	-	-	148,500				
610-UF	UF 8	Unfunded - Sewer	REPLACE DISSOLVED OXYGEN METERS	-	-	-	110,000				
610-UF	UF 9	Unfunded - Sewer	UPGRADE UV AIR CONDITIONERS	-	-	-	132,000				

TITLE: WRF FLOODWALL | **DEPT: PW** | **CIP #: 9039**

Project Description: The project would construct a floodwall to protect the Water Recycling Facility (WRF), as required by The Federal Emergency Management Agency (FEMA).

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	629,884	96,138	87,500						726,022
295	Right of Way/Other	-	-	-						-
660	Construction	3,487,193	-	-						3,487,193
	TOTAL BY PHASE	**4,117,077**	**96,138**	**87,500**	**-**	**-**	**-**	**-**	**-**	**4,213,215**
Sources of Funds										
610	SEWER	4,117,077	96,138	87,500						4,213,215
	TOTAL BY FUND	**4,117,077**	**96,138**	**87,500**	**-**	**-**	**-**	**-**	**-**	**4,213,215**

TITLE: LAS PIEDRAS PARK IMPROVEMENT | **DEPT: PARKS** | **CIP #: 9103**

Project Description: The project consists of construction of new swings and to address drainage issue within the playground area. Prior year expenses were from original project (06/07-14/15). This project is expected to be completed by FY 22/23

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	39,648	-	-						39,648
295	Right of Way/Other	14,404	-	-						14,404
660	Construction	956,198	100,000	99,615						1,056,198
	TOTAL BY PHASE	**1,010,250**	**100,000**	**99,615**	**-**	**-**	**-**	**-**	**-**	**1,110,250**
Sources of Funds										
104	Measure T	27,893	100,000	99,615						127,893
226	Parkland Facilities	558,914		-						558,914
450	CDBG	423,443		-						423,443
	TOTAL BY FUND	**1,010,250**	**100,000**	**99,615**	**-**	**-**	**-**	**-**	**-**	**1,110,250**

TITLE: WATER MAIN REPLACEMENT PROGRAM | **DEPT: PW** | **CIP #: 9108**

Project Description: The Potable Water System Master Plan identified existing water mains deficient in capacity and condition. This program is ongoing replacement.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	190,892	191,932	123,613						382,824
295	Right of Way/Other	133,004	-	-						133,004
660	Construction	11,600,667	1,981,485	1,545,273	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	18,582,152
	TOTAL BY PHASE	**11,924,563**	**2,173,417**	**1,668,885**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**19,097,980**
Sources of Funds										
620	WATER	11,924,563	2,173,417	1,668,885	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	19,097,980
				-						
				-						
	TOTAL BY FUND	**11,924,563**	**2,173,417**	**1,668,885**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**19,097,980**

TITLE: MANHOLE REHAB/REPLACEMENT PROGRAM | **DEPT: PW** | **CIP #: 9213**

Project Description: The Wastewater system Master Plan identified multiple manholes to be deficient in condition. This program is the on-going rehabilitation or replacement of deficient manholes.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	146,578	29,258	20,001	-					175,836
295	Right of Way/Other	34,017	-		-					34,017
660	Construction	760,683	43,282	43,282	50,000	50,000	50,000	50,000	50,000	1,053,965
	TOTAL BY PHASE	**941,278**	**72,540**	**63,283**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**1,263,818**
Sources of Funds										
610	SEWER	941,278	72,540	63,283	50,000	50,000	50,000	50,000	50,000	1,263,818
				-						
				-						
	TOTAL BY FUND	**941,278**	**72,540**	**63,283**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**1,263,818**

TITLE: INFILL AND INFLOW REDUCT PROGRAM | **DEPT: PW** | **CIP #: 9214**

Project Description: This program is on-going spot repairs of sewer pipelines to eliminate inflow and infiltration into the wastewater system. This work will need to be coordinated in advance of pavement repair or overlay work such that newly renovated pavement is not dug up within 5 years of completion.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	8,398	1,603							10,001
295	Right of Way/Other	319	-							319
660	Construction	36,264	103,736	93,696	50,000	50,000	50,000	50,000	50,000	390,000
	TOTAL BY PHASE	**44,981**	**105,339**	**93,696**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**400,320**
Sources of Funds										
610	SEWER	44,981	105,339	93,696	50,000	50,000	50,000	50,000	50,000	400,320
				-						
				-						
	TOTAL BY FUND	**44,981**	**105,339**	**93,696**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**400,320**

TITLE: SEWER PIPELINE REHAB PROGRAM | **DEPT: PW** | **CIP #: 9215**

Project Description: The Wastewater Master Plan identified sewer pipelines deficient in capacity and condition. This program is on-going rehabilitation or replacement of deficient sewer pipelines updating the Public Works Department Sewer Standard Plans and Sewer Utility Atlas Maps. This work should be coordinated with the pavement repair or overlay work such that newly repaired pavement is not dug up within 5 years of completion.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	334,199	334	-						334,533
295	Right of Way/Other	100,482	-	-						100,482
660	Construction	6,107,787	492,435	27,611	500,000	500,000	500,000	500,000	500,000	9,100,222
	TOTAL BY PHASE	**6,542,468**	**492,769**	**27,611**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**9,535,237**
Sources of Funds										
610	SEWER	6,542,468	492,769	27,611	500,000	500,000	500,000	500,000	500,000	9,535,237
				-						
				-						
	TOTAL BY FUND	**6,542,468**	**492,769**	**27,611**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**9,535,237**

TITLE: ADVANCED REVERSE OSMOSIS SYSTEM | **DEPT: PW** | **CIP #: 9227**

Project Description: The Los Angeles Area Regional Water Quality board (Board) issued a Water Discharge Permit to the City on February 8, 2018. The permit covers a 10-year period, but there are interim milestones that the City is mandated to accomplish or face significant fines or penalties. The City is required to complete infrastructure design, CEQA/Permitting, and additional Administrative/Financing in the amount of $1,490,000 in FY 2019/2020 for the proposed transmission line, as required by the LARWQCB in the WDR/CDO Permit. Construction for recycled water delivery and use for the Water Recycling Facility (WRF) is to be completed by May 1, 2022. Discussions are underway with stakeholders that may be able to build and install the pipeline distribution system to convey the City's recycled water. The City's costs at this time are estimated to be the cost of the ongoing engineering feasibility studies, pipeline alignment studies and other support costs. It is possible that sale of recycled water may offset some if not all of the City's costs.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	593,530	712,870	240,616						1,306,400
295	Right of Way/Other	24,673	-					-		24,673
660	Construction	868,352	27,025	27,019	5,500,000	13,000,000				19,395,377
	TOTAL BY PHASE	**1,486,555**	**739,895**	**267,635**	**5,500,000**	**13,000,000**	**-**	**-**	**-**	**20,726,450**
Sources of Funds										
610	SEWER	1,486,555	739,895	267,635			-			2,226,450
610-UF	Unfunded - Sewer			-	5,500,000	13,000,000				18,500,000
				-						
	TOTAL BY FUND	**1,486,555**	**739,895**	**267,635**	**5,500,000**	**13,000,000**	**-**	**-**	**-**	**20,726,450**

TITLE: CANYON BOOSTER UPGRADE | **DEPT: PW** | **CIP #: 9234**

Project Description: The Potable Water System Master Plan identified Canyoon Booster Pump station with no redundancy and inadequate pumping capacity. The project would add another pump including piping modifications. Rehab and repair of the existing pump would be required. This booster pump was instrumental in providing necessary fire flows during the Thomas Fire.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	10,224	244,116	65,772						254,340
295	Right of Way/Other	-	-	-	-					-
660	Construction	48,897	595,730	595,730	-					644,627
	TOTAL BY PHASE	**59,121**	**839,846**	**661,502**	**-**	**-**	**-**	**-**	**-**	**898,967**
Sources of Funds										
620	WATER	59,121	839,846	661,502						898,967
				-						
				-						
	TOTAL BY FUND	**59,121**	**839,846**	**661,502**	**-**	**-**	**-**	**-**	**-**	**898,967**

TITLE: CROSSTOWN PIPELINE | **DEPT: PW** | **CIP #: 9236**

Project Description: The project would install a new 8,065 linear feet, 20-inch diameter buried water pipeline which would connect the discharge pipeline from the Steckel Water Conditioning Facility at the Steckel Drive/Santa Barbara Street intersection to the Pleasant Street/Tenth Street intersection. The pipeline would start at Steckel Drive, extend east on Santa Barbara Street, across Fagan Barranca, then north on Seventh Street, then east on Pleasant Street, and finally to Tenth Street where it would connect to an existing 14-inch pipeline. The design is about 70% complete.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	436,731	459,027	211,928						895,758
295	Right of Way/Other	1,735	10,000	1,320						11,735
660	Construction	41,658	2,292,220	2,292,220	1,166,122					3,500,000
	TOTAL BY PHASE	**480,124**	**2,761,247**	**2,505,468**	**1,166,122**	**-**	**-**	**-**	**-**	**4,407,493**
Sources of Funds										
620	WATER	480,124	2,761,247	2,505,468						3,241,371
620-UF	Unfunded - Water			-	1,166,122					1,166,122
				-						
	TOTAL BY FUND	**480,124**	**2,761,247**	**2,505,468**	**1,166,122**	**-**	**-**	**-**	**-**	**4,407,493**

TITLE: WELL REHABILITATION PROGRAM | **DEPT: PW** | **CIP #: 9267**

Project Description: The Potable Water Sytem Master Plan recommended rehabilitation of the groudnwater wells 18 11 12 13 14. The pumps and equipment require rebuilding or replacement rehabilitation, with a recommendation of one well per year.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	24,660	124,724	124,724						149,384
295	Right of Way/Other	-	-	-						-
660	Construction	475,733	843,100	843,100	500,000	500,000	500,000	500,000	500,000	3,818,833
	TOTAL BY PHASE	**500,393**	**967,824**	**967,824**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**3,968,217**
Sources of Funds										
620	WATER	500,393	967,824	967,824			500,000	500,000	500,000	2,968,217
620-UF	Unfunded - Water			-	500,000	500,000				1,000,000
				-						
	TOTAL BY FUND	**500,393**	**967,824**	**967,824**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**3,968,217**

TITLE: METER REPLACEMENT PROGRAM | **DEPT: PW** | **CIP #: 9271**

Project Description: The water meter replacement program is on-going. The purpose is to replace old water meters as well as upgrading the water meter reading system from a drive-by to a remote wireless reading system.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	300,000
295	Right of Way/Other	-	-	-						-
660	Construction	2,207,862	312,653	21,744	250,000	250,000	250,000	250,000	250,000	3,770,515
	TOTAL BY PHASE	**2,207,862**	**362,653**	**71,744**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**4,070,515**
Sources of Funds										
620	WATER	2,207,862	362,653	71,744	300,000	300,000	300,000	300,000	300,000	4,070,515
				-						
				-						
	TOTAL BY FUND	**2,207,862**	**362,653**	**71,744**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**4,070,515**

TITLE: SLURRY SEAL PAVEMENT REHAB PROGRAM | **DEPT: PW** | **CIP #: 9285**

Project Description: This program is on-going program to rehabilitate City Streets. Treatment may include slurry seal, pavement overlay or full street repair and replacement.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	316,345	272,663	272,663	130,000	130,000	130,000	130,000	130,000	1,239,008
295	Right of Way/Other	31,589	2,145	2,145						33,734
660	Construction	7,023,776	4,897,835	3,477,514	1,820,000	1,820,000	1,820,000	1,820,000	1,820,000	21,021,611
	TOTAL BY PHASE	**7,371,710**	**5,172,643**	**3,752,322**	**1,950,000**	**1,950,000**	**1,950,000**	**1,950,000**	**1,950,000**	**22,294,353**
Sources of Funds										
100	General Fund	79,464	149,125	149,125						228,589
104	Measure T	2,316,787	2,369,044	1,909,728	1,000,000	800,000	800,000	800,000	800,000	8,885,831
280	Gas Tax	2,106,722	583,312	583,312						2,690,034
281	TDA 8	1,058,571	305,500	305,500						1,364,071
280-UF	Unfunded - Gas Tax				-	200,000	200,000	200,000	200,000	800,000
281-UF	Unfunded - TDA 8a				400,000	400,000	400,000	400,000	400,000	2,000,000
283	SB1 - Road Maint & Reh	1,530,531	1,204,627	243,622	550,000	550,000	550,000	550,000	550,000	5,485,158
401	Federal STP	201,640	8,025	8,025						209,665
412	ARPA	-	553,010	553,010						553,010
229	Traffic Impact DIF	77,995	-	-						77,995
	TOTAL BY FUND	**7,371,710**	**5,172,643**	**3,752,322**	**1,950,000**	**1,950,000**	**1,950,000**	**1,950,000**	**1,950,000**	**22,294,353**

TITLE: HARVARD BOULEVARD SEWER PIPELINE REPLACEMENT | **DEPT: PW** | **CIP #: 9286**

Project Description: The Wastewater system master Plan identified the sewer pipeline in Harvard Boulevard to be deficient in capacity and condition. This program is a replacement (in place) of deficient sewer pipelines on Harvard Boulevard. The sewer pipeline on Harvard Blvd from Seventh Street to Tenth Street was completed in March 2016. This program may be combined with the Sewer Pipeline rehabilitation Program. This work will have to be coordinated with other Utility Rehabilitation or replacement work on Harvard Blvd. including water line replacement. Such work should be done in advance of or in advance of planned pavement overlay work to avoid digging up new or rehabilitated pavement. Because of impact on the local community the work should be done in phases.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	52,199	-		-	-	-			52,199
295	Right of Way/Other	5,958	-							5,958
660	Construction	25,465	12,249,216	3,768,577	2,000,000	-	-			14,274,681
	TOTAL BY PHASE	**83,622**	**12,249,216**	**3,768,577**	**2,000,000**	**-**	**-**	**-**	**-**	**14,332,838**
Sources of Funds										
610	SEWER	83,622	12,249,216	3,768,577						12,332,838
401	Federal (Brownley)	-	-	-	2,000,000					2,000,000
		-	-	-						
	TOTAL BY FUND	**83,622**	**12,249,216**	**3,768,577**	**2,000,000**	**-**	**-**	**-**	**-**	**14,332,838**

TITLE: SIDEWALK REPAIR PROGRAM DEPT: PW CIP #: 9294

Project Description: The program is an ongoing program for maintenance and repairs of City sidewalks including installation of ADA compliant curb ramps per Risk Management and the CPIA Insurance.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	20,000	20,000	-	-	-			20,000
295	Right of Way/Other	12,584	-	(39)						12,584
660	Construction	1,072,607	193,273	193,273	150,000	150,000	150,000	150,000	150,000	2,015,880
	TOTAL BY PHASE	**1,085,191**	**213,273**	**213,234**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**2,048,464**
Sources of Funds										
281	LOCAL TRANSPORTAT	1,076,938	213,273	213,234	150,000	150,000	150,000	150,000	150,000	2,040,211
282	LOCAL TRANSPORTAT	8,253	-	-						8,253
	TOTAL BY FUND	**1,085,191**	**213,273**	**213,234**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**2,048,464**

TITLE: CROSSWALK SAFETY IMPROVEMENT DEPT: PW CIP #: 9297

Project Description: Existing in-ground roadway warning lights would be removed due to obsolete materials. This program is on-going replacement of existing in-ground roadway warning lights with flashing warning beacons. Replacement is on an as-needed basis when in-ground roadway waring lights are no longer operable. This program also includes painting crosswalk striping and upgrading curb ramps in accordance with the Americans with Disabilities Act (ADA).

