

City of Santa Paula

City Council

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



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, MARCH 5, 2025

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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

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

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. CLOSED SESSION REPORT

6. PUBLIC COMMENT

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

7. PRESENTATIONS

7.A 2025 AMERICORPS WEEK PROCLAMATION

7.B 2024 EMPLOYEES OF THE YEAR RECOGNITION

7.C **POLICE DEPARTMENT REPORT**

RECOMMENDATION:

Receive and file Police Department Report

Prepared by: Don Aguilar, Police Chief

8. **CITY COUNCIL REPORTS**

9. **CITY MANAGER REPORTS**

10. **CONSENT CALENDAR**

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

10.A **PLANS AND SPECIFICATIONS AND PROFESSIONAL SERVICES AGREEMENT FOR THE CANYON BOOSTER PUMP STATION**
RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7560 approving the plans and specifications for the Canyon Booster Pump Station Project;
2. Authorize the City Manager to execute a Professional Services Agreement with Phoenix Civil Engineering, Inc. for project and construction management services for the project bid and construction period; and
3. Authorize Staff to advertise for Project bids.

10.B **PLANS AND SPECIFICATIONS AND PROFESSIONAL SERVICES AGREEMENT FOR WELL 12 REHABILITATION PROJECT**
RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7559 approving the plans and specifications for the Well 12 Rehabilitation Project;
2. Authorize the City Manager to execute a Professional Services Agreement with Phoenix Civil Engineering, Inc. for project and construction management services for the project bid and construction period; and
3. Authorize Staff to advertise for Project bids.

10.C **RESOLUTION NO. 7561 ESTABLISHING THE MEASURE R OVERSIGHT COMMITTEE & ADOPTING OPERATING GUIDELINES**
RECOMMENDATION:

It is recommended City Council:

1. Adopt Resolution No. 7561 to establish the Measure R Oversight Committee and adopt Operating Guidelines; and
2. Take such additional, related action that may be desirable.

Prepared by: Jonathan Royas, Deputy City Manager

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. 1342 AMENDING CHAPTER 16.79 "REGULATION OF CANNABIS ACTIVITIES" OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186
RECOMMENDATION:

Staff recommends that the City Council:

1. Re-open the public hearing.
2. Waive first reading, read by title only, and introduce Ordinance No. 1342, entitled "An Ordinance amending Chapter 16.79 'Regulation of Cannabis Activities' of the Santa Paula Municipal Code and other affected code sections to align with Senate Bill (SB) 1186, and finding that the Ordinance is not a "Project" or is otherwise exempt from CEQA."

Presented by: Tom Tarantino, Planning & Economic Development Manager

12. ACTION ITEMS

12.A LEGISLATIVE PLATFORM UPDATE
RECOMMENDATION:

Staff recommends City Council:

1. Review the proposed staff updates to the 2025-2027 Legislative Platform; and
2. Provide staff additional, related action that may be desirable.

Presented by: Jonathan Royas, Deputy City Manager

13. ITEMS FOR FUTURE AGENDAS

13.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

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, Police Chief

Subject: POLICE DEPARTMENT REPORT

Date: March 5, 2025

Agenda Item: 7.C

RECOMMENDATION:

Receive and file Police Department Report

Prepared by: Don Aguilar, Police Chief

BACKGROUND:

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

ANALYSIS:

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

- Year to date 2024 Part 1 Crimes / Traffic Citations/Arrests will be reviewed
- An update on sworn and civilian training over the reporting period will be given
- Provide Department project upgrades Status - Police Station Construction and City Hall Parking Lot Fence Construction
- Review the progress and staffing of the Department - Police Sergeant Recruitment in progress
- Announce the recent Department employee milestone accomplishments - Service Award / Employee of the Quarter / Employee of the Year
- Announce Explorer Post achievements in 2025 Chandler National Competition Award
- Report on Youth Community Engagement will be provided
- Review the progress of our emergency preparedness - Incident Command System (ICS) Training
- Provide update on the Ventura County Transportation Commission (VCTC) Grant purchased Crime Scene Investigation (CSI) vehicle
- Announce upcoming Police Department related events

STRATEGIC PLAN:

The quarterly report provides a metric for Strategic Plan Goal E., Objective #3. 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 3:

Work towards the execution and implementation of the Police Department Strategic Plan

FISCAL IMPACTS:

None

OPTIONS:

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: PLANS AND SPECIFICATIONS AND PROFESSIONAL SERVICES
AGREEMENT FOR THE CANYON BOOSTER PUMP STATION

Date: March 5, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7560 approving the plans and specifications for the Canyon Booster Pump Station Project;
2. Authorize the City Manager to execute a Professional Services Agreement with Phoenix Civil Engineering, Inc. for project and construction management services for the project bid and construction period; and
3. Authorize Staff to advertise for Project bids.

BACKGROUND:

The City's Canyon Booster Pump Station, located adjacent to State Route 150 north of Bridge Road, serves the highest elevation pressure zone of the City's water distribution system. The current pump station consists of a single booster pump that transfers domestic water from the City's 600 pressure zone to the 900 pressure zone served by the 0.5 MG Case Tank. The booster pump system is over 20 years old and does not possess any redundancy or backup power capability.

ANALYSIS:

The scope of the Canyon Booster Pump Station Project ("Project") generally includes the installation of two new vertical multi-stage pumps, suction/discharge piping and appurtenances, electrical improvements, SCADA equipment, site upgrades and an equipment enclosure. These improvements have been detailed in a comprehensive set of plans and specifications prepared by the design consultant Huitt-Zollars.

Project Status and Schedule

The Project is currently at 100% Plans, Specifications and Estimates (PS&E), with release for bid pending formalization of budgetary commitments according to Staff recommendations and City Council approval. Phoenix Civil Engineering, Inc. ("Phoenix") will provide project and construction management services for the project bid (Phase 2) and construction period

(Phase 3) at a not-to-exceed amount of \$118,755. Phoenix was selected from the City's on call consultant list, previously serving as the consultant project manager for the Canyon Booster Pump Station Project through the design phase, which is now complete. By nature of their experience with the project design and design team they are well qualified to serve as the project construction manager for the bidding and construction phases of the Canyon Booster Pump Station Project. Their proposed fee has been reviewed by staff based on the project's construction oversight needs and has been found to be reasonable based on the proposed staffing and estimated duration of the project. Once bids are received by Phoenix, Staff will review the results and select a recommended responsible bidder. The engineer's construction estimate is \$710,000 which includes a 20% contingency. Project management, inclusive of bid package preparation, as well as construction management, inspection and materials testing services are estimated at \$118,755 (Phase 2 & 3). The project is anticipated to require approximately 6 months to construct. The total estimated project cost is \$828,755. Upon adoption of Resolution No. 7560 approving the plans and specifications for the Project, Staff anticipates returning to Council in May to request the construction contract award.

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 Canyon Booster Pump Station Project will be funded as provided in FY 2024-2025 CIP Project 9234, which has an available budget of \$661,502, as well as CIP Project 9267. The estimated project cost is \$828,755, which will require additional budget to be transferred from other water production facilities projects (Well Rehabilitation). This budgetary summary is presented in Table 1 below.

Table 1: Funding Sources – Budgetary Summary

2024-2025 CIP Program	Account Number	Budget
CIP 9234 (620-5-9234)	620-5-9234-660	\$595,730
CIP 9267 (620-5-9267)	620-5-9267-660	\$167,253
CIP 9234 (620-5-9234)	620-5-9234-290	\$65,772
Total =		\$828,755

The Public Works Department is requesting budget transfer to be processed to move \$167,253 from account number 620-5-9267-660 to account number 620-5-9234-660.

OPTIONS:

In addition to the recommended action, the Council has available to it the following alternative options:

1. Do not approve the plans and specifications for the Canyon Booster Pump Station Project, which would delay the completion of the project; and/or

2. Do not authorize the City Manager to execute a Professional Services Agreement with Phoenix Civil Engineering, Inc. for project and construction management services, which would delay the bid period commencement.

ATTACHMENTS:

[Attachment_A_Reso_7560_Canyon_Booster_Pump_Station \(1\).docx](#)

[Exhibit A to Reso 7560 - CANYON BOOSTER PUMP STATION PLANS AND SPECS.pdf](#)

[Attachment B - PSA_Phoenix Civil Engineering for Canyon Booster Pump Station Improvements Project.pdf](#)

ATTACHMENT A

Resolution No. 7560

RESOLUTION NO. 7560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING THE PLANS AND SPECIFICATIONS FOR THE CANYON BOOSTER PUMP STATION PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6

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 Engineer reviewed the completed plans and specifications for the improvements to the Canyon Booster Pump Station ("Project"), and finds said plans and specifications complete, and the Project may be constructed;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans, specifications, and construction of the Project.

SECTION 2: The City Council approves the plans and specifications for the Project attached as Exhibit A.

SECTION 3: The plans and specifications for the Project are determined to be consistent with the City standards and are approved by the Public Works Department.

SECTION 4: The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

SECTION 5: The approval granted by this Resolution conforms to the City's General Plan and the City Standards.

SECTION 6: The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the plan approved by this Resolution.

SECTION 7: The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 8: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 9: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 5th day of March, 2025.

Pedro Chavez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

CERTIFICATION

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

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, DO HEREBY
CERTIFY that above RESOLUTION NO. 7560 was duly passed and adopted by the
City Council of the City of Santa Paula at a regular meeting thereof held on the 3rd day
of March, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the City this _____ day of March, 2025.

Julie Latshaw, City Clerk
Of the City of Santa Paula,
California
(SEAL)

EXHIBIT C

CANYON BOOSTER PUMP STATION

(Click on the underlined hyperlink to view the linked information)

<https://app.box.com/s/2gzxyl0ezj1ie89npxuv556vgu1tfujs>

EXHIBIT B

Professional Services Agreement Between The City Of Santa Paula and
Phoenix Civil Engineering, Inc.

**CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA
AND PHOENIX CIVIL ENGINEERING, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of March, 2025, 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 Phoenix Civil Engineering, Inc., a California Corporation, with its principal place of business at 535 East Main Street, Santa Paula, CA 93060 ("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 bid and construction phase 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 Canyon Booster Pump Station Improvements 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 accessibility 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 March 5, 2025 to December 31, 2025, 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Eighteen Seven Hundred Fifty Five and no cents (\$118,755.00) 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 "A" of this Agreement.

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" 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: Jon Turner PE.

3.3.5 City's Representative. The City hereby designates Bob Woodward, Interim City Engineer, 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 Jon Turner PE, 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 Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations: Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

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

and require the same of any subconsultants.

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: Phoenix Civil Engineering, Inc.
535 East Main Street
Santa Paula, CA 93060
ATTN: Jon Turner, P.E.

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Dale Goodman, 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
PHOENIX CIVIL ENGINEERING, 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

PHOENIX CIVIL ENGINEERING, INC.

Approved By:

By: _____

Dan Singer,
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Monica Castillo,
City Attorney

Its: _____

Printed Name: _____

Attested By:

Julie Latshaw,
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES & COMPENSATION



Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Robert Woodward, PE
Interim City Engineer
City of Santa Paula
866 E. Main St.
Santa Paula, CA 93061

February 11, 2024

City of Santa Paula – Proposal for Canyon Booster Pump Station Improvements Project

Dear Bob-

I am pleased to provide you with this proposal for bid and construction phase services for the City of Santa Paula Canyon Booster Pump Station (BPS) Improvements Project. This project consists of the installation of connections for a trailer mounted standby generator, modifications to the booster pump station pump and piping, addition of a second pump for redundancy, minor electrical modifications to the site, installation of a retaining wall to increase the site footprint, and minor site improvements. The design was prepared by another engineering firm. The proposal covers bid phase and construction management services for the project. Union Materials Testing, Inc. (UMT) will perform materials testing as a subconsultant to Phoenix Civil Engineering, Inc. Based on our discussions, I have prepared my proposal to include the following:

- **Phase 2: Bid Phase Services**
 - Task 2.1 – Final Preparation of the Issued for Bid Package
 - Task 2.2 – Prebid meeting, Coordination with Design Firm
 - Task 2.3 – Review of Bids Received
- **Phase 3: Construction Phase Services**
 - Task 3.1 – Meetings and Site Visits
 - Task 3.2 - Submittal Review
 - Task 3.3 - Requests for Information (RFIs)
 - Task 3.4 – Work Change Directives (WCDs) and Change Orders
 - Task 3.5 – Construction Management
 - Task 3.6 – Record Drawings and Project Closeout

I appreciate the opportunity to submit this proposal to assist you with this City project. It is our understanding that this work will be authorized as time and materials with a not to exceed fee per the scope of work and fee shown.

Please let me know if you have any questions or would like to discuss my proposal.

Sincerely,

Jon Turner, PE
Principal Engineer

PHASE 2: BID PHASE SERVICES

Task 2.1 - Final Preparation of the Issued for Bid Package

This task will incorporate the design plans and technical specifications with the City's front end documents that are customized for this project into one set of construction plans and specifications (Issued for Bid set). Coordination with the design engineering firm (under separate contract with the City) will be performed. The conformed documents will be the official version of the project Contract Documents to be used by the City for posting for construction bids.

Task 2.2 - Prebid Meeting, Coordination with Design Firm

This task includes providing engineering and project management support to the City for the project prebid meeting. The meeting will be held at the City office and potentially at the project site. The meeting agenda and prebid meeting activities will be conducted by Phoenix. It is anticipated that the City will maintain a list of Contract Document plan holders for record purposes. Coordination with the design firm is included in this task.

Preparation of Addenda

Phoenix will prepare up to two project addenda incorporating any prebid meeting questions or RFI responses warranting formal clarification by the design engineering firm. The addenda will be emailed out to the prospective bidders by Phoenix and confirmation emails will be obtained documenting receipt of the addenda by the prospective bidders.