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	44,204	33,296	(106,945)	25,000	25,000	25,000	25,000	25,000	152,500
295	Right of Way/Other	74,861	-	-						74,861
660	Construction	364,260	246,610	241,108	125,000	125,000	125,000	125,000	125,000	985,870
	TOTAL BY PHASE	**483,325**	**279,906**	**134,163**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**1,213,231**
Sources of Funds										
229	TRAFFIC IMPACT FEE	10,049	-	-						10,049
281	LOCAL TRANSPORTAT	473,276	279,906	134,163	150,000	150,000	150,000	150,000	150,000	1,203,182
	TOTAL BY FUND	**483,325**	**279,906**	**134,163**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**1,213,231**

TITLE: MESA TANK REHAB/REPLACEMENT DEPT: PW CIP #: 9299

Project Description: The evaluation of the replacement of the two existing tanks is anticipated to be complete in FY 2019/2020 with the design to follow soon after. Construction of the tanks is planned for 2020/2021. This project is necessary to support anticipated city growth and emergency fire flow volume and to support the Santa Paula Hospital facility.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	152,195	-	7,972						152,195
295	Right of Way/Other	522	-	-						522
660	Construction	22,488	5,669,483	23,094						5,691,971
	TOTAL BY PHASE	**175,205**	**5,669,483**	**31,066**	**-**	**-**	**-**	**-**	**-**	**5,844,688**
Sources of Funds										
620	WATER	175,204	4,169,483	31,066						4,344,687
412	ARPA	-	1,500,000	-						1,500,000
			-	-						
	TOTAL BY FUND	**175,204**	**5,669,483**	**31,066**	**-**	**-**	**-**	**-**	**-**	**5,844,687**

TITLE: SCADA LAND LINE TO RADIO DEPT: PW CIP #: 9300

Project Description: This program would upgrade and convert existing SCADA PLCs to Ethernet capability for integration with city private and secure network for communication with remote sites. This capability would add network security cameras at remote water tank sites.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	533,236	130,553	100,000	100,000	100,000	100,000	100,000	100,000	1,163,789
	TOTAL BY PHASE	**533,236**	**130,553**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**1,163,789**
Sources of Funds										
620	WATER	533,236	130,553	100,000	100,000	100,000	100,000	100,000	100,000	1,163,789
		-	-	-						
			-	-						
	TOTAL BY FUND	**533,236**	**130,553**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**1,163,789**

TITLE: GIS/GPS ASSET MANAGEMENT PROGRAM | **DEPT: PW** | **CIP #: 9301**

Project Description: This is a purchase of a new geographic information system (GIS) global positioning system (GPS)- based asset management system . The purpose of this system is for water infrastructure management including, but not limited to water utility atlas mapping and maintenance recording among other utility infrastructure data. This will allow the city to manage its water system more efficiently, safer and assist in response times and after emergency events. All affected City Departments/Divisions are Water, Sewer, Streets, Police, Community Development, and Parks and Recreation. ONGOING MAINT 25K PER YEAR WATER FUND PAYS

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
207	Computer Software	150,226	149,414	(26,832)						299,640
660	Construction	-	-	-						-
	TOTAL BY PHASE	**150,226**	**149,414**	**(26,832)**	**-**	**-**	**-**	**-**	**-**	**299,640**
Sources of Funds										
100	General Fund	20,620	4,427	(38,439)						25,047
610	Sewer	38,078	4,427	(74,651)						42,505
620	Water Fund	91,527	140,561	86,258						232,088
	TOTAL BY FUND	**150,225**	**149,415**	**(26,832)**	**-**	**-**	**-**	**-**	**-**	**299,640**

TITLE: CITY HALL & OTHER CITY FACILITY IMPROVEMENTS AND UPGRADES | **DEPT: PARKS** | **CIP #: 9323**

Project Description: Ongoing remodeling of City Hall. Tasks - Community Development duct work and office remodel; City Hall / Admin / Finance staff break room remodel; Various office improvements and remodel; Corporation Yard restoom improvements. Additional 5k will be specific to installation of existing warehoused cubicles into Planning Division, 30k for offices enclosed)

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	5,000	5,000						5,000
295	Right of Way/Other	-	-	-						-
660	Construction	46,775	215,473	168,706	35,000	100,000	100,000	100,000	100,000	497,248
	TOTAL BY PHASE	**46,775**	**220,473**	**173,706**	**35,000**	**100,000**	**100,000**	**100,000**	**100,000**	**502,248**
Sources of Funds										
100	General Fund	38,199	220,473	173,706	35,000					293,672
223	Public Facilities	8,576	-	-						8,576
100-UF	Unfunded - General		-	-		100,000	100,000	100,000	100,000	200,000
	TOTAL BY FUND	**46,775**	**220,473**	**173,706**	**35,000**	**100,000**	**100,000**	**100,000**	**100,000**	**502,248**

TITLE: HARVARD BLVD WATER MAIN LINE REPLACEMENT | **DEPT: PW** | **CIP #: 9324**

Project Description: The purpose of this project is to replace the water mains in Harvard Boulevard to address capacity and condition. This project also needs to be coordinated with sewer replacement and pavement rehabilitation on Harvard Boulevard .

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	60,230	73,767	73,117						133,997
295	Right of Way/Other	5,334	-	-						5,334
660	Construction	17,099	7,808,225	2,961,514						7,825,324
	TOTAL BY PHASE	**82,663**	**7,881,992**	**3,034,631**	**-**	**-**	**-**	**-**	**-**	**7,964,655**
Sources of Funds										
620	WATER	82,663	6,381,992	1,534,631						6,464,655
412	ARPA	-	1,500,000	1,500,000						1,500,000
			-	-						-
	TOTAL BY FUND	**82,663**	**7,881,992**	**3,034,631**	**-**	**-**	**-**	**-**	**-**	**7,964,655**

TITLE: POLICE DEPARTMENT REMODEL AND EXPANSION | **DEPT: PARKS** | **CIP #: 9329**

Project Description: The City's Police Department is an aging facility in need of various upgrades and improvements. Some improvements are needed in order to bring the facility in compliance with certain professional standards and mandates. FY 23/24: Remodel replace trailer; which will become the new property room. The current property room area, briefing room (which will become a new space for detectives), and the records and lobby area are all part of phase I. Also included is security fencing around the entire campus.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	27,161	-	-						27,161
295	Right of Way/Other	-	-	-						-
660	Construction	3,250	1,609,560	1,567,224	135,134	217,426				1,965,370
	TOTAL BY PHASE	**30,411**	**1,609,560**	**1,567,224**	**135,134**	**217,426**	**-**	**-**	**-**	**1,992,531**
Sources of Funds										
100	General	-	150,000	150,000						150,000
104	Measure T	30,411	1,309,560	1,267,224	135,134	217,426				1,692,531
412	ARPA	-	150,000	150,000						150,000
	TOTAL BY FUND	**30,411**	**1,609,560**	**1,567,224**	**135,134**	**217,426**	**-**	**-**	**-**	**1,992,531**

TITLE: COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS | **DEPT: PARKS** | **CIP #: 9330**

Project Description: Remodel of Community Center and Cultural Arts Building. The City's Community/Senior Center is the primary event center for the Santa Paula community. In addition to facility rentals, the building is used for classes, meetings, trainings, events, preschool, the senior center, and as an emergency shelter. The building is heavily utilized and requires occasional upgrades, cosmetic improvements, energy efficiencies and remodeling. Improvement to the Cultural Arts Building will include construction and installation new storage facility (prefabricated) next to the existing building; estimated cost is $75,000. The Community Center improvements will consist of a remodel to the lobby, auditorium, installation of a retractable wall inside the auditorium, remodel the lobby restrooms and repair / replace some aging windows; estimated cost is $310,000.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	13,281	255,000	252,299	100,000	-				368,281
	TOTAL BY PHASE	**13,281**	**255,000**	**252,299**	**100,000**	**-**	**-**	**-**	**-**	**368,281**
Sources of Funds										
223	Public Meeting Fac DIF	13,281	30,000	30,000						43,281
100	General	-	50,000	50,000						50,000
104	Measure T	-	75,000	72,299						75,000
Grant-A	ARPA-County	-	-	-	100,000					100,000
412	ARPA	-	100,000	100,000	-	-				100,000
	TOTAL BY FUND	**13,281**	**255,000**	**252,299**	**100,000**	**-**	**-**	**-**	**-**	**368,281**

TITLE: TEAGUE PARK RESTROOM PROJECT | **DEPT: PARKS** | **CIP #: 9332**

Project Description: Demo of existing restroom. Replace with a prefrabricated restroom facility. The restroom facilities at Teague Park are in declining shape, despite numerous efforts to upgrade the sewer connections, piping, stalls and fixtures. Within the past year the City has improved safety lighting, added skylights, and cleaned and re-painted the facilities, but a complete tear down and re-build are recommended. Demolition of the existing restrooms and purchase of a new, prefabricated restroom facility could be accomplished for a much lower cost than the building of a new facility as originally anticipated.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	214	14,786	-						15,000
295	Right of Way/Other	-	-	-						-
660	Construction	-	247,043	145,159						247,043
	TOTAL BY PHASE	**214**	**261,829**	**145,159**	**-**	**-**	**-**	**-**	**-**	**262,043**
Sources of Funds										
226	Parkland Facilities	214	184,786	131,800				-	-	185,000
307	State Grant	-	77,043	13,359						77,043
			-	-						
	TOTAL BY FUND	**214**	**261,829**	**145,159**	**-**	**-**	**-**	**-**	**-**	**262,043**

TITLE: MILL PARK RESTROOM REHAB PROJECT | **DEPT: PARKS** | **CIP #: 9333**

Project Description: Upgrade of existing park restrooms. Mill Park restrooms are worn and in need of updated fixtures and partitions. Work was completed on the sewer line within the past 18 months. The restrooms are now in need of repair and upgrade. Improve and upgrade existing building by replacing all fixtures and partitions and repaint and update the interior. Demo can be completed by staff; construction and installation would be provided by a contractor.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	50,000	44,200						50,000
	TOTAL BY PHASE	**-**	**50,000**	**44,200**	**-**	**-**	**-**	**-**	**-**	**50,000**
Sources of Funds										
226	Parkland Facilities	-	50,000	44,200				-		50,000
		-	-	-						
			-	-						
	TOTAL BY FUND	**-**	**50,000**	**44,200**	**-**	**-**	**-**	**-**	**-**	**50,000**

TITLE: Water Recycling Facility- Bypass Influent Side to Pond, Pipe | **DEPT: PW** | **CIP #: 9335**

Project Description: The WRF currently has no facility for handling incoming sewage in case of a plant outage. This project is intended to provide a bypass to divert incoming sewage to a safe storage location while repairs are performed to bring the WRF back online. The first-year cost is for design of the bypass, with construction occurring the following year. This phase of the project will implement the in-plant modifications to install necessary piping.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	5,295	-	-						5,295
295	Right of Way/Other	-	-	-						-
660	Construction	6,870	7,800	1						14,670
	TOTAL BY PHASE	**12,165**	**7,800**	**1**	**-**	**-**	**-**	**-**	**-**	**19,965**
Sources of Funds										
610	Sewer	12,165	7,800	1						19,965
		-	-	-						
			-	-						
	TOTAL BY FUND	**12,165**	**7,800**	**1**	**-**	**-**	**-**	**-**	**-**	**19,965**

TITLE: Water Recycling Facility- Bypass Influent Side to Pond, Pond Liner | **DEPT: PW** | **CIP #: 9336**

Project Description: The WRF currently has no facility for handling incoming sewage in case of a plant outage. This project is intended to provide a bypass to divert incoming sewage to a safe storage location while repairs are performed to bring the WRF back online. The first-year cost is for design of the bypass, with construction occurring the following year. This phase of the project will provide necessary improvements to the retention pond, primarily involving lining the pond

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	1,550	8,000	-						9,550
295	Right of Way/Other	-	-	-						-
660	Construction		450	450						450
	TOTAL BY PHASE	**1,550**	**8,450**	**450**	**-**	**-**	**-**	**-**	**-**	**10,000**
Sources of Funds										
610	Sewer	1,550	8,450	450						10,000
		-	-	-						
			-	-						
	TOTAL BY FUND	**1,550**	**8,450**	**450**	**-**	**-**	**-**	**-**	**-**	**10,000**

TITLE: WRF - Facility Landscape Modifications | **DEPT: PW** | **CIP #: 9338**

Project Description: Landscaping and irrigation systems around the WRF perimeter have deteriorated and require replacement and repair, leading to complaints from nearby residents. This project will implement improvements and repairs in an incremental fashion. Design of the replacement is currently underway, and will be complete before the end of FY 2018/2019.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	82,066	59,053	59,053						141,119
	TOTAL BY PHASE	**82,066**	**59,053**	**59,053**	**-**	**-**	**-**	**-**	**-**	**141,119**
Sources of Funds										
610	Sewer	82,066	59,053	59,053						141,119
		-	-	-						
			-	-						
	TOTAL BY FUND	**82,066**	**59,053**	**59,053**	**-**	**-**	**-**	**-**	**-**	**141,119**

TITLE: WRF - Spare Parts Inventory | **DEPT: PW** | **CIP #: 9339**

Project Description: WRF operators are able to perform many maintenance and repair activities if they have an adequate supply of spare parts. This project is intended to improve the spare parts inventory to enable self-repair, with the objective of reducing overall WRF operating and maintenance costs. Self-repair is believed to cost about half as much as bringing in outside repair technicians.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	45,011	54,989	54,989						100,000
	TOTAL BY PHASE	**45,011**	**54,989**	**54,989**	**-**	**-**	**-**	**-**	**-**	**100,000**
Sources of Funds										
610	Sewer	45,011	54,989	54,989						100,000
		-	-	-						
			-	-						
	TOTAL BY FUND	**45,011**	**54,989**	**54,989**	**-**	**-**	**-**	**-**	**-**	**100,000**

TITLE: WRF - Digester Blower Air Supply | **DEPT: PW** | **CIP #: 9340**

Project Description: The digester blowers are located in the headworks building and have experienced damage due to the presence of hydrogen sulfide in the atmosphere. This project will install an air dam and provide external air to isolate the blowers from the corrosive atmosphere. Design is currently underway and will be complete by the beginning of the fiscal year.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	17,436	17,436						17,436
	TOTAL BY PHASE	**-**	**17,436**	**17,436**	**-**	**-**	**-**	**-**	**-**	**17,436**
Sources of Funds										
610	Sewer	-	17,436	17,436						17,436
		-	-	-						
			-	-						
	TOTAL BY FUND	**-**	**17,436**	**17,436**	**-**	**-**	**-**	**-**	**-**	**17,436**

TITLE: WRF - Concrete Tank Cycle Replacement | **DEPT: PW** | **CIP #: 9341**

Project Description: The WRF consists primarily of under-floor concrete tanks providing reaction vessels and storage for the treatment process. These tanks have not been inspected since the WRF was placed in service almost ten years ago. This project will provide inspection and repair (if needed) of the tanks, one per year. This work will also include repair and upgrade of certain drains and liners.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	691	26,501	-			22,500			49,692
295	Right of Way/Other	1,087	-	(720)			-			1,087
660	Construction	369,975	376,554	(1,087)			347,500			1,094,029
	TOTAL BY PHASE	**371,753**	**403,055**	**(1,807)**	**-**	**-**	**370,000**	**-**	**-**	**1,144,808**
Sources of Funds										
610	Sewer	371,752	403,055	(1,807)	-		370,000			1,144,807
		-	-	-						
			-	-						
	TOTAL BY FUND	**371,752**	**403,055**	**(1,807)**	**-**	**-**	**370,000**	**-**	**-**	**1,144,807**

TITLE: WRF - Membrane Replacement | **DEPT: PW** | **CIP #: 9342**

Project Description: The microfiltration membranes that provide final treatment in the WRF have an expected life of about 10 years, and are reaching that time. This project will replace the entire set of membranes

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	10,632	10,632						10,632
295	Right of Way/Other	-	-	-						-
660	Construction	782,817	512,621	512,621						1,295,438
	TOTAL BY PHASE	**782,817**	**523,253**	**523,253**	**-**	**-**	**-**	**-**	**-**	**1,306,070**
Sources of Funds										
610	Sewer	782,817	523,253	523,253						1,306,070
		-	-	-						
			-	-						
	TOTAL BY FUND	**782,817**	**523,253**	**523,253**	**-**	**-**	**-**	**-**	**-**	**1,306,070**

TITLE: WRF - SCADA and PLC Upgrades | **DEPT: PW** | **CIP #: 9343**

Project Description: This project consists of replacing and reconfiguring the computer control and monitoring equipment and software for the WRF. This will improve reliability and address certain control issues. An evaluation project is currently underway to specify and design the specific upgrades.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	50,000	-	-						50,000
295	Right of Way/Other	-	-	-						-
660	Construction	273,931	278,041	240,474						551,972
	TOTAL BY PHASE	**323,931**	**278,041**	**240,474**	**-**	**-**	**-**	**-**	**-**	**601,972**
Sources of Funds										
610	Sewer	323,931	278,041	240,474						601,972
		-	-	-						
			-	-						
	TOTAL BY FUND	**323,931**	**278,041**	**240,474**	**-**	**-**	**-**	**-**	**-**	**601,972**

TITLE: WRF - Chemical Systems Replacement | **DEPT: PW** | **CIP #: 9344**

Project Description: This project will replace the existing chemical storage and pumping system used for cleaning the microfiltration membranes. These pumps are reaching the end of their expected service life of 10 years.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	2,105	63,487	63,487						65,592
295	Right of Way/Other	-	-	-						-
660	Construction	17,092	24,617	23,273						41,709
	TOTAL BY PHASE	**19,197**	**88,104**	**86,760**	**-**	**-**	**-**	**-**	**-**	**107,301**
Sources of Funds										
610	Sewer	19,197	88,104	86,760						107,301
		-	-	-						
			-	-						
	TOTAL BY FUND	**19,197**	**88,104**	**86,760**	**-**	**-**	**-**	**-**	**-**	**107,301**