Task 2.3 - Review of Bids Received

This task will review the contractor bid packages that are received by the City. Bid schedule completeness, license status, bid bond verification, reference contact summaries and a recommendation of award letter/package will be prepared on behalf of the City for review by the City staff.

The following efforts are included in this task:

- Preparation of the pre bid meeting agenda.
- Attendance at and conducting the pre bid meeting.
- Preparation of prebid meeting summary and list of questions for addendum preparation.
- Preparation of up to two formal project addenda documenting clarifications and/or changes to the Contract Documents.
- Review of the contractor bid documents
- Preparation of a bid tab summary.
- Preparation of a recommendation of award letter.
- Incorporation of the prebid addenda into the Issued for Construction documents.
- Distribute the Conformed Document package to the City.

Deliverable: An electronic copy (.pdf) of the agenda will be provided along with a sign in sheet. Meeting questions will be documented so that any formal responses/addendum can be prepared on behalf of the City by the design firm. Up to two formal project addenda will be provided in electronic (MS Word and .pdf) format for City files and distributed to the project plan holders via email by Phoenix. Copies of all of the addenda confirmation paperwork will be retained in the project files and delivered to the City once completed. One electronic file containing the review

documents and award letter (MSWord and .pdfs) will be provided to the City. Plans, project specifications, engineer's opinion of probable construction cost documents and additional project files (MS Word, MS Excel, PDF) will be provided to the City through a Box.com link.

PHASE 3: CONSTRUCTION PHASE SERVICES

Task 3.1 – Meetings and Site Visits

Once the City has awarded the project to a contractor to perform the work and the contract has been finalized, a preconstruction meeting will be set up with a subsequent visit to the project site. It is assumed that both Phoenix and the design team will be in attendance. Phoenix will prepare the meeting agenda and the meeting summary documenting important decisions and necessary milestones. Additionally, site visits and investigations, as well as preparing for and participation in weekly progress meetings and conference calls will be performed during construction. Phoenix will set up and host the weekly coordination meetings through Zoom. It is assumed that the construction duration is 90 Working Days.

PRECONSTRUCTION MEETING TO INCLUDE:

- Team Roles and Responsibilities Communication
- Hierarchy Submittal Procedures
- Addenda and RFI Procedures
- Red Line Markups and City Coordination
- Schedule and Meeting Dates/Times
- City Operation Considerations During Construction
- Pay Request Procedures

The following efforts are in this task:

- Pre-construction meeting (Phoenix project manager, City project manager, Contractor and design team representative).
- Weekly progress meetings (Phoenix project management team).
- Up to 20 additional project and/or site meetings.

Deliverable: Agendas will be prepared by Phoenix. An electronic copy (.pdf) of the agenda will be provided to the City and attendees. Meeting questions and discussions (meeting summary) will be documented and distributed to the attendees and applicable team members.

Task 3.2 - Submittal Review

This task includes reviewing the contractor provided submittals and providing the design team coordinated responses. It is anticipated that 40 submittals are to be provided and two reviews are anticipated for a total of 80 submittals for purposes of this proposal. The submittals include project materials/products, schedules, plans, studies, test results, affidavits, O&Ms, and contractor-designed items/calculations. The management of the submittal process is included in this task. Submittals will be electronically managed by Phoenix. All submittals will be tracked in a submittal log for quick reference on the status of specific items.

The following efforts are in this task:

- Submittal review coordination with design team and response preparation.

- Creation and maintenance of a submittal log documenting the submittal status.
- Electronic submittal transmittals to the contractor and the City staff.
- Management of the submittal review process.

Deliverable: Electronic submittal correspondence (.pdf) will be sent directly to the Contractor, design firm and City from Phoenix. We will coordinate the submittal review responses from the design engineering firm.

Task 3.3 - Requests for Information (RFIs)

Phoenix will coordinate with the design team for review and prepare response letters for up to 30 RFIs. Certain RFI responses may require minor design clarifications to supplement the Contract Documents, in the form of additional construction details/exhibits, which will be coordinated with the City and the design firm as part of this task.

The following efforts are in this task:

- RFI coordination and review processing.
- Creation and maintenance of a RFI log documenting the RFI status.
- Electronic RFI transmittals to the contractor and City.
- Coordination and distribution of design modifications as needed.

Deliverable: Electronic correspondence (.pdf) will be sent directly to the Contractor from Phoenix with copies to the City and applicable team participants.

Task 3.4 – Work Change Directives (WCDs) and Change Orders

When requested by the City, Phoenix will prepare work change directives and change order paperwork. Phoenix will provide assistance for up to 5 work change directives and up to 2 change orders. Phoenix will coordinate drawings and specification sections with the design team that may need to be modified, replaced, and/or added to the Contract Documents via WCD and/or change order.

It is assumed that these changes will be made electronically to the IFC set of plans during the project so the record drawing compilation will be performed over the course of the project rather than at the end of the project.

The following efforts are in this task:

- Work Change Directives and Change Order review with the City and processing.
- Creation and maintenance of a WCD and Change Order log documenting the status.
- Electronic document distribution to the contractor and City.
- Preparation of final WCD/CO package and distribution of design modifications as needed.

Deliverable: Electronic correspondence (.pdf) will be sent directly to the Contractor from Phoenix with copies to the City and applicable team participants after review and approval by the City.

Task 3.5 – Construction Management

Phoenix will provide construction management on the project. UMT will provide materials testing on an as needed basis (soils, concrete, paving). Construction management consists of daily observation of the project activities, preparation of daily observation reports, coordination of the design team members, materials testing firm

scheduling, coordination with the City staff regarding field decisions or input, monitoring adherence by the contractor to their schedule, review of contractor pay requests and preparation of weekly project reports detailing the week's activities (including the meeting summary), construction reports and photographs, issues encountered and field decisions. These documents will be compiled at the end of the project and provided to the City for their files. It is assumed that construction observation (part-time) will take place for 70 days of the working day contract time. Meeting time is included in Task 3.1.

Daily observations of general/civil work and/or actions of the engineering design team at the jobsite includes:

- Observe contractor's compliance with the Contract Documents
- Observe and record bid item quantities of Contractor's work and materials and equipment incorporated into the work
- Observe and record weather and site conditions
- Notify contractor and owner of deficient or non-compliant work
- Observe and record correction of deficient or non-compliant work
- Observe and record materials and equipment received
- Observe stored materials for proper protection
- Observe and record construction activities and progress
- Observe and record contractor/subcontractor staffing and equipment usage
- Take photographs daily for pertinent project activities and conditions
- Coordinate with materials testing consultant(s)
- Complete Construction Inspector Daily Reports
- Monitoring of Contractor's schedule
- Final project file compilation and delivery to the City.
- Materials Testing (Union Materials Testing)
 - Soils Asphalt Subgrade Testing (2 shifts: 2 x 4hr shifts)
 - Concrete (1 shift: 1 x 4hr shift; 6 strength tests)
 - Asphalt (1 shift: 1 x 4hr shift)
- UMT will provide reports for materials testing and analysis

The following efforts are in this task:

- Daily 1/2 time construction observation by Phoenix Staff.
- Coordinated management of the field activities.
- Weekly construction meetings.
- Final project file compilation and delivery to the City.

Deliverable Communication and management activities during the project will be handled electronically (.pdf and MS Word files). Reports and status documents will be reviewed with the City prior to distribution.

Task 3.6 – Record Drawings and Project Closeout

Phoenix will coordinate the preparation of record drawings with the design team based on information/markups provided by the contractor. Phoenix will compile all project submittals, change orders, work change directives, and RFI responses.

The following efforts are in this task:

- Phoenix will coordinate with design team to incorporate design modifications during the construction as well as contractor red line markups into the record drawings. Drawings will be prepared in accordance with

the City preference.

- Compile final submittal package and project communication documents.

Deliverable: One box link containing the construction project electronic files (PDF files, MSWord and MSEXcel files) will be provided to the City.

Fee Schedule

The fee for Phases 2 and 3 of this project shall be billed as time and materials, not to exceed \$118,755. The breakdown is as follows:

Task 2.1 - Final Preparation of the Issued for Bid Package	\$1,990
Task 2.2 - Prebid Meeting, Coordination with Design Firm	\$3,920
Task 2.3 - Review of Bids Received	\$2,250
Task 3.1 – Meetings and Site Visits	\$16,940
Task 3.2 - Submittal Review	\$5,600
Task 3.3 - Requests for Information (RFIs)	\$4,185
Task 3.4 – Work Change Directives (WCDs) and Change Orders	\$3,205
Task 3.5 – Construction Management	\$78,170
Task 3.6 – Record Drawings and Project Closeout	\$2,495

Assumptions

- The City will be responsible for payment of any fees associated with any required permits, inspections, agency reviews, or filings.
- Outside Agency review times may vary and cannot be controlled.
- The proposed scope of field exploration services does not include location of underground utilities. Phoenix Civil or subconsultants will not be responsible for damage to any unlocated or mislocated utilities due to incorrect information provided by the City.
- Large scale printing requested by the City will be billed at cost with mark-up.
- Legal work (including use easement, ROW entry agreements and other legal documents that may be required) is not included.
- Sub-consultants are marked up by 10%.
- Environmental, right of way acquisition and geotechnical services are not included in this proposal.
- It is assumed that the Contractor will provide redline mark up to aid in record drawing preparation.
- It is assumed the onsite construction duration will be 70 working days. We have assumed 20 working days for contract coordination, submittal review and project closeout/record drawings.
- Design services during construction are not included. They can be included for a negotiated fee.
- The City is retaining the design engineering firm under a separate contract.



Standard Fee Schedule

Effective January 2025-2026

Position	Rate
Engineering	
Principal Engineer	\$195
Senior Project Engineer	\$175
Project Engineer	\$160
Associate Engineer	\$145
Assistant Engineer	\$125
CADD	
CADD Manager/Senior Designer	\$145
Engineering Technician	\$115
Field Support	
Senior Construction Inspector (PW)	\$185
Construction Inspector (PW)	\$170
Administrative Support	
Technical Assistant	\$95
Office Administrator	\$65

Rate Notes

Costs associated with printing and scanning plans and specifications will be billed at \$0.8/square foot.

Subconsultants will be marked up by 10%.

Rates shown with Prevailing Wage (PW) are subject to State of California prevailing wage law and are subject to increases. These rates are used for field inspection.

Overtime will be charged at 1.5x the hourly rate for 8-12 hours daily and at 2x the hourly rate for hours worked over 12 hours daily.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: PLANS AND SPECIFICATIONS AND PROFESSIONAL SERVICES
AGREEMENT FOR WELL 12 REHABILITATION PROJECT

Date: March 5, 2025

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7559 approving the plans and specifications for the Well 12 Rehabilitation Project;
2. Authorize the City Manager to execute a Professional Services Agreement with Phoenix Civil Engineering, Inc. for project and construction management services for the project bid and construction period; and
3. Authorize Staff to advertise for Project bids.

BACKGROUND:

The City's Well 12 facility, located at 1611 Lemonwood Drive, serves the eastern portions of the City's water distribution system. During the construction and build-out of the East Area 1 (EA1) development, water supply and related pressurization has been continuously supplied by the Well 12 facility and related equipment. With the continuing development and completion of dedicated water production and distribution facilities for EA1, in particular the pending connection of the Well 6 facility, the demand on the Well 12 facility will significantly decrease. With this decrease in supply requirements and equipment demand on the Well 12 facility, necessary repairs, rehabilitation and upgrades to the facility can be scheduled for construction.

ANALYSIS:

The scope of the Well 12 Rehabilitation Project ("Project") generally includes the upgrades of various electrical and mechanical components of the Well 12 facility, as well as the design of an equipment cover, stationary generator, and provision of upgraded chlorine tanks at the facility. These improvements have been detailed in a comprehensive set of plans and specifications prepared by the design consultant Huitt-Zollars.

Project Status and Schedule

The Project is currently at 100% Plans, Specifications and Estimates (PS&E), with release for

bid pending formalization of budgetary commitments according to Staff recommendations and City Council approval.

Phoenix Civil Engineering, Inc. ("Phoenix") will provide project and construction management services for the project bid (Phase 2) and construction period (Phase 3) at a not-to-exceed amount of \$106,825. Phoenix was selected from the City's on call consultant list, previously serving as the consultant project manager for the Well 12 Project through the design phase, which is now complete. By nature of their experience with the project design and design team they are well qualified to serve as the project construction manager for the bidding and construction phases of the Well 12 Project. Their proposed fee has been reviewed by staff based on the project's construction oversight needs and has been found to be reasonable based on the proposed staffing and estimated duration of the project. The engineer's construction estimate is \$770,000, which includes a 20% contingency. Project management, inclusive of bid package preparation, as well as construction management, inspection and materials testing services are estimated at \$106,825 (Phase 2 & 3). The project is anticipated to require approximately 6 months to construct. The total estimated project cost is \$876,825.

Upon adoption of Resolution No. 7559 approving the plans and specifications for the Project, Staff anticipates returning to Council in May to request a construction contract award.

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 Well 12 Rehabilitation Project will be funded as provided in FY 2024-2025 CIP Project 9356, with an available budget of \$1,437,104. The project cost estimate of \$876,825 is well within available budget. The budgetary summary is presented in Table 1 below.

Table 1: Funding Sources – CIP No. 9356

2024-2025 CIP Program	Account Number	Budget
CIP 9356 (620-5-9356)	620-5-9356-660	\$842,685
CIP 9356 (620-5-9356)	620-5-9356-290	\$34,140
Total =		\$876,825

OPTIONS:

In addition to the recommended action, the Council has available to it the following alternative options:

1. Do not approve the plans and specifications for the Well 12 Rehabilitation Project, which would delay the completion of the project.
2. Do not authorize the City Manager to execute a Professional Services Agreement with Phoenix Civil Engineering, Inc. for project and construction management services, which

would delay the bid period commencement.