TITLE: WRF - Polymer System Spill Containment | **DEPT: PW** | **CIP #: 9346**

Project Description: Polymer is used to improve solids dewatering. The polymer system currently is not equipped with any spill containment. This project will provide appropriate curbs to prevent any spills from becoming a safety hazard.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	5,441	13,559	9,559						19,000
	TOTAL BY PHASE	**5,441**	**13,559**	**9,559**	**-**	**-**	**-**	**-**	**-**	**19,000**
Sources of Funds										
610	Sewer	5,441	13,559	9,559						19,000
		-	-	-						
			-	-						
	TOTAL BY FUND	**5,441**	**13,559**	**9,559**	**-**	**-**	**-**	**-**	**-**	**19,000**

TITLE: WRF - Biofilter Odor Control System | **DEPT: PW** | **CIP #: 9348**

Project Description: The existing odor control systems (Hawk filter and Aerisa ionized air system) are maintenance intensive and require regular replacement of GAC. A feasibility study determined that replacing the existing systems with a biofilter will provide significant cost savings.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	141,351	-	(4,063)						141,351
295	Right of Way/Other	-	-	-						-
660	Construction	1,311,603	-	-	-					1,311,603
	TOTAL BY PHASE	**1,452,954**	**-**	**(4,063)**	**-**	**-**	**-**	**-**	**-**	**1,452,954**
Sources of Funds										
610	Sewer	1,452,954	-	(4,063)						1,452,954
		-	-	-						
			-	-						
	TOTAL BY FUND	**1,452,954**	**-**	**(4,063)**	**-**	**-**	**-**	**-**	**-**	**1,452,954**

TITLE: WRF - Miscellaneous Preventive | **DEPT: PW** | **CIP #: 9349**

Project Description: This project provides for several ongoing preventive maintenance activities such as Wiring repairs, Coating repairs, Access hatch rehabilitation, Monitoring well maintenance, Liner repairs, Pump repairs. This allows the Water Recycling Facility (WRF) to deal with unforeseen repairs as required.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	186,471	13,529	6,088	-	-	-			200,000
	TOTAL BY PHASE	**186,471**	**13,529**	**6,088**	**-**	**-**	**-**	**-**	**-**	**200,000**
Sources of Funds										
610	Sewer	186,471	13,529	6,088	-	-	-			200,000
		-	-	-						
			-	-						
	TOTAL BY FUND	**186,471**	**13,529**	**6,088**	**-**	**-**	**-**	**-**	**-**	**200,000**

TITLE: WRF - CAPITAL EXPENDITURES | **DEPT: PW** | **CIP #: 9351**

Project Description: This program is for on-going replacements or plant improvements to critical equipment for the Water Recycling Facility (WRF). Past emergency events at this plant have identified a critical need to upgrade and raise the elevation of the motor control center and improve water pump and wastewater processing operation sustainability during emergency events and power outage. Because the plant is approaching 10 years old increased costs for replacement and rehabilitation of critical components is anticipated

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	33,695	116,305	116,305	50,000	50,000	50,000	50,000	50,000	400,000
295	Right of Way/Other	-	-	-						-
660	Construction	750,634	417,740	417,594	200,000	200,000	200,000	200,000	200,000	2,168,374
	TOTAL BY PHASE	**784,329**	**534,045**	**533,899**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**2,568,374**
Sources of Funds										
610	Sewer	784,329	534,045	533,899	250,000	250,000	250,000	250,000	250,000	2,568,374
		-	-	-						
			-	-						
	TOTAL BY FUND	**784,329**	**534,045**	**533,899**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**2,568,374**

TITLE: WRF - SITE IMPROVEMENT | **DEPT: PW** | **CIP #: 9352**

Project Description: This project would construct improvements to the Water Recycling Facility (WRF) site for the purposes of asset protection and risk management. Improvements include property fencing, pavement resurfacing, and groundwater monitoring wells protection.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	23,050	204,113	149,445	34,000	34,000	34,000	34,000	34,000	397,163
	TOTAL BY PHASE	**23,050**	**204,113**	**149,445**	**34,000**	**34,000**	**34,000**	**34,000**	**34,000**	**397,163**
Sources of Funds										
610	Sewer	23,050	114,113	106,108	34,000	34,000	34,000	34,000	34,000	307,163
412	ARPA	-	90,000	43,337						90,000
			-	-						
	TOTAL BY FUND	**23,050**	**204,113**	**149,445**	**34,000**	**34,000**	**34,000**	**34,000**	**34,000**	**397,163**

TITLE: CATCH BASIN TRASH EXCLUDER | **DEPT: PW** | **CIP #: 9353**

Project Description: The State of California Water Resources Control Board adopted a trash policy provision (State Trash Policy). The State Trash Policy requires the City to install, operate and maintain full capture devices in the City's Storm Drain System. The City is proposing to install three capture devices this Fiscal Year. The City must complete the installation of full capture systems by February 2029.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	15,600	50,000	50,000	50,000	50,000	50,000	50,000	50,000	315,600
	TOTAL BY PHASE	**15,600**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**315,600**
Sources of Funds										
205	NPDES Stormwater Qua	15,600	50,000	50,000	50,000	50,000	50,000	50,000	50,000	315,600
		-	-	-						
			-	-						
	TOTAL BY FUND	**15,600**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**315,600**

TITLE: EMERGENCY GENERATORS | **DEPT: PW** | **CIP #: 9355**

Project Description: The project would include a total of three backup emergency generators (one installed in FY 20/21) to provide power for the potable water treatment facility and well sites in the event of an emergency. This will also include fixed generators at Well #12 and the Canyon Booster Pump Station.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	200,000	200,000						200,000
295	Right of Way/Other	-	-	-						-
660	Construction	329,963	1,863,337	1,846,001	-	-				2,193,300
	TOTAL BY PHASE	**329,963**	**2,063,337**	**2,046,001**	**-**	**-**	**-**	**-**	**-**	**2,393,300**
Sources of Funds										
620	Water	329,963	2,063,337	2,046,001						2,393,300
		-	-	-						
			-	-						
	TOTAL BY FUND	**329,963**	**2,063,337**	**2,046,001**	**-**	**-**	**-**	**-**	**-**	**2,393,300**

TITLE: WELL 12 ABOVE GROUND REHABILITATION | **DEPT: PW** | **CIP #: 9356**

Project Description: To rehabilitate Well 12 above-ground components that are at the end of their useful lives. These include valves, valve actuators, flexible couplings, Decant pump and motor, cathodic protection system, media filtration, and protective. The Construction is scheduled to begin in FY 23/24 and will be completed in FY 23/24.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	8,481	216,284	540						224,765
295	Right of Way/Other	-	-	-						-
660	Construction	-	1,011,137	1,002,964	400,000	-				1,411,137
	TOTAL BY PHASE	**8,481**	**1,227,421**	**1,003,504**	**400,000**	**-**	**-**	**-**	**-**	**1,635,902**
Sources of Funds										
620	Water	8,481	1,227,421	1,003,504	400,000					1,635,902
		-	-	-						
			-	-						
	TOTAL BY FUND	**8,481**	**1,227,421**	**1,003,504**	**400,000**	**-**	**-**	**-**	**-**	**1,635,902**

TITLE: WATER METER REPLACEMENT PROGRAM - PRODUCTION | **DEPT: PW** | **CIP #: 9357**

Project Description: Large water meters need to be assessed and calibrate annually in order to assure water is being accounted for accurately. The program would also include replacement of old 2" and larger water

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	75,000	75,000	25,000	25,000	25,000	25,000	25,000	200,000
295	Right of Way/Other	-	-	-						-
660	Construction	93,401	281,599	281,599	125,000	125,000	125,000	125,000	125,000	1,000,000
	TOTAL BY PHASE	**93,401**	**356,599**	**356,599**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**1,200,000**
Sources of Funds										
620	Water	93,401	356,599	356,599	150,000	150,000	150,000	150,000	150,000	1,200,000
		-	-	-						
			-	-						
	TOTAL BY FUND	**93,401**	**356,599**	**356,599**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**1,200,000**

TITLE: LEMONWOOD LIFT STATION BACKUP POWER | **DEPT: PW** | **CIP #: 9358**

Project Description: The project would include a new on-site generator to provide backup emergency power for the sewer lift station.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	5,265	-	(9,218)						5,265
660	Construction	-	44,349	44,349	125,561					169,910
	TOTAL BY PHASE	**5,265**	**44,349**	**35,131**	**125,561**	**-**	**-**	**-**	**-**	**175,175**
Sources of Funds										
610	Sewer	5,265	44,349	35,131	-					49,614
610-UF	Unfunded - Sewer			-	125,561					125,561
				-						
	TOTAL BY FUND	**5,265**	**44,349**	**35,131**	**125,561**	**-**	**-**	**-**	**-**	**175,175**

TITLE: CITYWIDE STREET PRESERVATION AND MAINTENANCE | **DEPT: PW** | **CIP #: 9359**

Project Description: The Street Preservation and Maintenance Program consists of annual expenditures for street maintenance activities including: pavement patching, surface repairs,crack sealing work, chip/seal treatments, and other preventive maintenance for pavement surfaces.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	25,425	-	50,000	50,000	50,000	50,000	50,000	275,425
295	Right of Way/Other	61,325	36,784	24,429						98,109
660	Construction	890,199	686,395	30,130	400,000	430,000	450,000	450,000	450,000	3,756,594
	TOTAL BY PHASE	**951,524**	**748,604**	**54,560**	**450,000**	**480,000**	**500,000**	**500,000**	**500,000**	**4,130,128**
Sources of Funds										
104	MEASURE T	299,120	748,604	54,560	250,000	250,000	250,000	250,000	250,000	2,297,724
100	General	-	-	-	200,000	230,000	250,000	250,000	250,000	1,180,000
281	TDA 8	652,403	-	-	-	-	-	-	-	652,403
	TOTAL BY FUND	**951,523**	**748,604**	**54,560**	**450,000**	**480,000**	**500,000**	**500,000**	**500,000**	**4,130,127**

TITLE: HARDING PARK CARETAKER'S HOUSE | **DEPT: PARKS** | **CIP #: 9360**

Project Description: Rehab caretakers house. The caretakers house is in disrepair and currently vacant.. The house serves as the home to the Harding Park caretaker for the baseball / softball complex. Staff will work with local unions in hopes of securing volunteer labor to restore the house to an acceptable standard. Funding will cover materials and some contracted services when the need cannot be met by city staff or union volunteers. Projected to begin FY 20/21; August This project has been completed - GB.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	32,211	157,789	107,904						190,000
	TOTAL BY PHASE	**32,211**	**157,789**	**107,904**	**-**	**-**	**-**	**-**	**-**	**190,000**
Sources of Funds										
803	Harding Fund	32,211	157,789	107,904						190,000
										-
	TOTAL BY FUND	**32,211**	**157,789**	**107,904**	**-**	**-**	**-**	**-**	**-**	**190,000**

TITLE: CALOES EMERGENCY GENERATOR | **DEPT: PARKS** | **CIP #: 9363**

Project Description: This project will install three emergency back up generators for critical facilities and infrastructure during city-wide emergencies. Currently we have funding and are underway with the purchase of three generators and related construction at each site: Police Station, Community Center and Mesa Tanks.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	722	486,757	13,328						487,479
	TOTAL BY PHASE	**722**	**486,757**	**13,328**	**-**	**-**	**-**	**-**	**-**	**487,479**
Sources of Funds										
100	General	-	120,029	9,527						120,029
104	Measure T	-	60,029	-						60,029
319	State Grant	722	300,000	-						300,722
620	Water	-	6,700	3,801						6,700
	TOTAL BY FUND	**722**	**486,758**	**13,328**	**-**	**-**	**-**	**-**	**-**	**487,480**

TITLE: FLEET SHOP INSULATION | **DEPT: PARKS** | **CIP #: 9364**

Project Description: Fleet Services work bays are outside in the elements and get cold during the winter months. This project would install new heaters in each bay for the mechanics. The current heating system is not sufficient.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	18,000	15,000	15,000						33,000
	TOTAL BY PHASE	**18,000**	**15,000**	**15,000**	**-**	**-**	**-**	**-**	**-**	**33,000**
Sources of Funds										
412	ARPA	18,000	15,000	15,000						33,000
										-
	TOTAL BY FUND	**18,000**	**15,000**	**15,000**	**-**	**-**	**-**	**-**	**-**	**33,000**

TITLE: EUCALYPTUS TREE REMOVAL & REPLACEMENT DEPT: PARKS CIP #: 9365

Project Description: Phase I & II of tree removal is complete. We are now entering the restoration phase of the project. Next step is to develop a restoration master plan / design for the site and provide a cost estimate for planting and restoration to City Council. The remaining budget will be used to hire a bioligst and landscape architect to assist with the plan and design.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	341,204	158,100	57,800	-					499,304
	TOTAL BY PHASE	**341,204**	**158,100**	**57,800**	**-**	**-**	**-**	**-**	**-**	**499,304**
Sources of Funds										
319	State Grant	291,254	8,050	8,050						299,304
412	ARPA	49,950	150,050	49,750						200,000
	TOTAL BY FUND	**341,204**	**158,100**	**57,800**	**-**	**-**	**-**	**-**	**-**	**499,304**

TITLE: HVAC REPLACEMENT DEPT: PARKS CIP #: 9366

Project Description: Replacement of aging HVAC units at City facilities. City Hall and the Community Development buildings have been completed. The Community Center will be completed in FY 23/34. Police Station will be completed as part of the Police Station remodel project.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	30,075	30,000	30,000	-	20,000				80,075
	TOTAL BY PHASE	**30,075**	**30,000**	**30,000**	**-**	**20,000**	**-**	**-**	**-**	**80,075**
Sources of Funds										
223	Facilities DIF	30,075	30,000	30,000		20,000				80,075
100	General Fund				-					-
	TOTAL BY FUND	**30,075**	**30,000**	**30,000**	**-**	**20,000**	**-**	**-**	**-**	**80,075**

TITLE: TEAGUE/MILL PARK PARKING LOT REPAVEMENT DEPT: PW CIP #: 9368

Project Description: Re-pave and stripe parking lot, provide for disabled accessible parking, signage and access.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	119,455	119,455						119,455
	TOTAL BY PHASE	**-**	**119,455**	**119,455**	**-**	**-**	**-**	**-**	**-**	**119,455**
Sources of Funds										
307	State Grant	-	119,455	119,455						119,455
	TOTAL BY FUND	**-**	**119,455**	**119,455**	**-**	**-**	**-**	**-**	**-**	**119,455**

TITLE: CITY BIKEWAY PROJECT DEPT: PW CIP #: 9369

Project Description: Design and construct extension of existing Class I bike/trail in 3 locations: 1. From 12th/Santa Barbara to new Santa Paula Street bridge (0.75 mi); 2. From Santa Paula Street bridge north along Santa Paula Creek to City limit (0.93 mi); 3. From Peck Road to western City limits (0.80 mi). See new CIP Projects for details.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-	-					-
295	Right of Way/Other	-	354,928	354,928						354,928
660	Construction	-	1,542,740	1,542,740		-				1,542,740
	TOTAL BY PHASE	**-**	**1,897,668**	**1,897,668**	**-**	**-**	**-**	**-**	**-**	**1,897,668**
Sources of Funds										
412	ARPA	-	25,000	25,000						25,000
413	CRRSA (Federal)		389,790	389,790	-					389,790
282	TDA 3a		1,482,878	1,482,878		-				1,482,878
	TOTAL BY FUND	**-**	**1,897,668**	**1,897,668**	**-**	**-**	**-**	**-**	**-**	**1,897,668**

TITLE: TRAIN DEPOT IMPROVEMENTS | **DEPT: PARKS** | **CIP #: 9370**

Project Description: The Train Depot is in need of additional renovations including replacing the existing deck and a remodel of the upstairs units.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	86,649	100,000	100,000	100,000					286,649
	TOTAL BY PHASE	**86,649**	**100,000**	**100,000**	**100,000**	**-**	**-**	**-**	**-**	**286,649**
Sources of Funds										
412	ARPA	-	100,000	100,000						100,000
223	Facilities DIF	86,649								86,649
100-UF	Unfunded - General				100,000					100,000
	TOTAL BY FUND	**86,649**	**100,000**	**100,000**	**100,000**	**-**	**-**	**-**	**-**	**286,649**

TITLE: LOCAL ROAD SAFETY PLAN (LRSP) | **DEPT: PW** | **CIP #: 9372**

Project Description: Complete a Local Road Safety Plan (LRSP). LRSP provides a framework for the identity, analysis and prioritization of safety improvements on the City's street network, including pedestrian, bicycle and vehicle safety counter-measures. An LRSP will be required for certain future federal and State funding programs, including HSIP Cycle 11. Projected to begin FY 21/22; July