ATTACHMENTS:

[EXHIBIT_A_Reso_7559_Well_12_Rehab.docx](#)

[Exhibit A to Reso 7559 - WELL #12 PLANS AND SPECS.pdf](#)

[Attachment B - PSA_Phoenix Civil Engineering for Well 12 Treatment Plant Improvements P.._-c1.pdf](#)

EXHIBIT A

Resolution No. 7559

RESOLUTION NO. 7559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING THE PLANS AND SPECIFICATIONS FOR THE WELL 12 REHABILITATION PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6

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 Engineer reviewed the completed plans and specifications for the rehabilitation of the Well 12 facility ("Project"), and finds said plans and specifications complete, and the Project may be constructed;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans, specifications, and construction of the Project.

SECTION 2: The City Council approves the plans and specifications for the Project attached as Exhibit A.

SECTION 3: The plans and specifications for the Project are determined to be consistent with the City standards and are approved by the Public Works Department.

SECTION 4: The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

SECTION 5: The approval granted by this Resolution conforms to the City's General Plan and the City Standards.

SECTION 6: The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the plan approved by this Resolution.

SECTION 7: The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 8: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 9: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 5th day of March, 2025.

Pedro Chavez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

CERTIFICATION

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

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, DO HEREBY
CERTIFY that above RESOLUTION NO. 7559 was duly passed and adopted by the
City Council of the City of Santa Paula at a regular meeting thereof held on the 3rd day
of March, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the City this _____ day of March, 2025.

Julie Latshaw, City Clerk
Of the City of Santa Paula,
California
(SEAL)

EXHIBIT C

WELL #12 REHABILITATION PLANS AND SPECIFICATION

(Click on the underlined hyperlink to view the linked information)

<https://app.box.com/s/2gzxyl0ezj1ie89npxuv556vgu1tfujs>

EXHIBIT B

Professional Services Agreement Between The City Of Santa Paula and
Phoenix Civil Engineering, Inc.

**CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA
AND PHOENIX CIVIL ENGINEERING, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of March, 2025, 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 Phoenix Civil Engineering, Inc., a California Corporation, with its principal place of business at 535 East Main Street, Santa Paula, CA 93060 ("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 bid and construction phase 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 Well 12 Treatment Plant Improvements 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 accessibility 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 March 5, 2025 to December 31, 2025, 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Six Thousand Eight Hundred Twenty Five and no cents (\$106,825.00) 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 "A" of this Agreement.

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" 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: Jon Turner PE.

3.3.5 City's Representative. The City hereby designates Bob Woodward, Interim City Engineer, 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 Jon Turner PE, 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 Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations: Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

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

and require the same of any subconsultants.

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: Phoenix Civil Engineering, Inc.
535 East Main Street
Santa Paula, CA 93060
ATTN: Jon Turner, P.E.

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Dale Goodman, 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
PHOENIX CIVIL ENGINEERING, 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

PHOENIX CIVIL ENGINEERING, INC.

Approved By:

By: _____

Dan Singer,
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Monica Castillo,
City Attorney

Its: _____

Printed Name: _____

Attested By:

Julie Latshaw,
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES & COMPENSATION



Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Robert Woodward, PE
Interim City Engineer
City of Santa Paula
866 E. Main St.
Santa Paula, CA 93061

February 11, 2024

City of Santa Paula – Proposal for Well 12 Treatment Plant Improvements Project

Dear Bob-

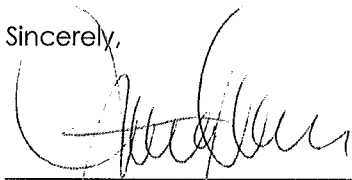
I am pleased to provide you with this proposal for bid and construction phase services for the City of Santa Paula Well 12 Treatment Plant Improvements Project. This project consists of the installation of a standby generator, modifications to the well head treatment tanks and piping, minor electrical modifications to the site, replacement of specific items of piping and appurtenances, painting and coating of the backwash tank and piping, and minor site improvements. The design was prepared by another engineering firm. The proposal covers bid phase and construction management services for the project. Union Materials Testing, Inc. (UMT) will perform materials testing as a subconsultant to Phoenix Civil Engineering, Inc. Based on our discussions, I have prepared my proposal to include the following:

- **Phase 2: Bid Phase Services**
 - Task 2.1 – Final Preparation of the Issued for Bid Package
 - Task 2.2 – Prebid meeting, Coordination with Design Firm
 - Task 2.3 – Review of Bids Received
- **Phase 3: Construction Phase Services**
 - Task 3.1 – Meetings and Site Visits
 - Task 3.2 - Submittal Review
 - Task 3.3 - Requests for Information (RFIs)
 - Task 3.4 – Work Change Directives (WCDs) and Change Orders
 - Task 3.5 – Construction Management
 - Task 3.6 – Record Drawings and Project Closeout

I appreciate the opportunity to submit this proposal to assist you with this City project. It is our understanding that this work will be authorized as time and materials with a not to exceed fee per the scope of work and fee shown.

Please let me know if you have any questions or would like to discuss my proposal.

Sincerely,



Jon Turner, PE
Principal Engineer

PHASE 2: BID PHASE SERVICES

Task 2.1 - Final Preparation of the Issued for Bid Package

This task will incorporate the design plans and technical specifications with the City's front end documents that are customized for this project into one set of construction plans and specifications (Issued for Bid set). Coordination with the design engineering firm (under separate contract with the City) will be performed. The conformed documents will be the official version of the project Contract Documents to be used by the City for posting for construction bids.

Task 2.2 - Prebid Meeting, Coordination with Design Firm

This task includes providing engineering and project management support to the City for the project prebid meeting. The meeting will be held at the City office and potentially at the project site. The meeting agenda and prebid meeting activities will be conducted by Phoenix. It is anticipated that the City will maintain a list of Contract Document plan holders for record purposes. Coordination with the design firm is included in this task.

Preparation of Addenda

Phoenix will prepare up to two project addenda incorporating any prebid meeting questions or RFI responses warranting formal clarification by the design engineering firm. The addenda will be emailed out to the prospective bidders by Phoenix and confirmation emails will be obtained documenting receipt of the addenda by the prospective bidders.

Task 2.3 - Review of Bids Received

This task will review the contractor bid packages that are received by the City. Bid schedule completeness, license status, bid bond verification, reference contact summaries and a recommendation of award letter/package will be prepared on behalf of the City for review by the City staff.

The following efforts are included in this task:

- Preparation of the pre bid meeting agenda.
- Attendance at and conducting the pre bid meeting.
- Preparation of prebid meeting summary and list of questions for addendum preparation.
- Preparation of up to two formal project addenda documenting clarifications and/or changes to the Contract Documents.
- Review of the contractor bid documents
- Preparation of a bid tab summary.
- Preparation of a recommendation of award letter.
- Incorporation of the prebid addenda into the Issued for Construction documents.
- Distribute the Conformed Document package to the City.