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	20,000	20,000						20,000
	TOTAL BY PHASE	**-**	**20,000**	**20,000**	**-**	**-**	**-**	**-**	**-**	**20,000**
Sources of Funds										
412	ARPA	-	20,000	20,000						20,000
	TOTAL BY FUND	**-**	**20,000**	**20,000**	**-**	**-**	**-**	**-**	**-**	**20,000**

TITLE: CITY BUILDING LIGHTING RETROFIT | **DEPT: PARKS** | **CIP #: 9373**

Project Description: Retrofit City Buildings - Interior and exterior lighting to reduce energy consumption and decrease energy costs.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	74,000	74,000	-					74,000
	TOTAL BY PHASE	**-**	**74,000**	**74,000**	**-**	**-**	**-**	**-**	**-**	**74,000**
Sources of Funds										
412	ARPA	-	74,000	74,000						74,000
	TOTAL BY FUND	**-**	**74,000**	**74,000**	**-**	**-**	**-**	**-**	**-**	**74,000**

TITLE: FACILITIES KEY SYSTEM | **DEPT: PARKS** | **CIP #: 9374**

Project Description: Create a heiarchy for our key system and rekey all existing facilities city wide. This project will also replace the current keypads with card readers.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	40,000	40,000	-	-				40,000
	TOTAL BY PHASE	**-**	**40,000**	**40,000**	**-**	**-**	**-**	**-**	**-**	**40,000**
Sources of Funds										
100	General	-	40,000	40,000						40,000
412	ARPA				-	-				-
	TOTAL BY FUND	**-**	**40,000**	**40,000**	**-**	**-**	**-**	**-**	**-**	**40,000**

TITLE: CITYWIDE PARKING LOT REHABILITATION | **DEPT: PW** | **CIP #: 9375**

Project Description: Rehabilitate City Parking Lots for Parks and City Hall. Projected to begin FY 23/24; July

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-	20,000					20,000
295	Right of Way/Other	-	-	-						-
660	Construction	-	10,400	10,400	100,000					110,400
	TOTAL BY PHASE	**-**	**10,400**	**10,400**	**120,000**	**-**	**-**	**-**	**-**	**130,400**
Sources of Funds										
100-UF	Unfunded - General	-	10,400	10,400	60,000					70,400
803	Harding Park				60,000					60,000
	TOTAL BY FUND	**-**	**10,400**	**10,400**	**120,000**	**-**	**-**	**-**	**-**	**130,400**

TITLE: ADA SELF EVALUATION | **DEPT: PW** | **CIP #: 9376**

Project Description:

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	21,625	-						21,625
295	Right of Way/Other	-	21,619	7,094						21,619
660	Construction	-	-	-						-
	TOTAL BY PHASE	**-**	**43,244**	**7,094**	**-**	**-**	**-**	**-**	**-**	**43,244**
Sources of Funds										
100	General	-	21,625	-						21,625
412	ARPA	-	21,619	7,094						21,619
	TOTAL BY FUND	**-**	**43,244**	**7,094**	**-**	**-**	**-**	**-**	**-**	**43,244**

TITLE: EA1 Sports Park | **DEPT: PARKS** | **CIP #: 9377**

Project Description:

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	175,000	175,000						175,000
	TOTAL BY PHASE	**-**	**175,000**	**175,000**	**-**	**-**	**-**	**-**	**-**	**175,000**
Sources of Funds										
100	General	-	-	-						-
104	Measure T	-	175,000	175,000						175,000
	TOTAL BY FUND	**-**	**175,000**	**175,000**	**-**	**-**	**-**	**-**	**-**	**175,000**

TITLE: PARK IMPROVEMENTS | **DEPT: PARKS** | **CIP #: UF 1**

Project Description: There is a need for various park improvements such as basketball court resurfacing, athletic / soccer field turf improvements at both Teague and Las Piedras Parks, irrigation repairs and replacement, playground resurfacing, and new playground equipment at Veteran's Park. The aging equipment requires continuous maintenance; an upgraded irrigation system would allow for more precise coverage and the use of updated technology such as timers and remote access & control. A portion of these funds would allow staff to contract with a vendor that specializes is athletic field / turf maintenance.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	250,000	250,000	250,000	100,000	100,000	950,000
	TOTAL BY PHASE	**-**	**-**	**-**	**250,000**	**250,000**	**250,000**	**100,000**	**100,000**	**950,000**
Sources of Funds										
226-UF	Unfunded - Parkland	-	-	-	150,000	150,000	250,000	100,000	100,000	750,000
104	Measure T				100,000	100,000				200,000
	TOTAL BY FUND	**-**	**-**	**-**	**250,000**	**250,000**	**250,000**	**100,000**	**100,000**	**950,000**

TITLE: STREET LIGHTING RETROFIT | **DEPT: PW** | **CIP #: UF 4**

Project Description: The street lighting retrofit upgrade project will reduce energy costs and lower consumption volume. The street light retrofits are for 1) Bike Path Lights and 2) LS-2, LS-3, and TC-1 streetlights. Projected to begin FY 23/24;

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	21,000					21,000
	TOTAL BY PHASE	**-**	**-**	**-**	**21,000**	**-**	**-**	**-**	**-**	**21,000**
Sources of Funds										
100-UF	Unfunded - General	-	-	-	21,000					21,000
	TOTAL BY FUND	**-**	**-**	**-**	**21,000**	**-**	**-**	**-**	**-**	**21,000**

TITLE: ENHANCED AERATION CONTROL - AMMONIA ANALYZER | **DEPT: PW** | **CIP #: 9378**

Project Description: Upgrading the Aeration Control Analyzer Equipment at the wastewater treatment plant will reduce the energy and chemical consumption while meeting rigorous state environmental requirements. Projected to begin FY 23/24; July

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	39,552	-						39,552
295	Right of Way/Other	-	-	-						
660	Construction	-	100,448	100,448	229,000					329,448
	TOTAL BY PHASE	**-**	**140,000**	**100,448**	**229,000**	**-**	**-**	**-**	**-**	**369,000**
Sources of Funds										
610	Sewer	-	140,000	100,448	-					140,000
610-UF	Unfunded - Sewer				229,000					229,000
	TOTAL BY FUND	**-**	**140,000**	**100,448**	**229,000**	**-**	**-**	**-**	**-**	**369,000**

TITLE: DIGESTER AERATION CONTROL | **DEPT: PW** | **CIP #: UF 6**

Project Description: The digester aeration control provides additional controls to allow the speed of the blowers to be adjusted to maintain a specific aeration level and to allow the blower to be slowed for a significant amount of time, when appropriate, and doing so, reduces power consumption. Projected to begin FY 23/24;

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	100,000					100,000
	TOTAL BY PHASE	**-**	**-**	**-**	**100,000**	**-**	**-**	**-**	**-**	**100,000**
Sources of Funds										
610-UF	Unfunded - Sewer	-	-	-	100,000					100,000
	TOTAL BY FUND	**-**	**-**	**-**	**100,000**	**-**	**-**	**-**	**-**	**100,000**

TITLE: REPLACE TURBIDIMETERS | **DEPT: PW** | **CIP #: UF 7**

Project Description: Replace 6 failed turbidmeters at WRF. These monitor the performance of the 6 membrane filtration trains. Projected to begin FY 23/24; August

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	148,500					148,500
	TOTAL BY PHASE	**-**	**-**	**-**	**148,500**	**-**	**-**	**-**	**-**	**148,500**
Sources of Funds										
610-UF	Unfunded - Sewer	-	-	-	148,500					148,500
	TOTAL BY FUND	**-**	**-**	**-**	**148,500**	**-**	**-**	**-**	**-**	**148,500**

TITLE: REPLACE DISSOLVED OXYGEN METERS DEPT: PW CIP #: UF 8

Project Description: Replace 6 failed dissolved oxygen meters at WRF. These monitor the performance of the treatment process. Projected to begin FY 23/24; August

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	110,000					110,000
	TOTAL BY PHASE	**-**	**-**	**-**	**110,000**	**-**	**-**	**-**	**-**	**110,000**
Sources of Funds										
610-UF	Unfunded - Sewer	-	-	-	110,000					110,000
	TOTAL BY FUND	**-**	**-**	**-**	**110,000**	**-**	**-**	**-**	**-**	**110,000**

TITLE: UPGRADE UV AIR CONDITIONERS DEPT: PW CIP #: UF 9

Project Description: Upgrade UV Air Conditioners (6 units) at the Water Recycling Facility. Projected to begin FY 23/24; August

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	132,000					132,000
	TOTAL BY PHASE	**-**	**-**	**-**	**132,000**	**-**	**-**	**-**	**-**	**132,000**
Sources of Funds										
610-UF	Unfunded - Sewer	-	-	-	132,000					132,000
	TOTAL BY FUND	**-**	**-**	**-**	**132,000**	**-**	**-**	**-**	**-**	**132,000**

TITLE: FOOTHILL/CAMERON DRAINAGE IMPROVEMENTS DEPT: PW CIP #: UF 11

Project Description: Construct drainage and retaining wall improvements to address safety issues at intersection. Construct approximately 75' of 6' maximum height retaining wall to match existing adjacent wall along Foothill, as well as debris inlet and associated piping to address drainage and debris flows from steep adjacent agricultural property. Remove existing concrete barrier from roadway and restore two-way vehicular travel. Projected to begin FY 23/24 (see New CIP for details)

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-		40,000				40,000
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-			110,000			110,000
	TOTAL BY PHASE	**-**	**-**	**-**	**-**	**40,000**	**110,000**	**-**	**-**	**150,000**
Sources of Funds										
280-UF	Unfunded - Gas Tax	-	-	-		40,000				40,000
206-UF	Unfunded - Stormwater						110,000			110,000
	TOTAL BY FUND	**-**	**-**	**-**	**-**	**40,000**	**110,000**	**-**	**-**	**150,000**

TITLE: PECK/CALPIPE ROAD EXTENSION PROJECT DEPT: PW CIP #: UF 12

Project Description: Design and construct of Peck Road south of Corporation Street and Calpipe Road east of Corporation Alley. Approximately 1000 LF of roadway, storm drain, water main and street light system. Roadway construction to be funded by developer in conjunction with adjacent industrial project. See new CIP projects for

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	720,000					720,000
	TOTAL BY PHASE	**-**	**-**	**-**	**720,000**	**-**	**-**	**-**	**-**	**720,000**
Sources of Funds										
		-	-	-						-
280-UF	Unfunded - Gas Tax				190,000					190,000
104-UF	Unfunded - Measure T				190,000					190,000
Grant-U	Future Fund - Developer				340,000					340,000
	TOTAL BY FUND	**-**	**-**	**-**	**720,000**	**-**	**-**	**-**	**-**	**720,000**

TITLE: STECKEL TREATMENT PLANT MEDIA REPLACEMENT | **DEPT: PW** | **CIP #: UF 13**

Project Description: Water Treatment and Conditioning Media replacement (Green sand). Projected to begin FY 23/24; July

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	100,000	100,000	100,000	100,000	100,000	500,000
	TOTAL BY PHASE	**-**	**-**	**-**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**500,000**
Sources of Funds										
620-UF	Unfunded - Water	-	-	-	100,000	100,000	100,000	100,000	100,000	500,000
										-
	TOTAL BY FUND	**-**	**-**	**-**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**500,000**

TITLE: WATER SYSTEM VALVE REPLACEMENT | **DEPT: PW** | **CIP #: UF 14**

Project Description: Replacing non-functional water system isolation valves. Projected to begin FY 25/26; July.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	200,000	200,000	200,000	200,000	200,000	1,000,000
	TOTAL BY PHASE	**-**	**-**	**-**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**1,000,000**
Sources of Funds										
620-UF	Unfunded - Water	-	-	-	200,000	200,000	200,000	200,000	200,000	1,000,000
	TOTAL BY FUND	**-**	**-**	**-**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**1,000,000**

TITLE: ACTUATOR REPLACEMENT | **DEPT: PW** | **CIP #: UF 15**

Project Description: Replacement of 14 actuators at the Steckel Waterh Conditioning Facility. Projected to begin FY 23/24; July

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	75,000					75,000
	TOTAL BY PHASE	**-**	**-**	**-**	**75,000**	**-**	**-**	**-**	**-**	**75,000**
Sources of Funds										
620-UF	Unfunded - Water	-	-	-	75,000					75,000
	TOTAL BY FUND	**-**	**-**	**-**	**75,000**	**-**	**-**	**-**	**-**	**75,000**

TITLE: CITYWIDE SOLAR PANEL INSTALLATION | **DEPT: PW** | **CIP #: SPECIAL**

Project Description: Design and construct electric vehicle charging infrastructure at various locations in the City. Follow up q? where would the money come from. Not

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	-	-	500,000					500,000
	TOTAL BY PHASE	**-**	**-**	**-**	**500,000**	**-**	**-**	**-**	**-**	**500,000**
Sources of Funds										
IL-UF	Unfunded - Interfund Loan				500,000					500,000
	TOTAL BY FUND	**-**	**-**	**-**	**500,000**	**-**	**-**	**-**	**-**	**500,000**

TITLE: NEW DOG PARK | **DEPT: PARKS** | **CIP #: NEW 1**

Project Description: This is for construction of a new dog park. Location has not been determined; this will consist of fencing, dog toys, water access, benches, shade trees or structures. Ongoing maint doggy bags, bench, etc.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-	10,000					10,000
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	90,000					90,000
	TOTAL BY PHASE	**-**	**-**	**-**	**100,000**	**-**	**-**	**-**	**-**	**100,000**
Sources of Funds										
226-UF	Unfunded - Parkland	-	-	-	100,000	-	-	-	-	100,000
	TOTAL BY FUND	**-**	**-**	**-**	**100,000**	**-**	**-**	**-**	**-**	**100,000**

TITLE: EMERGENCY GENERATOR FOR CITY HALL CAMPUS | **DEPT: PARKS** | **CIP #: NEW 2**

Project Description: This would be for purchase of an emerge.ncy generator, auto master switch and any related construction for the City Hall Campus: City Hall Admin, EOC, Future Property Room (Trailer) and Community Development Building. Maint would be fleet. At a minimum diesel fuel cost and inspections.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-	20,000					20,000
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	230,000					230,000
	TOTAL BY PHASE	**-**	**-**	**-**	**250,000**	**-**	**-**	**-**	**-**	**250,000**
Sources of Funds										
100-UF	Unfunded - General	-	-	-	250,000	-	-	-	-	250,000
	TOTAL BY FUND	**-**	**-**	**-**	**250,000**	**-**	**-**	**-**	**-**	**250,000**

TITLE: PICKELBALL COURTS AT TEAGUE PARK | **DEPT: PARKS** | **CIP #: NEW 3**

Project Description: Install two pickball courts at Teague Park; demo old swing area. Maint regular recoating etc.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						
295	Right of Way/Other	-	-	-						
660	Construction	-	-	-	185,000					185,000
	TOTAL BY PHASE	**-**	**-**	**-**	**185,000**	**-**	**-**	**-**	**-**	**185,000**
Sources of Funds										
104-UF	Unfunded - Measure T	-	-	-	185,000	-	-	-	-	185,000
	TOTAL BY FUND	**-**	**-**	**-**	**185,000**	**-**	**-**	**-**	**-**	**185,000**

TITLE: 8TH STREET LIGHT REPLACEMENT PROJECT | **DEPT: PW** | **CIP #: NEW 4**

Project Description: Replace non-functioning street light system between Main Street and Harvard Boulevard, including electroliers, conduit and SCE service. Underground work leading to existing street lamps - Clete. We are replacing fixtures - Bob (when Christy asked about ongoing operating cost). Bob - cost savings over old system. Difficult to quantify at this time.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-	10,000	15,000				25,000
295	Right of Way/Other	-	-	-						-
660	Construction	-	-	-		405,000				405,000
	TOTAL BY PHASE	**-**	**-**	**-**	**10,000**	**420,000**	**-**	**-**	**-**	**430,000**
Sources of Funds										
104-UF	Unfunded - Measure T	-	-	-	10,000	420,000	-	-	-	430,000
	TOTAL BY FUND	**-**	**-**	**-**	**10,000**	**420,000**	**-**	**-**	**-**	**430,000**

TITLE: EEP CHARGING STATIONS	DEPT: PW	CIP #: NEW 5

Project Description: Design and construct electric vehicle charging infrastructure at various locations in the City. Post Office & Main St - South Alley parking lot. Follow up q? where would the money come from. Not where is there money, but what is the appropriate funding source. Non CEC used to be 100k. Clete updated to 300k

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	-	-	700,000					700,000
	TOTAL BY PHASE	**-**	**-**	**-**	**700,000**	**-**	**-**	**-**	**-**	**700,000**
Sources of Funds										
100-UF	Unfunded - General	-	-	-	300,000	-	-	-	-	300,000
Grant-U	CEC Grant Funding	-	-	-	400,000	-	-	-	-	400,000
										-
	TOTAL BY FUND	**-**	**-**	**-**	**700,000**	**-**	**-**	**-**	**-**	**700,000**

TITLE: WATER STORAGE FACILITY REHABILITATION	DEPT: PW	CIP #: NEW 6

Project Description: Rehabilitation and Restoration of water storage facilities (reservoirs). Limoneira, Anderson, Gooding, Fuchsia, Cherry Hill, Case to be completed over 10 years. Cost does not total detail.