Deliverable: An electronic copy (.pdf) of the agenda will be provided along with a sign in sheet. Meeting questions will be documented so that any formal responses/addendum can be prepared on behalf of the City by the design firm. Up to two formal project addenda will be provided in electronic (MS Word and .pdf) format for City files and distributed to the project plan holders via email by Phoenix. Copies of all of the addenda confirmation paperwork will be retained in the project files and

delivered to the City once completed. One electronic file containing the review documents and award letter (MSWord and .pdfs) will be provided to the City. Plans, project specifications, engineer's opinion of probable construction cost documents and additional project files (MS Word, MS Excel, PDF) will be provided to the City through a Box.com link.

PHASE 3: CONSTRUCTION PHASE SERVICES

Task 3.1 – Meetings and Site Visits

Once the City has awarded the project to a contractor to perform the work and the contract has been finalized, a preconstruction meeting will be set up with a subsequent visit to the project site. It is assumed that both Phoenix and the design team will be in attendance. Phoenix will prepare the meeting agenda and the meeting summary documenting important decisions and necessary milestones. Additionally, site visits and investigations, as well as preparing for and participation in weekly progress meetings and conference calls will be performed during construction. Phoenix will set up and host the weekly coordination meetings through Zoom. It is assumed that the construction duration is 75 Working Days.

PRECONSTRUCTION MEETING TO INCLUDE:

- Team Roles and Responsibilities Communication
- Hierarchy Submittal Procedures
- Addenda and RFI Procedures
- Red Line Markups and City Coordination
- Schedule and Meeting Dates/Times
- City Operation Considerations During Construction
- Pay Request Procedures

The following efforts are in this task:

- Pre-construction meeting (Phoenix project manager, City project manager, Contractor and design team representative).
- Weekly progress meetings (Phoenix project management team).
- Up to 15 additional project and/or site meetings.

Deliverable: Agendas will be prepared by Phoenix. An electronic copy (.pdf) of the agenda will be provided to the City and attendees. Meeting questions and discussions (meeting summary) will be documented and distributed to the attendees and applicable team members.

Task 3.2 - Submittal Review

This task includes reviewing the contractor provided submittals and providing the design team coordinated responses. It is anticipated that 40 submittals are to be provided and two reviews are anticipated for a total of 80 submittals for purposes of this proposal. The submittals include project materials/products, schedules, plans, studies, test results, affidavits, O&Ms, and contractor-designed items/calculations. The management of the submittal process is included in this task. Submittals will be electronically managed by Phoenix. All submittals will be tracked in a submittal log for quick reference on the status of specific items.

The following efforts are in this task:

- Submittal review coordination with design team and response preparation.

- Creation and maintenance of a submittal log documenting the submittal status.
- Electronic submittal transmittals to the contractor and the City staff.
- Management of the submittal review process.

Deliverable: Electronic submittal correspondence (.pdf) will be sent directly to the Contractor, design firm and City from Phoenix. We will coordinate the response to submittal reviews that originate from the design firm.

Task 3.3 - Requests for Information (RFIs)

Phoenix will coordinate with the design team for review and prepare response letters for up to 30 RFIs. Certain RFI responses may require minor design clarifications to supplement the Contract Documents, in the form of additional construction details/exhibits, which will be coordinated with the City and the design firm as part of this task.

The following efforts are in this task:

- RFI coordination and review processing.
- Creation and maintenance of a RFI log documenting the RFI status.
- Electronic RFI transmittals to the contractor and City.
- Coordination and distribution of design modifications as needed.

Deliverable: Electronic correspondence (.pdf) will be sent directly to the Contractor from Phoenix with copies to the City and applicable team participants.

Task 3.4 – Work Change Directives (WCDs) and Change Orders

When requested by the City, Phoenix will prepare work change directives and change order paperwork. Phoenix will provide assistance on up to 5 work change directives and up to 2 change orders. Phoenix will coordinate drawings and specification sections with the design team that may need to be modified, replaced, and/or added to the Contract Documents via WCD and/or change order.

It is assumed that these changes will be made electronically to the IFC set of plans during the project so the record drawing compilation will be performed over the course of the project rather than at the end of the project.

The following efforts are in this task:

- Work Change Directives and Change Order review with the City and processing.
- Creation and maintenance of a WCD and Change Order log documenting the status.
- Electronic document distribution to the contractor and City.
- Preparation of final WCD/CO package and distribution of design modifications as needed.

Deliverable: Electronic correspondence (.pdf) will be sent directly to the Contractor from Phoenix with copies to the City and applicable team participants after review and approval by the City.

Task 3.5 – Construction Management

Phoenix will provide construction management on the project. UMT will provide materials testing on an as needed basis (soils, concrete, paving). Construction management consists of daily observation of the project activities, preparation of daily observation reports, coordination of the design team members, materials testing firm

scheduling, coordination with the City staff regarding field decisions or input, monitoring adherence by the contractor to their schedule, review of contractor pay requests and preparation of weekly project reports detailing the week's activities (including the meeting summary), construction reports and photographs, issues encountered and field decisions. These documents will be compiled at the end of the project and provided to the City for their files. It is assumed that construction observation (part-time) will take place for 60 days of the working day contract time. Meeting time is included in Task 3.1.

Daily observations of general/civil work and/or actions of the engineering design team at the jobsite includes:

- Observe contractor's compliance with the Contract Documents
- Observe and record bid item quantities of Contractor's work and materials and equipment incorporated into the work
- Observe and record weather and site conditions
- Notify contractor and owner of deficient or non-compliant work
- Observe and record correction of deficient or non-compliant work
- Observe and record materials and equipment received
- Observe stored materials for proper protection
- Observe and record construction activities and progress
- Observe and record contractor/subcontractor staffing and equipment usage
- Take photographs daily for pertinent project activities and conditions
- Coordinate with materials testing consultant(s)
- Complete Construction Inspector Daily Reports
- Monitoring of Contractor's schedule
- Final project file compilation and delivery to the City.
- Materials Testing (Union Materials Testing)
 - Soils Asphalt Subgrade Testing (2 shifts: 2 x 4hr shifts)
 - Concrete (1 shift: 1 x 4hr shift; 6 strength tests)
 - Asphalt (1 shift: 1 x 4hr shift)
- UMT will provide reports for materials testing and analysis

The following efforts are in this task:

- Daily 1/2 time construction observation by Phoenix Staff.
- Coordinated management of the field activities.
- Weekly construction meetings.
- Final project file compilation and delivery to the City.

Deliverable Communication and management activities during the project will be handled electronically (.pdf and MS Word files). Reports and status documents will be reviewed with the City prior to distribution.

Task 3.6 – Record Drawings and Project Closeout

Phoenix will coordinate the preparation of record drawings with the design team based on information/markups provided by the contractor. Phoenix will compile all project submittals, change orders, work change directives, and RFI responses.

The following efforts are in this task:

- Phoenix will coordinate with design team to incorporate design modifications during the construction as well as contractor red line markups into the record drawings. Drawings will be prepared in accordance with

the City preference.

- Compile final submittal package and project communication documents.

Deliverable: One box link containing the construction project electronic files (PDF files, MSWord and MSeExcel files) will be provided to the City.

Fee Schedule

The fee for Phases 2 and 3 of this project shall be billed as time and materials, not to exceed \$106,825. The breakdown is as follows:

Task 2.1 - Final Preparation of the Issued for Bid Package	\$1,990
Task 2.2 - Prebid Meeting, Coordination with Design Firm	\$3,920
Task 2.3 - Review of Bids Received	\$2,250
Task 3.1 – Meetings and Site Visits	\$14,520
Task 3.2 - Submittal Review	\$5,600
Task 3.3 - Requests for Information (RFIs)	\$4,185
Task 3.4 – Work Change Directives (WCDs) and Change Orders	\$3,205
Task 3.5 – Construction Management	\$68,660
Task 3.6 – Record Drawings and Project Closeout	\$2,495

Assumptions

- The City will be responsible for payment of any fees associated with any required permits, inspections, agency reviews, or filings.
- Outside Agency review times may vary and cannot be controlled.
- The proposed scope of field exploration services does not include location of underground utilities. Phoenix Civil or subconsultants will not be responsible for damage to any unlocated or mislocated utilities due to incorrect information provided by the City.
- Large scale printing requested by the City will be billed at cost with mark-up.
- Legal work (including use easement, ROW entry agreements and other legal documents that may be required) is not included.
- Sub-consultants are marked up by 10%.
- Environmental, right of way acquisition and geotechnical services are not included in this proposal.
- It is assumed that the Contractor will provide redline mark up to aid in record drawing preparation.
- It is assumed the onsite construction duration will be 60 working days. We have assumed 15 working days for contract coordination, submittal review and project closeout/record drawings.
- Design services during construction are not included. They can be included for a negotiated fee.
- The City is retaining the design engineering firm under a separate contract.



Standard Fee Schedule

Effective January 2025-2026

Position	Rate
Engineering	
Principal Engineer	\$195
Senior Project Engineer	\$175
Project Engineer	\$160
Associate Engineer	\$145
Assistant Engineer	\$125
CADD	
CADD Manager/Senior Designer	\$145
Engineering Technician	\$115
Field Support	
Senior Construction Inspector (PW)	\$185
Construction Inspector (PW)	\$170
Administrative Support	
Technical Assistant	\$95
Office Administrator	\$65

Rate Notes

Costs associated with printing and scanning plans and specifications will be billed at \$0.8/square foot.

Subconsultants will be marked up by 10%.

Rates shown with Prevailing Wage (PW) are subject to State of California prevailing wage law and are subject to increases. These rates are used for field inspection.

Overtime will be charged at 1.5x the hourly rate for 8-12 hours daily and at 2x the hourly rate for hours worked over 12 hours daily.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: RESOLUTION NO. 7561 ESTABLISHING THE MEASURE R OVERSIGHT COMMITTEE & ADOPTING OPERATING GUIDELINES

Date: March 5, 2025

Agenda Item: 10.C

RECOMMENDATION:

It is recommended City Council:

1. Adopt Resolution No. 7561 to establish the Measure R Oversight Committee and adopt Operating Guidelines; and
2. Take such additional, related action that may be desirable.

Prepared by: Jonathan Royas, Deputy City Manager

BACKGROUND:

On November 5, 2024, approximately 60% of Santa Paula voters approved Measure R, a one-cent local sales and use tax projected to generate approximately \$4.3 million annually. Measure R funds are required by law to remain in Santa Paula and be allocated exclusively for local services. Additionally, Measure R includes accountability provisions, such as public disclosure of all spending and annual independent financial audits, ensuring transparency and proper use of the funds.

Although Measure R does not mandate the creation of an oversight committee, on October 2, 2024, prior to the election, the City Council directed staff to return with options for establishing such a committee, within 90 days, if Measure R passed.

This item follows the City Council's February 19, 2025 discussion relative to the creation and role of a Measure R Oversight Committee.

ANALYSIS:

Over the course of two meetings (January 15 and February 19, 2025), the Council developed a series of guidelines covering the composition of the committee, eligibility to serve on the committee, the role of the committee, and the appointment of committee members, among other provisions.

Consistent with Council feedback from both meetings, staff made the following updates to the proposed guidelines:

- Section 1. Committee Purpose
 - Added clarifying text to ensure consistency with ballot language regarding the general use of funds as approved by City Council and to allow for future input related to community priorities.
- Section 2. Composition and Qualifications
 - Removed language suggesting Councilmembers ability to nominate a member from their respective district. Updated language requires a member from each district and allows a member to remain on the committee through the end of their term should they move to another district within the City.
 - Added language clarifying Council will make every attempt to select individuals from diverse representative areas of the community, but it will not be required.
- Section 3. Appointment Process
 - Members will be appointed through an open application process, followed by interviews with Council and ratified by Council during a public meeting.
- Section 4. Terms of Membership
 - Added staggered language and clarity on the end of terms related to districts.
- Section 6. Duties of the Committee
 - Added clarifying language related to City Council approval and future input related to community priorities.

With the adoption of Resolution No. 7561, the Council would formally adopt the Measure R Oversight Committee Guidelines, which are attached as Exhibit A to the Resolution.

STRATEGIC PLAN:

This item supports the City completing one of City Council's two-year Strategic Plan objectives as noted below:

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

FISCAL IMPACTS:

There is no fiscal impact associated with this item, however there are minor costs associated with any new committees, especially Brown Act committees, should Council choose that option.

OPTIONS:

City Council has the following alternative options:

1. Provide further direction to staff on the formation of the Measure R Oversight Committee.

ATTACHMENTS:

[Reso No. 7561 Measure R Oversight Committee.pdf](#)

RESOLUTION NO. 7561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ESTABLISHING THE MEASURE “R” 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. The City Council submitted to the voters of the City the Santa Paula Local Transaction and Use Tax for the election that was held on November 5, 2024. The voters of the City approved the Santa Paula Local Transaction and Use Tax ordinance as Measure R on the election ballot;
- B. The City Council wishes to create an oversight committee to ensure that the revenues generated by Measure R are expended in accordance with State law for City services and community priorities; and
- C. The City Council desires to establish the guidelines that govern the purpose, appointment and membership requirements for the Measure R Oversight Committee.

SECTION 2: The City Council adopts the Measure R 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 Measure R Oversight Committee.

SECTION 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original resolutions.

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PASSED AND ADOPTED this 5th day of March, 2025.

Pedro A. Chavez,
Mayor

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

APPROVED AS TO CONTENT:

Dan Singer,
City Manager

ATTACHMENT A

CITY OF SANTA PAULA MEASURE R OVERSIGHT COMMITTEE GUIDELINES

Section 1. Committee Purpose

On November 5, 2024, Santa Paula voters enacted the Santa Paula Local One-Cent Sales and Use Tax (known as "Measure R"). Measure R incorporates accountability provisions such as public disclosure of all spending and annual independent audits. On March 5, 2025, the City Council resolved that an oversight committee would be appropriate to ensure that the revenues generated by Measure R are expended in accordance with the intention of the voters and State law for City services and community priorities. As approved by voters, Measure R revenue is not restricted to specific services and projects and may be used for general government use as approved by City Council. These Guidelines are intended to implement oversight provisions for Measure R.