		Actuals As Of 6/30/22	FY 22/23 Budget (incl. C/O)	Budget Available As Of 6/1/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL
Project Phases										
290	Design/Study Services	-	-	-						-
295	Right of Way/Other	-	-	-						-
660	Construction	-	-	-	400,000	200,000	220,000	242,000	1,188,000	2,250,000
	TOTAL BY PHASE	**-**	**-**	**-**	**400,000**	**200,000**	**220,000**	**242,000**	**1,188,000**	**2,250,000**
Sources of Funds										
620-uf	Unfunded - Water	-	-	-	400,000	200,000	220,000	242,000	1,188,000	2,250,000
	TOTAL BY FUND	**-**	**-**	**-**	**400,000**	**200,000**	**220,000**	**242,000**	**1,188,000**	**2,250,000**

Appropriation - An authorization by the City Council to expend moneys and incur obligations for specific purposes.

Appropriation Unit - A budget category such as Salaries and Benefits; Services and Supplies; or Capital Outlay.

Assessed Valuation - A dollar value placed upon real estate or other property by Ventura County as a basis for levying property taxes.

Audit - A review of the City's accounts by an independent accounting firm to verify that the City's financial statements accurately reflect the City's financial position.

Beginning/Ending (Un-appropriated) Fund Balance - Unencumbered resources available in a fund from the prior/current fiscal year, after payment of the prior/current fiscal year's expenditures/expenses. This is not necessarily cash on hand.

Bond - A written promise to pay a specified sum of money, called the face value or principal amount, at a specified date or dates in the future, called the maturity date(s), together with periodic interest at a specified rate.

Budget - A financial plan consisting of an estimate of proposed expenditures and their purposes for a given period, and the proposed means of financing. Santa Paula's annual budget encompasses one fiscal year.

Capital Improvement - A permanent major addition to the City's real property assets with an estimated cost generally in excess of $25,000 and a useful life of five years or more, including the design, construction, or purchase of land, buildings or facilities, or major renovations of same.

Capital Improvement Program - A financial plan of proposed capital improvement projects and the means of financing them for a given period of time. The City's Capital Improvement Program covers a six-year period.

Capital Outlay - A budget category which includes equipment having a unit cost or more than $5,000 and an estimated useful life of more than one year. Major Capital Outlay are those items having a unit cost of $5,000 or more.

Debt Service - Payment of interest and principal on an obligation resulting from the issuance of bonds, notes, or certificates of indebtedness.

Deficit - An excess of expenditures or expenses over revenues (resources).

Department - An organizational unit comprised of one or more divisions.

Designated Reserve - Funds specifically appropriated and set aside for anticipated expenditure requirements, which are uncertain.

Discretionary - Resources that the City Council can use for any legal Government purpose.

Division - An organizational subdivision of a department.

Encumbrance - A commitment of funds for goods or services on order.

Enterprise Fund - A fund established to account for the total costs of those governmental facilities and services that are operated in a manner similar to private enterprises. These programs are entirely or predominantly self-supporting.

Entitlement - Grant or subvention funds available to the City on the basis of population or other established criteria, rather than based on competition or unique factors among agencies.

Expenditure - The actual spending of funds.

Expense - The actual spending of Proprietary Funds (Enterprise and Internal Service Fund types).

Fiscal Year - A twelve-month period of time. The Santa Paula fiscal year begins July 1 and ends June 30 of each year.

Fringe Benefits - A budget category, which includes all expenses for employee benefits such as cafeteria plan, retirement, Medicare, and worker's compensation insurance.

Full-Time Equivalent - The amount of time a regular full or part-time position has been budgeted for in terms of the amount of time an employee works in a year.

Fund - An independent fiscal and accounting entity used to set forth the financial position and results of operations related to the specific purpose for which the fund was created.

Fund Balance - The amount of financial resources available for use. Generally, this represents the detail of all the annual operating surpluses and deficits since the fund's inception.

General Fund - The City's principal operating fund, which is supported by taxes and fees which can be used for any legal government purpose.

General Obligation Bond - Bonds used for various purposes and repaid by the regular (usually the General Fund) revenue raising powers of the City.

Grants - Contributions or gifts of cash or other assets from another governmental entity to be used or expended for a specific purpose, activity or facility. An example is the Community Development Block Grant given by the Federal government.

Infrastructure - Facilities on which the continuance and growth of a community depend on such as roads, water lines, sewers, public buildings, parks and so forth.

Inter-fund Transfers - Moneys transferred from one fund to another. Such money is transferred to finance the operations of another fund or to reimburse the fund for certain expenditures/expenses.

Internal Service Fund - Internal Service Funds provide service to all City departments and bill the other Funds for services rendered, as would a private business. An example is the Equipment Maintenance Fund.

Lease-Purchase Agreement – Agreements which are contractual and are termed leases, but whose lease amount is applied to the purchase.

Levy - (Verb) To impose taxes, special assessments or service charges for the support of governmental activities; (Noun) the total amount of taxes, and/or special assessments and/or service charges imposed by a governmental agency.

Long-Term Debt - Debt with a maturity of more than one year after the date of issue.

Maintenance and Operation - A category in the budget, which includes all expenses, except personnel and capital outlay costs. Examples include office supplies, minor equipment, motor vehicle expense, and professional and contractual services.

Municipal Code - A book that contains the City Council approved ordinances currently in effect. The Code defines City policy with respect to areas such as planning, etc.

Non-Departmental - Program costs that do not relate to any one department, but represent costs of a general citywide nature, such as debt service and appropriated reserve.

Non-discretionary – Relating to resources (revenue) and expenditures legally restricted for specific purposes.

Objective - The expected result or achievement of a budget activity.

One Time Only - Revenue or expenditure amounts that are anticipated to occur during one fiscal year only.

Ongoing – Revenue or expenditure amounts that occur every fiscal year.

Operating Budget - Appropriation of funds for ongoing program costs, including personnel services, supplies, equipment, and debt service.

Ordinance - A formal legislative enactment by the City Council. It has the full force and effect of law within the City boundaries unless it is in conflict with any higher form or law, such as a State statute or constitutional provision.

Position Control Listing - Establishes approved positions within the City service.

Position Classification and Compensation Plan - By resolution, as defined in the City's Personnel Rules and Regulations, and Chapter 33 (Personnel System) of the City's Municipal Code, establishes the following: approved classes within the City's Classification Plan; approved classifications of classes within the City's Classification Plan; and approved compensation for each class within the City's Classification Plan.

Program - An activity or group of activities performed for the purpose of providing a service or support function. A program can also be an organizational subdivision of a department. See division.

Reimbursement - Payment of amount remitted on behalf of another party, department, or fund.

Reserve - An account used to earmark a portion of the fund balance as legally segregated for a specific use.

Resolution - A special order of the City Council which requires less legal formality than an ordinance in terms of public notice and the number of public readings prior to approval.

Resources - Total amounts available for appropriation during the fiscal year, including revenues, fund transfers and beginning fund balances.

Revenues - Amounts received from taxes, fees, permits, licenses, interest, and intergovernmental sources during the fiscal year.

Revenue Bonds - Bonds issued to construct capital facilities, repaid from revenue produced by the operation of those facilities.

Salaries - A category in the budget, which accounts for full-time and temporary employees and overtime expenses.

Section - An organization subdivision of a division or program.

Special Revenue Funds - This fund type collects revenues that are restricted by the City, State, or Federal Government as to how the City might spend them.

Special Study Project - Large, onetime study performed by outside source that generally goes beyond the scope of work of a department and may have citywide consequences.

Tax and Revenue Anticipation Notes (TRANS) - Notes (sometimes called warrants) issued in anticipation of collection of taxes. Moneys from this source are used to provide adequate "cash flow" for ongoing expenses until taxes are collected.

Un-appropriated Fund Balance - The part of undesignated fund balance consisting of the excess of current year revenues over appropriations.

Historical Vendor Data

The following table includes total vendor payments by year for FY2021 through FY2023 (through 6/3/2023) for any vendor with payments totaling more than $25,000 aggregated over the three year term.

Vendor Name	FY 2020/21	FY 2021/22	FY 2022/23		Total
101 ROOFING & CONSTRUCTION, INC.	105,602.00	8,500.00	7,835.00	$	121,937.00
AARDVARK	20,881.89	3,657.33	3,076.56	$	27,615.78
AERISA	46,279.00	-	-	$	46,279.00
AERZEN RENTAL USA LLC	-	-	74,915.00	$	74,915.00
AERZEN USA CORPORATION	4,438.25	38,906.30	4,805.99	$	48,150.54
ALBERTSON'S/SAFEWAY	7,864.98	11,091.33	9,548.88	$	28,505.19
ALL CITY MANAGEMENT SERVICES, INC.	4,207.72	76,097.76	221,202.00	$	301,507.48
ALLIANCE SOURCE TESTING LLC	-	29,525.00	-	$	29,525.00
AMAZON CAPITAL SERVICES	64,230.52	72,742.05	59,396.28	$	196,368.85
AMERICA IN BLOOM SANTA PAULA	15,000.00	-	40,000.00	$	55,000.00
AMERICAN BUSINESS MACHINES	25,693.82	-	-	$	25,693.82
APEX GENERAL CONTRACTORS, INC	-	-	1,170,686.24	$	1,170,686.24
ARACO ENTERPRISES LLC DBA ATHENS ENVIRO	149,882.28	109,547.42	57,195.00	$	316,624.70
ARANDA, MIKE	-	-	28,920.00	$	28,920.00
AT&T MOBILITY	5,056.06	5,084.15	15,788.44	$	25,928.65
AXON ENTERPRISES	55,111.18	44,603.95	10,608.50	$	110,323.63
B&H PHOTO-VIDEO	23,696.29	4,526.91	11,409.59	$	39,632.79
BADGER METER	89,141.56	252,145.39	305,782.90	$	647,069.85
BANNER BANK	-	-	293,088.64	$	293,088.64
BARAJAS, DAVID	1,540.00	13,320.00	17,705.00	$	32,565.00
BARBOZA & ASSOCIATES, A LAW CORPORATIC	-	24,722.00	37,524.00	$	62,246.00
BARRISTER PROFESSIONAL SERVICES, LLC.	-	41,295.76	20,169.00	$	61,464.76
BEST BEST & KRIEGER LLP	327,405.35	256,763.18	282,449.08	$	866,617.61
BLOIS CONSTRUCTION, INC.	165,922.90	-	-	$	165,922.90
BNY MELLON	7,296,358.70	7,974,364.90	8,287,632.12	$	23,558,355.72
BOYS & GIRLS CLUB OF SANTA CLARA VALLEY	-	-	42,500.00	$	42,500.00
BRAGG INVESTMENT COMPANY, INC.	54.57	594.17	104,890.99	$	105,539.73
BUNNIN CHEVROLET OF SANTA PAULA	2,451.51	16,795.64	8,876.18	$	28,123.33
BURT PROCESS EQUIPMENT, INC.	-	34,725.00	-	$	34,725.00
BUSINESS CARD	137,775.01	229,599.19	202,606.42	$	569,980.62
CALIF. PUBLIC EMPLOYEES' RETIREMENT SYST	3,654,004.00	1,652,551.35	3,787,880.53	$	9,094,435.88
CALIFORNIA AIR CONDITIONING & HEATING S	42,840.00	34,975.00	-	$	77,815.00
CALIFORNIA CONSULTING, INC.	-	40,758.07	35,000.00	$	75,758.07
CALIFORNIA JPIA	2,002,124.00	2,127,312.01	2,358,570.00	$	6,488,006.01
CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S	639,738.64	710,859.54	708,409.57	$	2,059,007.75
CALIFORNIA STATE DISBURSEMENT UNIT	40,398.00	22,184.68	14,817.34	$	77,400.02
CAL-STATE AUTO PARTS	9,247.46	15,769.28	10,476.71	$	35,493.45
CANNON CORPORATION	101,145.84	98,084.19	35,910.87	$	235,140.90
CANYON SPRINGS ENTERPRISES	-	-	558,408.77	$	558,408.77
CAROLLO ENGINEERS	88,660.50	36,504.93	146,031.71	$	271,197.14
CDCE INC.	39,290.76	14,210.00	12,349.81	$	65,850.57
CHANDLER ASSET MANAGEMENT, INC.	-	-	26,588.06	$	26,588.06
CHARTER COMMUNICATIONS HOLDING, LLC	-	5,387.92	23,683.17	$	29,071.09
CLARK II CORPORATION, J. E.	156,181.65	190,331.46	124,572.18	$	471,085.29
COLONIAL LIFE & ACCIDENT	29,146.51	33,025.15	26,757.65	$	88,929.31
COUNTY OF VENTURA	61,650.08	31,419.94	30,146.59	$	123,216.61
COUNTY OF VENTURA - CEO	4,711.55	35,300.06	8,581.80	$	48,593.41
COUNTY OF VENTURA IT SERVICES	29,556.10	22,418.98	18,457.72	$	70,432.80

Historical Vendor Data

The following table includes total vendor payments by year for FY2021 through FY2023 (through 6/3/2023) for any vendor with payments totaling more than $25,000 in any given fiscal year

Vendor Name	FY 2020/21	FY 2021/22	FY 2022/23	Total
CRAFCO, INC.	40,739.75	11,181.15	338.82	$ 52,259.72
CUSHMAN CONTRACTING CORPORATION	-	-	354,825.00	$ 354,825.00
DATAPROSE, LLC	48,604.23	58,951.96	50,476.16	$ 158,032.35
DE LAGE LANDEN	20,406.82	21,596.67	17,718.66	$ 59,722.15
DEBRA L. REILLY, A PROFESSIONAL LAW CORP	-	47,362.00	49,320.00	$ 96,682.00
DEPARTMENT OF FORESTRY AND FIRE PROTEC	1,871.20	1,548,928.74	453.56	$ 1,551,253.50
DODOS DESIGN - GARCIA, DAVID	7,724.41	16,905.45	3,683.70	$ 28,313.56
E & M ELECTRIC AND MACHINERY, INC.	-	6,885.00	21,945.00	$ 28,830.00
EARTH SYSTEMS PACIFIC	-	29,700.00	6,846.52	$ 36,546.52
EFUEL LLC	-	-	78,154.27	$ 78,154.27
EJS CONSTRUCTION	-	-	142,254.81	$ 142,254.81
ELECTIONS DIVISION	23,824.26	-	12,943.26	$ 36,767.52
EMPLOYMENT DEVELOPMENT DEPT	36,988.34	1,420.47	735.91	$ 39,144.72
ENCOMPASS CONSULTANT GROUP	74,562.75	17,687.50	110,489.88	$ 202,740.13
ENGEO INCORPORATED	22,842.30	14,145.45	28,163.25	$ 65,151.00
ENVIRONMENTAL HEALTH DIVISION	20,219.33	20,712.12	29,705.92	$ 70,637.37
ENVISION VTA FD AUTO LLC	-	-	38,264.52	$ 38,264.52
EVOQUA WATER TECHNOLOGIES, LLC	53,286.84	-	-	$ 53,286.84
F M PEARCE Company	6,139.55	9,823.71	13,091.94	$ 29,055.20
FAMCON PIPE & SUPPLY, INC.	65,583.87	62,143.70	80,374.24	$ 208,101.81
FARMERS IRRIGATION	35,620.54	36,530.04	34,986.72	$ 107,137.30
FARO TECHNOLOGIES, INC.	-	-	59,563.77	$ 59,563.77
FGL ENVIRONMENTAL, INC	90,569.00	87,914.00	73,512.50	$ 251,995.50
FLOORING 101	562.76	-	32,720.23	$ 33,282.99
FOLSOM LAKE FORD	74,676.45	-	-	$ 74,676.45
FOOD SHARE, INC	-	-	25,000.00	$ 25,000.00
FOOTHILL COMMUNICATIONS	30,851.23	6,907.99	-	$ 37,759.22
FOOTHILL ELECTRIC COMPANY	45,253.84	14,170.10	2,882.87	$ 62,306.81
FORD CREDIT MUNICIPAL FINANCE	-	-	33,147.57	$ 33,147.57
FOUR STAR INVESTIGATIONS, LLC	-	8,374.51	18,491.15	$ 26,865.66
FRANK'S PAINT & HARDWARE	23,017.26	24,206.38	23,791.39	$ 71,015.03
FRONTIER COMMUNICATIONS	29,517.40	27,625.72	28,654.57	$ 85,797.69
FRUIT GROWERS SUPPLY CO	8,334.72	13,732.50	10,080.01	$ 32,147.23
GANDARA, KATHY M.	-	12,602.60	22,498.29	$ 35,100.89
GAS COMPANY, THE	11,522.28	14,498.57	19,269.69	$ 45,290.54
GOODSUITE	20,668.05	22,143.47	19,038.79	$ 61,850.31
GOVERNMENTJOBS.COM, INC.	5,748.96	17,196.86	5,289.90	$ 28,235.72
GRAINGER	4,158.43	8,198.63	19,407.78	$ 31,764.84
GRANICUS, INC.	28,079.16	22,036.00	23,578.52	$ 73,693.68
GSI WATER SOLUTIONS, INC.	152,319.44	150,258.29	180,458.09	$ 483,035.82
HARRINGTON INDUSTRIAL PLASTICS	13,890.51	41,318.66	54,725.66	$ 109,934.83
HASA, INC.	32,206.32	35,289.87	40,201.63	$ 107,697.82
HDL COREN & CONE	8,100.00	14,040.00	12,150.00	$ 34,290.00
HINDERLITER DE LLAMAS & ASSOCIATES	6,647.79	21,346.26	8,436.62	$ 36,430.67
HOMB, KARL D	10,500.00	11,595.00	12,792.50	$ 34,887.50
HOUSE SANITARY SUPPLY	26,856.22	21,408.64	36,762.43	$ 85,027.29
HOUSING TRUST FUND VENTURA COUNTY	250,000.00	-	-	$ 250,000.00
HUBER TECHNOLOGY	231,682.45	200,395.15	8,559.05	$ 440,636.65

Historical Vendor Data

The following table includes total vendor payments by year for FY2021 through FY2023 (through 6/3/2023) for any vendor with payments totaling more than $25,000 in any given fiscal year

Vendor Name	FY 2020/21	FY 2021/22	FY 2022/23		Total
HUITT-ZOLLARS, INC.	5,937.38	5,172.50	116,426.40	$	127,536.28
ICMA RETIREMENT TRUST-457	165,612.33	294,998.33	245,331.94	$	705,942.60
ICMA RETIREMENT TRUST-457 (PT)	19,328.38	23,827.62	33,737.12	$	76,893.12
INDEPENDENT ORDER OF ODD FELLOWS	31,012.25	31,770.48	31,942.56	$	94,725.29
INFRASCALE INC.	18,076.80	16,570.40	18,668.44	$	53,315.64
INTERNAL REVENUE SERVICE	1,343,680.10	1,310,660.66	1,238,795.46	$	3,893,136.22
INTERNATIONAL ENVIRONMENTAL CORPORAT	16,835.00	162,850.00	397,944.00	$	577,629.00
INTERWEST CONSULTING GROUP	14,420.50	90,262.57	34,471.74	$	139,154.81
ISSQUARED, INC.	15,330.39	-	16,989.07	$	32,319.46
J & H ENGINEERING GENERAL CONTRACTOR, I	1,250,636.57	1,700,372.23	1,983,082.40	$	4,934,091.20
JHD PLANNING LLC	-	44,490.00	17,600.00	$	62,090.00
JORDANO'S INC. AND SUBSIDIARIES	9,447.12	7,894.37	9,455.03	$	26,796.52
JTEC CORPORATION	-	123,900.00	-	$	123,900.00
KOCH SEPARATION SOLUTIONS, INC.	682,050.00	682,050.00	-	$	1,364,100.00
KOSMONT COMPANIES	21,916.50	17,323.80	17,950.40	$	57,190.70
LARRY WALKER ASSOCIATES, INC.	31,075.50	20,528.00	27,883.75	$	79,487.25
LEAGUE OF CALIFORNIA CITIES	13,349.00	13,743.00	14,749.00	$	41,841.00
LEO'S A-C, INC.	75,430.66	-	-	$	75,430.66
LIBERTY PARK WATER CO.	146,000.00	73,000.00	73,000.00	$	292,000.00
LIEBERT CASSIDY WHITMORE	15,197.95	40,699.00	79,667.94	$	135,564.89
LIMONEIRA LEWIS COMMUNITIES BUILDERS	-	-	3,014,528.47	$	3,014,528.47
LOCAL AGENCY WORKERS' COMPENSATION E	47,281.00	-	-	$	47,281.00
LOWE'S	12,287.84	17,573.16	32,870.28	$	62,731.28
LUCHA	-	-	35,000.00	$	35,000.00
M & B SERVICES, INC.	16,202.47	25,451.38	6,257.63	$	47,911.48
M6 CONSULTING, INC.	116,699.25	604,899.34	739,262.58	$	1,460,861.17
MAINTSTAR, INC.	-	60,000.00	37,500.00	$	97,500.00
MARIPOSA LANDSCAPES, INC.	58,927.17	54,918.92	63,085.67	$	176,931.76
Mark43, Inc.	-	-	92,873.00	$	92,873.00
MASS MUTUAL	15,600.00	16,100.00	12,600.00	$	44,300.00
MATA, IVAN	20,540.00	79,195.00	78,740.00	$	178,475.00
MERCHANT MCINTYRE & ASSOCIATES, LLC	-	18,000.00	66,000.00	$	84,000.00
MERIDIAN RAPID DEFENSE GROUP, LLC	-	159,784.86	223.51	$	160,008.37
METRO BUILDERS & ENGINEERS GROUP, LTD.	250,732.55	867,166.96	321,651.48	$	1,439,550.99
MICHAEL BAKER INTERNATIONAL	207,359.25	97,056.50	83,324.50	$	387,740.25
MINER'S ACE HARDWARE	20,940.45	25,765.05	27,699.24	$	74,404.74
MKN ASSOCIATES INC	999,078.38	551,926.83	253,011.72	$	1,804,016.93
MNS ENGINEERS, INC.	235,986.60	108,023.28	23,493.49	$	367,503.37
MOHAWK LIFTS LLC	-	46,558.13	-	$	46,558.13
MP ENVIRONMENTAL SERVICES, INC.	233,878.94	-	-	$	233,878.94
MULHOLLAND CONSULTING GROUP, LLC	7,640.00	11,450.00	11,000.00	$	30,090.00
MUNIQUIP, LLC.	95,717.17	-	-	$	95,717.17
NATIONAL AUTO FLEET GROUP	-	-	224,315.94	$	224,315.94
NATIONAL LEAD FOR AMERICA, INC.	-	20,000.00	20,000.00	$	40,000.00
NATURAL GREEN LANDSCAPE, INC.	-	-	102,958.00	$	102,958.00
NEW IMAGE AUTO BODY	43,657.38	21,999.81	23,485.04	$	89,142.23
NEWEGG BUSINESS INC.	27,156.05	5,391.45	-	$	32,547.50
NORTHERN DIGITAL, INC.	383,123.37	11,252.50	7,572.50	$	401,948.37

Historical Vendor Data

The following table includes total vendor payments by year for FY2021 through FY2023 (through 6/3/2023) for any vendor with payments totaling more than $25,000 in any given fiscal year

Vendor Name	FY 2020/21	FY 2021/22	FY 2022/23	Total
NORTHSTAR CHEMICAL	37,769.21	8,839.60	29,093.73	$ 75,702.54
OAKS SECURITY, INC.	-	28,705.00	4,315.00	$ 33,020.00
O'REILLY AUTOMOTIVE STORES, INC.	12,779.42	16,382.40	23,581.43	$ 52,743.25
ORNELAS, GABRIELA	27,300.00	840.00	-	$ 28,140.00
OVIVO USA, LLC	38,840.10	73,078.49	-	$ 111,918.59
PARKHOUSE TIRE SERVICES, INC.	25,965.82	41,054.13	36,149.33	$ 103,169.28
PASSPORT LABS, INC.	15,278.96	19,737.07	13,193.16	$ 48,209.19
PAVEMENT COATING CO.	453,805.61	19,027.97	5,190.52	$ 478,024.10
PAYMENTUS GROUP, INC.	99,468.90	102,561.65	111,766.95	$ 313,797.50
PHOENIX CIVIL ENGINEERING, INC.	325,036.25	168,459.14	454,063.72	$ 947,559.11
POLYDYNE, INC.	108,543.15	164,202.99	153,071.82	$ 425,817.96
PUBLIC WORKS AGENCY	33,981.32	13,895.04	9,296.13	$ 57,172.49
PUBLIC WORKS CONSULTING ENGINEERS, INC	30,851.06	2,158.96	-	$ 33,010.02
QUADIENT FINANCE USA, INC.	9,110.18	12,104.08	14,758.65	$ 35,972.91
QUINN COMPANY	336,131.54	216.78	303,980.77	$ 640,329.09
R.W. TOEDTER, LLC	399,092.50	-	-	$ 399,092.50
RAIN FOR RENT	99,376.54	-	-	$ 99,376.54
RAMIREZ, JOSHUA	2,015.00	9,755.55	14,664.00	$ 26,434.55
RAMOS LINARES, WILFREDO	88,615.00	83,601.25	24,140.00	$ 196,356.25
RELIANCE STANDARD LIFE INSURANCE	103,063.98	117,656.77	128,554.84	$ 349,275.59
RINCON CONSULTANTS, INC	123,466.24	36,954.79	3,984.75	$ 164,405.78
ROBERT HALF	-	20,246.77	24,355.83	$ 44,602.60
ROBERT WILLIAM COMPANY, LLC	92,718.63	17,211.25	60,317.73	$ 170,247.61
ROGERS, ANDERSON, MALODY & SCOTT, LLP	-	42,050.00	26,530.00	$ 68,580.00
SAFARILAND, LLC	-	21,653.78	6,759.13	$ 28,412.91
SAM HILL & SONS, INC	12,496.11	95,649.25	41,224.36	$ 149,369.72
SAN DIEGO POLICE EQUIPMENT CO	26,612.19	-	-	$ 26,612.19
SANTA CLARA VALLEY, THE HOSPICE HOME SU	-	-	42,500.00	$ 42,500.00
SANTA PAULA ANIMAL RESCUE CENTER (SPAR	150,000.00	150,000.00	170,000.00	$ 470,000.00
SANTA PAULA CHAMBER OF COMMERCE	89,456.03	71,775.00	7,939.30	$ 169,170.33
SANTA PAULA POLICE OFFICERS ASSOCIATION	46,450.00	52,540.00	52,140.00	$ 151,130.00
SANTA PAULA SELF STORAGE	14,295.00	22,036.00	22,908.00	$ 59,239.00
SANTA PAULA TIMES	16,321.96	18,435.31	10,704.30	$ 45,461.57
SAWYER PETROLEUM	34,001.80	-	304.46	$ 34,306.26
SEIU LOCAL 721	14,380.35	15,519.72	13,390.90	$ 43,290.97
SIEMENS MOBILITY	50,281.11	60,810.45	2,133.66	$ 113,225.22
SITEONE LANDSCAPE SUPPLY, LLC	7,764.91	12,814.09	5,584.55	$ 26,163.55
SOFT CHOICE CORPORATION	25,991.86	25,991.86	25,991.86	$ 77,975.58
SOLID WASTE SOLUTIONS	36,021.00	37,803.50	45,105.25	$ 118,929.75
SOUTH COAST IRON	59,858.76	-	-	$ 59,858.76
SOUTHERN CALIFORNIA EDISON	1,318,309.54	1,473,185.80	1,457,959.56	$ 4,249,454.90
SPIRIT OF SANTA PAULA	-	-	57,310.52	$ 57,310.52
STAPLES, INC.	17,940.06	14,707.71	15,113.40	$ 47,761.17
STATE OF CALIFORNIA - EDD EMPLOYMENT DI	417,062.03	407,263.56	379,178.74	$ 1,203,504.33
STATE OF CALIFORNIA EDD - SDI	22,915.60	35,516.57	31,290.81	$ 89,722.98
STATE WATER RESOURCE CONTROL BOARD	81,639.60	113,598.80	639,989.79	$ 835,228.19
SUEZ TREATMENT SOLUTIONS, INC.	57,433.17	23,238.83	-	$ 80,672.00
SUNNY COMMUNICATIONS, INC.	43,553.04	41,822.39	6,003.93	$ 91,379.36

Historical Vendor Data

The following table includes total vendor payments by year for FY2021 through FY2023 (through 6/3/2023) for any vendor with payments totaling more than $25,000 in any given fiscal year

Vendor Name	FY 2020/21	FY 2021/22	FY 2022/23		Total
SUPER SEAL & STRIPE	134,265.50	1,500.00	-	$	135,765.50
SYNAGRO-WWT, INC.	201,986.74	165,576.45	233,583.88	$	601,147.07
THE COUNSELING TEAM INTERNATIONAL	300.00	19,575.00	25,697.00	$	45,572.00
TIERZERO	20,900.72	17,806.91	3,345.05	$	42,052.68
TORO ENTERPRISES, INC.	2,396,037.07	59,731.04	5,010,275.56	$	7,466,043.67
TRACNET CORP	23,083.36	23,775.86	26,034.56	$	72,893.78
TRAFFIC MANAGEMENT, INC.	116,082.32	20,310.01	4,214.67	$	140,607.00
TRAFFIC TECHNOLOGIES	6,859.93	14,548.12	15,219.59	$	36,627.64
TRAVIS AGRICULTURAL CONSTRUCTION INC	36,654.66	46,131.12	37,956.91	$	120,742.69
TRIPEPI, SMITH AND ASSOCIATES, INC.	63,816.00	50,338.75	89,664.25	$	203,819.00
TYLER TECHNOLOGIES, INC	58,244.99	56,732.28	62,255.99	$	177,233.26
U S BANK TRUST NATIONAL ASSOC	323,387.78	319,539.49	305,896.33	$	948,823.60
UNITED WATER CONSERVATION DISTRICT	745,021.89	869,684.47	850,578.21	$	2,465,284.57
USA BLUE BOOK	7,711.55	20,780.31	21,855.02	$	50,346.88
VAN LANT & FANKHANEL, LLP	36,700.00	22,700.00	-	$	59,400.00
VENTURA , COUNTY OF	121,752.00	129,945.00	47,790.00	$	299,487.00
VENTURA CO. AIR POLLUTION CONTROL DISTI	73,441.38	152,002.15	2,326.83	$	227,770.36
VENTURA COUNTY AUTO SUPPLY, INC.	14,131.06	13,323.27	14,356.08	$	41,810.41
VENTURA COUNTY SHERIFF'S OFFICE	14,811.88	18,741.61	17,628.18	$	51,181.67
VENTURA, COUNTY OF	154,073.66	213,447.00	60,725.75	$	428,246.41
VEOLIA WATER TECHNOLOGIES TREATMENT S	898,446.24	13,418.99	35,167.39	$	947,032.62
VERIZON WIRELESS	44,948.86	41,977.35	35,435.53	$	122,361.74
VISTA FORD	719.62	30,607.48	78,758.27	$	110,085.37
VRSD	433,731.67	1,384,501.08	1,641,743.51	$	3,459,976.26
WAGE WORKS, INC.	30,792.15	26,664.72	26,261.46	$	83,718.33
WBCP, INC.	7,037.50	26,464.24	3,944.01	$	37,445.75
WEST COAST AIR CONDITIONING	-	-	26,825.00	$	26,825.00
WEST COAST ARBORISTS, INC	69,383.75	3,103.95	2,900.00	$	75,387.70
WILLDAN ENGINEERING	73,500.45	775,776.39	489,716.55	$	1,338,993.39
XYLEM WATER SOLUTIONS USA, INC.	66,552.40	-	-	$	66,552.40
YJ LEE INC	-	1,114.75	50,997.78	$	52,112.53
YOUNG, DUNCAN	3,827.91	11,517.84	15,043.60	$	30,389.35
YUNEX LLC	-	-	29,389.53	$	29,389.53
ZAMBELLI FIREWORKS	20,000.00	12,500.00	26,500.00	$	59,000.00

NO.	NAME
100	GENERAL
101	GENERAL RESERVE
103	CABLE TELEVISION
104	GENERAL FUND-MEASURE T
115	GENERAL RECREATION PRO
201	MOBILE HOME RENT REVIEW
203	ASSET FORFEITURE
204	CA OIL MUSEUM
205	NPDES STORMWATER QUALITY
206	STORMWATER PROGRAM
218	WATER DISTRIBUTION FAC
219	INCLUSIONARY HOUSING ORD
220	LIBRARY EXPANSION FAC
221	LAW ENFORCEMENT FACILITY
222	FIRE PROTECTION FACILITY
223	PUBLIC MEETING FACILITIES
224	AIR QUALITY IMPACT FEE
225	GENERAL GOVT FACILITIES
226	PARKLAND FACILITIES
227	SEWER COLLECTION FAC
228	STORM DRAIN
229	TRAFFIC IMPACT FEE
280	STATE GAS TAX
281	LOCAL TRANSPORTATION TDA
282	LOCAL TRANS TDA ART 3
283	ROAD MAINT & REHAB SB1
305	BEV CONTAINER RECYCLING
307	DEPT OF PARKS & REC
311	SLESF- COPS (AB1913)
312	CA USED OIL BLOCK GRANT
313	ST HOMELAND SECURITY GRT
320	CALHOME GRANT-DEPT OF HCD
401	FEDERAL STP
403	BJA VEST GRANT
405	AAA (AREA AGCY ON AGING)
407	FIRE GRANTS (FEDERAL)
409	TEA TRANS ENHANCEMENT ACT
450	HUD- CDBG
500	HILLSBOROUGH OPEN SPACE
503	GHAD-GEO HAZ ABATE DIST
504	HARVEST CFD EA1
505	PROPERTY BUSINESS IMPROVEMENT DISTRICT

NO.	NAME
600	REFUSE RESERVE
610	SEWER
620	WATER
621	WATER IN-LIEU
702	EQUIPMENT MAINTENANCE
800	MISC DEPOSITS
801	COMMUNITY CENTER ENDOW
802	MUSEUM ENDOWMENT
803	HARDING PARK TRUST
804	DLA FOR FORMER RDA

No.	Description
	CITY MANAGER
0501	CITY COUNCIL
0502	CITY CLERK
0504	CITY ATTORNEY
0509	MOBILE HOME REVIEW
0511	CITY MANAGER
0512	PERS & EMPL REL
0513	RISK MANAGEMENT
0514	INFORMATION AND TECHNOLOGY
	COMM & ECON DEV - BUILDING AND SAFETY
1001	BUILDING
1002	HOUSING CODE ENFORC
	PARKS AND RECREATION
1501	COMMUNITY CENTER
1502	RECREATION PROGRAM
1504	CA OIL MUSEUM
1505	CABLE TELEVISION
1531	BUILDING MAINT
1532	GROUNDS MAINT
	FINANCE
2001	CITY TREASURER
2002	FINANCE-ADMINISTRATION
2003	CUSTOMER BILLING
2004	PURCHASING
2005	UB CUSTOMER BILLING
	FIRE
2501	FIRE-ADMINISTRATION
2504	OPERATIONS
	COMM & ECO DEV - PLANNING
3001	PLANNING
4501	POLICE-ADMINISTRATION
4502	PATROL
4503	INVESTIGATIONS
4504	DISPATCH
4505	RECORDS
4506	CUSTODY
4507	ANIMAL REGULATIONS
4508	SCHOOL RESOURCE OFFICERS

No.	Description
	POLICE (cont.)
4509	GRAFFITI REMOVAL
4510	DEVELOPER
4521	LAS PIEDRAS
	PUBLIC WORKS
5011	P.W.-GENERAL ADMIN & ENG
5021	STREETS ADMIN & ENGIN
5022	STREET MAINTENANCE
5023	P.W.-PARKING LOTS & EVENTS
5024	HILLSBOROUGH OPEN SPACE MAINTENANCE
5025	LTF TRANSFERS
5026	STORMWATER PROGRAM
5027	NPDES
5028	P.W.-FLOOD CONTROL MAINT
5029	GHAD-GEO HAZ ABATEMENT DIST
5041	EQUIPMENT MAINT
5051	REFUSE ENGINEERING
5052	REFUSE OPERATIONS
5055	REFUSE DEBT & TRANSFERS
5061	WASTEWATER ENGINEERING
5063	WASTEWATER OPERATIONS
5065	WASTEWATER DEBT & TRANS
5071	WATER ENGINEERING
5072	WATER MAINTENANCE
5073	WATER OPERATIONS
5075	WATER DEBT & TRANSFERS
	OTHER
5501	DLA
6001	6001
6002	HARVEST CFD EA1
	NON-DEPARTMENTAL
7501	NON-DEPARTMENTAL ADMIN

No.	Description
0010	PROPERTY TAXES-LIENS
0020	PROPERTY TAXES-UNSECURED
0030	PROP TAXES-SECURED DELINQUEN
0045	PROPERTY TX IN LIEU-SALES TX
0046	PROPERTY TX IN LIEU OF MVLF
0055	INTEREST & PENALTIES-TAXES
0060	NPDES STORMWATER ASSESSMENT
0065	HILLSBOROUGH OPEN SPACE MAINT
0066	GHAD-GEO HAZ ABATEMENT DIST
0067	HARVEST COMM FAC DIST EA1
0070	TAX INCREMENT REVENUES-RDA
0150	SALES TAX
0151	MEASURE T 1% SALES TAX
0200	TRANSIENT OCCUPANCY TAX
0201	CABLE SUBSCRIBER FEE
0230	SB 821-TDA ARTICLE 8A
0231	LTF-ARTICLE 3
0500	FRANCHISE FEE TAX
0550	COMMERCIAL REFUSE HAULERS
0551	STORMWATER FEE
0600	BUSINESS LICENSE FEE
0650	REAL PROP DEED TRANSFER TAX
0750	PARK & RECREATION FAC. TAX
0751	FIRE FACILITIES IMPACT FEES
0752	GENERAL FACILITIES IMPACT
0753	PUBLIC FACILITIES IMPACT FEE
0754	PARK IMPACT FEE
0755	LAW ENFORCEMENT FAC FEES
0756	LIBRARY EXPANSION FACILITIES
0757	LIBRARY EXPANSION FACILITIES
0758	AIR QUALITY IMPACT FEE
0759	TRAFFIC MITIGATION FEE
0760	INCLUSIONARY HSING ORD IMP
0761	SEWER COLLECTION FAC FEES
0762	STORM DRAIN FACILITIES FEES
0763	WATER DISTRIBUTION FAC FEES
1100	ANIMAL LICENSE FEES
1130	BINGO PERMITS
1150	BUILDING PERMITS
1151	MISCELLANEOUS PERMITS
1160	ELECTRICAL PERMITS
1170	PLUMBING PERMITS
1180	MECHANICAL PERMITS
1190	DESIGN REVIEW
1200	STORMWATER DRAINAGE PERMITS
1201	PERMIT ISSUANCE, INSPECT/MAP
1202	OVERSIZE/OVERWEIGHT PERMITS

No.	Description
1210	HAZMAT PERMITS/CUPA
1215	FIRE ANNUAL PERMITS
1216	FIRE NEW CONSTRUCTION
1220	MISC CONSTRUCTION PERMITS
1230	GRADING PERMITS
1240	ENERGY PERMITS
1260	SPECIAL EVENT PERMITS
1290	OTHER LICENSE AND PERMITS
2010	CRIMINAL FINES
2020	VEHICLE CODE FINES
2025	ADMIN CITATION FINES
2030	LIEN ADMINISTRATIVE FEE
2050	FINES & FORFEITURES
3010	COMM CTR ENDOWMENT INT/DIV
3011	MUSEUM ENDOWMENT INTEREST
3030	RENTS AND CONCESSIONS
3031	RENTS FROM RAILROAD DEPOT
3032	SOUTHDOWN ROYALTY
3035	BUS SHELTER RENTALS
3036	SPECIAL EVENT
3037	SPEC EVENTS-CITRUS FESTIVAL
3038	PARK RESERVATION FEES
3050	RECREATION ADMIN FEE
3051	INVEST PORTFOLIO MGMT FEE
3060	REHAB LOAN REPAYMENTS
3061	REVOLVING LOAN REPAYMENTS
3062	INTERFUND LOAN REPAYMENTS
3070	CAPITAL PROJECTS DRAWDOWN
3071	CAPITAL LEASE PROCEEDS
4010	MOTOR VEHICLE IN-LIEU
4011	OFF HWY VEHICLE IN-LIEU
4013	VEHICLE LIC FEE COLL IN EXCESX
4015	PROPERTY TAX PMT IN LIEU
4020	GAS TAX 2105
4021	GAS TAX 2106
4022	GAS TAX 2107
4023	GAS TAX 2107.5
4024	TRAFFIC CONGESTION RELIEF
4025	HUT 2103 - HUTA
4026	GAS TAX - ROAD REHAB (SB1)
4030	FEDERAL STP
4033	ST HOMELAND SEC GRANT PROGRAM
4040	POST REIMBURSEMENT
4041	STATE MANDATED COSTS
4042	BUS STATION
4043	CENTRAL BICYCLE TRAIL
4044	STATE REIMB-STREET SWEEPING

No.	Description
4045	STATE REIMB-FIRE MUTUAL AIDE
4046	PROP 172-1/2 CENT SALES TAX
4047	SAFE ROUTES TO SCHOOLS GRANT
4049	DEPT OF CONSERVATION-RECYCLE
4050	HOMEOWNERS PROP TAX RELIEF
4051	CALIF LAW ENF EQUIP (CLEEP)
4054	GREEN STREET PASEO
4202	HARDING PARK IMPROVEMENTS
4242	CA USED OIL RECYCLING GRANT
4244	SLESF-COPS GRANT
4247	STATE PARK BOND
4250	CDBG GRANT REVENUE
4261	DOJ-BJA LOCAL LAW ENTITLEMENT
4262	TRANS ENHANCE ACTIVITIES-TEA
4263	AAA GRANT
4271	SAFER GRANT
4272	TDA GRANT FUNDS
4276	WEED & SEED-DOJ GRANT
4277	GRANT FUNDING
4278	PROPOSITION IB
4279	MISC GRANT FUNDING
4280	COMM SVCS BLOCK GRANT(CSBG)
4281	AAA-MEALS ON WHEELS
4550	REIMB FROM RDA/MUSEUM LEASE
5010	GENERAL PLAN FEE
5011	ZONING & SUBDIVISION FEES
5012	ENVIRONMENTAL REVIEW FEE
5013	PLANNING FEES
5020	SALES OF REPORTS, MAPS & PUB
5026	GREEN BUILDING STANDARD
5027	ATTORNEY CHG REIMB (FUND 800)
5028	DEVELOPER SVC REIMB (FUND 800)
5029	PROGRAM FEES
5030	PLAN CHECK FEES
5031	FAST TRACK PLAN CHECK
5032	INSPECTION FEES
5033	FLOOD PERMIT FEE
5034	ENGINEERING FEES
5035	PLAN FILING FEE
5036	APPLICATION PROCESSING FEE
5038	MAIN STREET BANNER REQUESTS
5040	ANIMAL CONTROL FEES
5042	GRADING PLAN CHECK
5043	ON SITE IMPROVEMENT PLAN CK
5045	INVESTIGATION/PROCESSING FEE
5046	FINGERPRINTS
5047	VEHICLE RELEASE/STORAGE CHG

No.	Description
5048	SCHOOL RESOURCE OFFICER REIMB
5049	MISCELLANEOUS POLICE SERVICE
5050	WEED ABATEMENT FEES
5051	FIRE SAFETY INSPECTIONS
5052	FIRE SPECIAL SERVICES
5053	ON SITE IMPROVEMENT FEE
5054	ACCESSIBILITY REVIEW
5055	TECHNOLOGY FEE
5056	POLICE ALARM CHARGES
5057	2% DEVELOPER IMPACT ADMIN FEE
5060	FILMING FEES-RECREATION
5061	FILMING FEES-PERSONNEL REIMB
5062	FACILITIES CLEANUP
5063	MISC-DEPARTMENT REIMB
5065	CABLE TV ANNOUNCEMENTS
5066	EQUIP MAINT CHGS-GENERAL FUND
5067	EQUIP MAINT CHGS-GAS TAX
5068	EQUIP MAINT CHGS-REFUSE FUND
5069	EQUIP MAINT CHGS-WATER FUND
5070	MOBILE HOME RENT APPLICATION
5071	LANDSCAPE MAINT-LTF
5072	CPR TRAINING COST REIMB
5079	BUSINESS TAX PROCESSING FEE
5080	INSURANCE ADMINISTRATIVE FEE
5081	RETURNED CHECK CHARGE
5082	EMPLOYEE GARNISHMENT CHARGES
5085	REIMBURSEMENT FOR DAMAGES
5086	LEGAL SETTLEMENT REVENUE
5087	DISASTER RECOVERY
5099	SUSPENSE-REVENUE
5110	REFUSE SERVICE CHARGES
5111	REFUSE SPECIAL SERVICES
5210	SEWER SERVICE CHARGES
5211	SEWER REVENUE REBATE
5220	SEWER CONNECTION FEE
5300	WATER CHARGES
5310	WATER SERVICE CHARGES
5320	DISCONTINUANCE FEE
5321	UTILITY APPLICATION FEE
5322	WATER IN-LIEU FEE
5323	WATER CAPITAL FACILITY CHARGE
5325	WATER/METER/HYDRANT INSTALL
5401	YOUTH TEEN PROGRAMS
5410	ADULT SPORTS LEAGUES
5420	SPECIAL INTEREST CLASSES
5430	DANCE
5440	SENIOR PROGRAMS

No.	Description
5450	PARKS & FIELD USER FEES
5460	DONATIONS
5461	VENDING MACHINES
6001	DONATION OF CAPITAL ASSETS
6100	MISCELLANEOUS
6101	CASH OVER/SHORT
6102	PRIOR YEAR ADJ REVENUE
6105	WORKERS COMP REIMB-4850 PLAN
6106	WORKERS' COMP REIMB-MISC.
6110	ANNUAL FEE
6145	POLICE ADMIN FEE
6149	PASEO STORE MERCHANDISE
6150	MUSEUM STORE SALES
6151	MUSEUM TOUR FEES
6152	MUSEUM ADMISSION FEE
6153	CORPORATE MEMBERSHIPS
6154	GENERAL MEMBERSHIPS
6155	MUSEUM DONATIONS
6156	CONTRIBUTIONS/GIFTS
6157	CITY DONATIONS
6158	FUNDRAISERS
6202	BOND PREMIUM
6250	SALE OF RECYCLABLES
6300	SALE OF PROPERTY
6770	WRITE OFFS/UNCOLLECTIBLES
7100	TRANSFER FROM GENERAL FUND
7104	TRANSFER FROM MEASURE T
7112	TRANSFER FROM GF HUD I
7201	OVERHEAD FROM MOBILE HOME
7204	OVERHEAD FROM MUSEUM
7205	OVERHEAD FM NPDES STORMWATER
7206	OVERHEAD FM-STORMWATER QUAL
7222	OVERHEAD FM-FIRE DIF
7225	OVERHEAD FM-PUBLIC FACILITIES
7226	OVERHEAD FM-PARKLAND DIF
7227	TRANSFER FM SEWER COLLECTION
7229	OVERHEAD FM-TRAFFIC DIF
7280	OVERHEAD FROM GAS TAX FUND
7281	OVERHEAD FROM LTF
7303	PARK RESERVATION FEES
7550	OVERHEAD FROM RDA
7554	OVERHEAD FROM RDA BOND HOUSING
7555	OVERHEAD FROM RDA HOUSING
7600	OVERHEAD FROM REFUSE FUND
7610	OVERHEAD FROM SEWER FUND
7620	OVERHEAD FROM WATER FUND
7702	OVERHEAD FROM EQUIP MAINT

No.	Description
001	SALARIES-FULL TIME
002	SALARIES-PART TIME
003	SALARIES-OVERTIME
004	LEAVE CASH OUT
020	EMPLOYEE MOVING ALLOWANCE
021	CAR ALLOWANCE
022	UNIFORM ALLOWANCE
040	BENEFITS
041	CAFETERIA ALLOWANCE
042	RETIREMENT
043	WORKERS COMP
044	MEDICARE
045	UNEMPLOYMENT
046	LONG TERM DISABILITY
047	EDUCATIONAL REIMBURSEMENT
048	CLOTHING ALLOWANCE
049	CELL PHONE ALLOWANCE
050	EMPLOYEE ASSISTANCE PROGRAM
075	COUNCIL EXPENSE-CROSSWHITE
078	COUNCIL EXPENSE-SOBEL
080	COUNCIL EXPENSES-GARMAN
081	COUNCIL EXPENSES-ARAIZA
082	COUNCIL EXPENSES-JUAREZ
101	POSTAGE
103	DUES & SUBSCRIPTIONS
120	SUPPLIES-OFFICE
121	SUPPLIES-CLOTHING/UNIFORMS
122	SUPPLIES-MEDICAL
123	SUPPLIES-SHOP & FIELD
124	SUPPLIES-SAFETY
125	SUPPLIES-EMERGENCY PREP
126	SUPPLIES-COMPUTER
127	SUPPLIES-STORE
128	INVENTORY-STORE MERCHANDISE
129	SUPPLIES-OTHER
130	INVENTORY-PASEO STORE
131	SUPPLIES-CRIME SCENE
132	SUPPLIES-EVIDENCE ROOM
133	SUPPLIES-JAIL EQUIPMENT
134	SUPPLIES-KENNEL
135	K-9 EXPENDITURES
137	SUPPLIES-HAZARDOUS CLEANUP
150	RECOGNITIONS/AWARDS
156	SPECIAL EVENT
157	SPECIAL EVENTS-CITRUS FESTIVAL
158	EDUCATION SUPPLIES/SERVICES
171	MINOR EQUIPMENT-OFFICE

No.	Description
172	MINOR EQUIP-COMPUTER UPGRADE
173	MINOR EQUIPMENT-SHOP & FIELD
174	MINOR EQUIP-BICYCLE PATROL
175	MINOR EQUIPMENT-COMPUTER
179	MINOR EQUIPMENT-OTHER
181	RECREATION PROGRAMS
182	SENIOR ACTIVITIES
199	SUSPENSE-EXPENDITURE
201	PROF/CONTR SVCS-FINANCIAL
202	PROF/CONTR SVCS-LANDSCAPE
203	PROF/CONTR SVCS-LEGAL
204	PROF/CONTR SVCS-P.E.R.S.
205	PROF/CONTR SVCS-PERSONNEL
206	PROF/CONTR SVCS-P/T RETIREMENT
207	PROF/CONTR-COMPUTER/SOFTWARE
209	PROF/CONTR SVCS-OTHER
210	SVCS-FUND RAISING/GRANT WRITIN
211	MUSEUM ROTATING EXHIBITS
212	PROF/CONTR SVCS-TRAINING, ETC
213	PROF/CONTR SVCS-WEED ABATEMENT
214	PROF/CONTR SVCS-MEDICAL
215	PROF/CONTR SVCS-CODE CHECKS
216	PROF/CONTR SVCS-POLYGRAPH
217	PROF/CONTR SVCS-GEN INVEST
218	PROF/CONTR SVCS-PSYCHOLOGICAL
219	SVCS-VENTURA COUNTY FIRE
221	PROF/CONTR-KENNEL SERVICES
222	PROF/CONTR SVCS-SIGNAL MAINT
223	PROF/CONTR SVCS-TREE TRIMMING
224	PROF/CONTR SVCS-STRIPING MAINT
225	PROF/CONTR SVCS-SIGNS
226	PROF/CONTR SVCS-JANITORIAL
227	PROF/CONTR-TEMP PERSONNEL
228	SEWER TREATMENT-O & M CONTR
229	PROF SVCS-HERITAGE VALLEY
230	LEGAL ADVERTISING
231	MISC ADVERTISING/PROMO
232	DEVEL/ATTY REIMB (FUND 800)
233	PROF/CONTR SVCS-BACKFLOW
234	INVEST PORTFOLIO ADMIN FEE
240	DUPLICATION CHARGES-INTERNAL
241	PRINTING & BINDING-EXTERNAL
245	SVCS-UNIFORM CLEANING
246	SVCS-DRUG & ALCOHOL TESTING
250	PROF/CONTR SVCS-HAZMAT
251	SVCS-TOWING AND STORAGE
261	INSURANCE-PUBLIC LIABILITY

No.	Description
262	INSURANCE-VEHICLE
263	INSURANCE-BUILDING/PROPERTY
265	INSURANCE-MOBILE EQUIPMENT
280	UTILITY-ELECTRIC
281	UTILITY-GAS
282	UTILITY-TELEPHONE
283	UTILITY-OTHER
285	UTILITY-STREET LIGHTING
287	LANDFILL FEES
289	UTILITY-OTHER
290	SVCS-DESIGN/STUDY
291	SVCS -CONST ADMIN/INSPECTIONS
293	PERMITTING
295	PROJECT-MISC SVCS
300	MAINTENANCE & OPERATIONS
301	MAINT-BLDGS & IMPROVEMENTS
302	MAINT-COMPUTER EQUIP
303	MAINT-OFFICE EQUIPMENT
304	MAINT-VEHICLES, EQUIPMENT
305	MAINT-VEHICLE FUEL
306	MAINT-DEBRIS BASIN CLEANING
307	EQUIPMENT MAINTENANCE CHARGES
309	MAINT-MINOR EQUIPMENT
310	MAINTENANCE-T & D MAINS
311	MAINTENANCE-SERVICES
312	MAINTENANCE-HYDRANTS
313	MAINTENANCE-METERS
314	MAINTENANCE-SUPPLY FACILITY
315	MAINT-BOOSTER PUMPING FACILITY
316	MAINTENANCE-STORAGE FACILITY
317	WATER TREATMENT-CHEMICALS
318	WATER TREATMENT-COMPLIANCE
319	MAINT-WATER TREATMENT EQUIP
320	SAFETY PROGRAM
321	RESERVE OFFICER EXPENSES
322	CITIZEN PATROL EXPENSES
330	ELECTIONS
350	MUSEUM MEMBERSHIP EXPENSE
352	TRAINING/WORKSHOPS/MEETINGS
353	MILEAGE REIMBURSEMENT
354	PLANNING COMMISSION EXPENSES
355	CPR TRAINING COSTS
360	EDUCATIONAL REIMBURSEMENT
361	CASP COSTS (REIMBURSED)
370	LEASE/RENTAL
380	SETTLEMENT EXPENSES
401	GANG/GRAF ERADICATION-BJA

No.	Description
402	HIGH RISK ENTRY TEAM - BJA
403	CITIZEN PATROL - BJA
404	UNFUNDED POLICE EQUIP-BJA
501	ADMINISTRATIVE REIMB-CDBG
502	CONTRIBUTIONS-OTHER AGENCIES
503	INTEREST EXPENSE
504	RDA SERAF RETURN
505	COUNTY-PROPERTY TAX
506	2003 WATER ARBITRAGE REBATE
511	PRINCIPAL DUE BOND HOLDERS
512	INTEREST DUE BOND HOLDERS
513	DUE PARK WATER
514	ADV MAINLINE EXT CONTRACTS
515	PURCHASED WATER
516	WATER REPLENISHMENT CHARGE
517	ADVANCED PAYMENTS
518	NOTES DUE
519	INTEREST DUE ON NOTES
525	GENERAL PORTION OF ENDOW INT
540	HOUSING REHAB LOANS
545	BLDG FACADE IMPROVEMENTS
550	BOYS & GIRLS CLUB LAS PIEDRAS
551	CASP-FOOD PANTRY
552	INTERFACE-FAMILY SERVICES
553	NUTRITION
555	POSSIBILIDADES YOUTH CENTER
556	COMM HUMAN CONCERNS-GRANT/LOAN
559	COMM HUMAN CONCERNS - LEGAL
561	BLANCHARD LIBRARY ADA UPGRADE
563	BOYS & GIRLS CLUB IMPROV 05/06
564	EL CONCILIO DEL CONDADO DE VTA
565	CITY'S IMPACT POWER SOURCE
567	COALITION END FAMILY VIOLENCE
568	MICRO LOAN PROGRAM
569	BRAIN INJURY CENTER
570	TURNING POINT FOUNDATION
606	ACQUISITION-LAND IMPROVEMENT
610	EQUIPMENT-NEW
620	BUILDINGS-NEW
630	IMPROV-OTHER THAN BLDGS-NEW
650	BUILDINGS-REHAB
660	IMPROV OTHER THAN BLDGS-REHAB
673	PENSION EXP-GASB 75
674	PENSION EXP-GASB 68
675	DEPRECIATION EXPENSE
676	UNAMORTIZED CHARGE-BOND
677	WRITE OFFS/UNCOLLECTIBLES

No.	Description
678	PRIOR YEAR ADJ EXPENDITURES
679	LOSS ON SALE-CAPITAL ASSETS
700	TRANSFERS
701	TRANSFER TO GENERAL RESERVE
702	TRANSFER TO HARDING PARK
703	TRANSFER TO MOBILE HOME RENT
707	TRANSFER COSTS TO SEWER
720	CONTINGENCY
750	TRANSFER COSTS TO REFUSE
751	TRANSFER COSTS TO WW RECLAM
753	TRANSFER TO LTF/TDA
754	TRANSFER COSTS TO GAS TAX
755	OVERHEAD DUE GENERAL FUND
756	TRANSFER
762	TRANSFER TO SP HEALTHCARE AUTH

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, Interim City Attorney

Subject: THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

Date: June 21, 2023

Agenda Item: 12.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Third Amendment to the City Manager Employment Agreement with Dan Singer.
2. Direct the Interim City Attorney to prepare a side letter agreement, or similar mechanism, to apply a cost-of-living adjustment ("COLA") to Mr. Singer's base salary in parity with the COLA City grants to the Executive Management bargaining unit, if any.

Presented by: Monica Castillo, Interim City Attorney

BACKGROUND:

On December 4, 2019, the City entered into an employment agreement with Dan Singer for the provision of City Manager services (the "Original Agreement"). The Original Agreement was amended on November 4, 2020, to extend the term through June 30, 2024, and to synchronize future performance evaluations with the City's fiscal year (the "First Amendment").

On July 7, 2021, the City again amended the Original Agreement to increase Mr. Singer's salary by two steps, with the second step of $202,883.20 going into effect July 31, 2022 (the "Second Amendment") . The Original Agreement as amended by the First Amendment and Second Amendment are referred to hereafter as the "Agreement."

The City Council held closed sessions for Mr. Singer's annual performance evaluation in 2022. No direction was given to amend the Agreement at that time.

Section 17 of the Agreement requires the Council to, at minimum, review Mr. Singer's performance on or about July 1, 2020, and each year thereafter. As part of that evaluation, under Section 5.B., Council must also review Mr. Singer's base salary and consider whether it may be increased in its sole discretion.

Council held a closed session on April 5 to kick off Mr. Singer's performance evaluation, with subsequent closed sessions held May 10, May 31, and June 8. During the June 8 closed session, the City Council concluded Mr. Singer's annual review, unanimously expressing its desire to continue working with Mr. Singer.

ANALYSIS:

On June 8, 2023, City Council discussed in closed session Mr. Singer's performance over the prior year. After discussion concluded, the Council directed the Interim City Attorney to bring forward a Third Amendment to the Agreement (Attachment A) with the following changes:

1. Extend the employment term through June 30, 2027 (currently ending June 30, 2024).
2. Instead of a salary increase, increase the City's percentage contribution into Mr. Singer's 457 (retirement) plan from 3% to 4%.
3. Modify Mr. Singer's cafeteria benefits to match those awarded to the Executive Management bargaining unit for the next two fiscal years (FY 23/24 and 24/25), with benefits for Fiscal Year 25/26 to be determined at the time of the City Manager's 2026 annual review.
4. Incorporate the limitations to the City Manager's removal, codified in Santa Paula Municipal Code Section 3.10(E), prohibiting removal during or within a 120-day period following (i) a municipal general election when a new member of City Council is elected or (i) the appointment of a new member.

Council is currently in negotiations with the City's bargaining units. Those negotiations will determine employment terms that will apply for the next two fiscal years. During the June 8th closed session, Council directed the Interim City Attorney to prepare a side letter agreement that would adjust Mr. Singer's base salary according to the same cost-of-living adjustment ("COLA") for the next two fiscal years, if any, awarded to the Executive Management bargaining unit. This side letter agreement, or similar mechanism to effectuate the COLA, will be prepared after labor negotiations conclude.

It should be noted that a side letter agreement is utilized to amend a Memorandum of Understanding (MOU) previously entered into with a bargaining unit. The City Manager position is a unique position and is not part of the Executive Management bargaining unit; City Manager terms of employment are governed by a contract approved by City Council and independent of any agreement with the Executive Management group. Furthermore, the Executive Management group's terms of employment are dictated, in part, by a resolution adopted by Council after each cycle of labor negotiations.

Therefore, it is recommended that, instead of a side letter agreement, Council direct the Interim City Attorney to amend the Third Amendment to include language that would entitle the City Manager to the same COLA awarded to the Executive Management bargaining unit, if any, after negotiations have concluded. A proposed alternative Third Amendment with this language will be provided at the time of Council's consideration of this item.

STRATEGIC PLAN:

The City Manager annual review process and approval of the proposed Third Amendment to the City Manager Agreement promotes Goal G (Operational Excellence) of the 2021-2023 Strategic Plan: "Provide excellent service to the community in a cost-effective manner with an

engaged workforce with a focus on continuous improvement and outstanding customer service."

FISCAL IMPACTS:

Approval of the Third Amendment will increase City's percentage contribution into Mr. Singer's retirement plan to 4% and impact the City's budget. In addition, approval of the yet-to-be-determined cost-of-living adjustment will have a fiscal impact on the City's budget. The latter's specific impact will not be known until labor negotiations with the Executive Management bargaining unit concludes.

OPTIONS:

In addition to the recommended action, Council may:

1. Provide additional direction to staff relative to the Third Amendment, side letter agreement, or both; or
2. Take no action. Doing so, however, would allow Mr. Singer's employment agreement to expire June 30, 2024 and would require Council to act before that date to extend the agreement.

ATTACHMENTS:

ATTACHMENT A - Third Amendment to Singer Employment Agreement

THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT to the City Manager Employment Agreement ("Third Amendment") is made and entered June 21, 2023, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("City"), and DANIEL SINGER, an individual ("Employee").

SECTION 1: Recitals. This amendment to the agreement is made with reference to the following facts:

A. On December 4, 2019, the City and Employee entered into that certain City Manager Employment Agreement ("Original Agreement") providing for the performance of City Manager services to the City.

B. On November 4, 2020, the Original Agreement was amended to extend the term through June 30, 2024, and to synchronize Employee's annual performance evaluation to correspond to the City's fiscal year ("First Amendment").

C. On July 7, 2021, the City and Employee entered into that certain Second Amendment to the City Manager Employment Agreement ("Second Amendment") to increase the Employee's salary by two steps, with the second step of $202,883.20 going into effect July 31, 2022. The Original Agreement as amended by the First Amendment and Second Amendment is referred to hereafter as the "Agreement."

D. The parties now desire by this Third Amendment to amend the Agreement by extending its term to June 30, 2027, increasing City's percent contribution into Employee's 457 plan from 3% to 4%, modifying Employee's cafeteria benefits to be the same as those awarded to the Executive Management bargaining unit for the next two fiscal years, and incorporating limitations to the City Manager's removal codified in the Santa Paula Municipal Code § 31.10(E).

E. This Third Amendment is authorized pursuant to Section 21.F. of the Agreement.

SECTION 2: Amendment.

1. Section 2 of the Agreement, entitled "Term", is amended to read as follows:

"2. Term. This Agreement commences on December 9, 2019 and shall continue to June 30, 2027, unless terminated by either party as provided in Section 3 herein."

2. Section 7 of the Agreement, entitled "Deferred Compensation", is amended to read as follows:

"7. Deferred Compensation. Effective the first full pay period following July 1, 2023, Employee will be eligible to contribute to the 401(a) or 457 plans offered by the City. The City will contribute 4% of the Employee's base salary into Employee's 401(a) or 457 plan each year."

3. Subsection B, entitled "Medical Insurance", of Section 12 of the Agreement, is amended to read as follows:

"B. Medical Insurance. For the first year of employment, City will provide Employee $978.11 to be applied towards a cafeteria plan for purchase of medical, dental, and vision insurance at Employee's election. This sum will be increased annually by the amount of the increase in premium cost, if any, awarded to the Executive Management bargaining unit. Notwithstanding the foregoing, effective the first full period in December 2023, City will provide Employee $1350.00 towards a cafeteria plan, and effective the first full pay period in December 2024 that amount will increase to $1450.00. The Employee may exercise the rights in any cafeteria plan provisions set forth in an Executive Management bargaining unit agreement or a governing City Council resolution, as applicable, then in effect. For the year of employment coinciding with Fiscal Year 2026/2027, the amount of City's contribution to Employee's cafeteria plan will be determined at the time of Employee's annual evaluation in 2026."

4. A new Subsection F, entitled "Limitation on Removal", is added to Section 3 of the Agreement to read as follows:

"F. Limitation on Removal. Notwithstanding any contrary provision in this Agreement, Employee shall not be removed from office, other than for misconduct in office, during or within a period of 120 days next succeeding any general municipal election held in the city at which election a member of the City Council is elected or when a new Council member is appointed; the purpose of this provision is to allow any newly elected or appointed member of the City Council to observe the actions and ability of Employee in the performance of the powers and duties of his/her office. After the expiration of said 120 day period aforementioned, the provisions of this section as to the removal of Employee shall apply and be effective."

5. The effective date of this Third Amendment shall be July 1, 2023.

6. This Third Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together shall constitute one instrument executed on the same date.

7. Except as modified by this Third Amendment, all other terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Third Amendment on the day and year first hereinabove written.

CITY OF SANTA PAULA,
a general law city.

_____
Andy Sobel,
Mayor

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
Interim City Attorney

DANIEL SINGER,
an individual.

_____
Daniel Singer