The Measure R Oversight Committee will convene biannually to review and report to the public and the City Council on the use of Measure R revenues and expenditures in conformance with budget allocations approved by the City Council. The Committee shall confine itself specifically to its obligations under Measure R. All monies from other sources shall fall outside the scope of the Committee's review.

Section 2. Composition and Qualifications

A. The Committee shall consist of five (5) members appointed by the Council, each representing one (1) District in the City. Should a member move to another District in the City during their term, the member will be allowed to finish out the remainder of their term in their new District.

B. To be eligible to serve on the Committee, members must be:

- 18 years of age;
- A resident of the City;
- Not a public employee of the City of Santa Paula;
- Not currently serving as member of the Measure T Oversight Committee or a committee that recommends use of City funds; and
- Required to submit an annual statement of financial disclosure in compliance with the Political Reform Act, Government Code §§81000 *et seq.*

C. While not a requirement, Council will make every attempt to select individuals from the following areas:

- One (1) member active in a business organization representing the business community located in the City of Santa Paula.

- One (1) member active in a senior citizen organization located in the City of Santa Paula.
- One (1) member active in a civic organization located in the City of Santa Paula.
- One (1) member active in a youth organization located in the City of Santa Paula.
- One (or more) members to be considered at large.

Section 3. Appointment Process

The City Council will appoint members through an open application process, followed by interviews with the full Council. Appointments are ratified by a majority vote during a public meeting.

Section 4. Term of Membership

Except for members appointed before the general election results in 2026, each member will serve a term of four (4) years, staggered, consistent with the established timeline below:

- District 1 and 5 – Term will end December 31, 2028, December 31, 2032, etc.
- District 2, 3, and 4 – Term will end December 31, 2026, December 31, 2030, etc.

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;
2. A simple majority of the Committee shall constitute a quorum;
3. The Committee shall meet at such times as the City Manager or City Finance Director convenes the Committee, or when 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 greater than 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

While the Committee is tasked with oversight of Measure R expenditures, ultimate Measure R spending decisions rest with the City Council. To that end, the Committee shall act in an oversight capacity to review revenues and expenditures generated by the Santa Paula Local One-Cent Sales Tax in order to ensure conformance with the budget allocation approved by the City Council. The Committee's specific duties are as follows:

- The Committee will meet after the Proposed Budget Document has been publicly published but prior to the first Public Budget Workshop to ensure that the revenues generated by Measure R are budgeted in accordance with State law for City services and community priorities.
- The Committee Chairperson or Vice-Chairperson are encouraged to attend the first or second Public Budget Workshops to address any Council questions regarding Measure R spending and to report on the Committee's review. Attendance is required if requested by any Councilmember and reasonable notice is given.
- The Committee will annually prepare an independent report to the City Council regarding the revenue and expenditures of the Santa Paula Local One-Cent Sales and Use Tax in the fall of each fiscal year.

Section 7. Staff Assistance

The City Manager's Office and members of the Finance Department will provide technical and administrative assistance to the Committee.

Section 8. Relationship to Municipal Code

Santa Paula Municipal Code Sections 12.06 (Appointment Procedures), 12.07 (Removal By City Council), 12.08 (Organization), 12.09 (Non-Attendance), and 12.10 (Vacancy) will control in the event of a conflict with these Guidelines.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Tom Tarantino, Planning & Economic Development Manager

Subject: INTRODUCTION OF ORDINANCE NO. 1342 AMENDING CHAPTER 16.79 "REGULATION OF CANNABIS ACTIVITIES" OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186

Date: March 5, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Re-open the public hearing.
2. Waive first reading, read by title only, and introduce Ordinance No. 1342, entitled "A n Ordinance amending Chapter 16.79 'Regulation of Cannabis Activities' of the Santa Paula Municipal Code and other affected code sections to align with Senate Bill (SB) 1186, and finding that the Ordinance is not a "Project" or is otherwise exempt from CEQA."

Presented by: Tom Tarantino, Planning & Economic Development Manager

BACKGROUND:

Senate Bill 1186

Effective January 1, 2024, Senate Bill 1186 ("SB 1186"), also known as the "Medicinal Cannabis Patients' Right of Access Act", precludes cities from imposing regulations that have the effect of prohibiting licensed medicinal cannabis businesses from delivering medicinal cannabis within the City to patients or their caregivers (Attachment C). Such regulations include those limiting the number of businesses authorized to deliver medicinal cannabis into the City or the frequency of sales by delivery.

Unless an exception applies, SB 1186 also prohibits regulations that bar a physical premises from which retail sale by delivery of medicinal cannabis by a licensed non-storefront retailer may be conducted within the City. **This means the City must allow for at least one non-storefront medicinal cannabis delivery facility located within the City.**

SB 1186 does however allow the City to impose reasonable regulations on the retail sale by delivery of medicinal cannabis. More specifically, the City can adopt and enforce reasonable regulations on the non-storefront retail delivery of medicinal cannabis related to:

1. Zoning requirements not in conflict with SB 1186's prohibitions.
2. Security or public health and safety requirements.
3. Licensing requirements.
4. Imposing or collecting applicable state or local taxes on retail sales of medicinal cannabis occurring within the City.
5. Regulations consistent with requirements or restrictions imposed on cannabis businesses by state law or regulations issued by the Department of Cannabis Control. [Business and Professions Code § 26322(b)]

Santa Paula Municipal Code Section 16.79.030 currently prohibits commercial cannabis activities of all types in the City. Therefore, to align with SB 1186 and based on recommendations made by both the City's Cannabis Standing Committee at its November 19, 2024 meeting, and the Planning Commission at its January 28, 2025 meeting, the City is now considering a proposed amendment to the Santa Paula Municipal Code that would allow retail sale by delivery of medicinal cannabis City-wide and permit and regulate non-storefront medicinal cannabis retailers in the Industrial (I) Zone (See map in Attachment D).

Prior Council Meeting

Following a public hearing held February 19, 2025 on the proposed ordinance, the City Council directed the ordinance be returned with amendments at the next meeting. Council noted that missing from the proposed ordinance was language that allowed retail sale by delivery of medicinal cannabis City-wide to patients and caregivers within the City, as staff had intended. The revised ordinance is now before Council to be introduced unless further changes are requested.

ANALYSIS:

The proposed Ordinance (Exhibit A to Attachment A) will update the City's existing regulations consistent with State law. SB 1186 requires the City to allow for (1) retail sale by delivery of medicinal cannabis City-wide and (2) at least one licensed non-storefront medicinal cannabis delivery facility within the City that may be subject to reasonable conditions.

Council's requested amendments to the proposed ordinance presented at the February 19, 2025 regular City Council meeting are shown in Exhibit A to Attachment A in yellow highlight. Those amendments specify that retail sale by delivery of medicinal cannabis is permitted within the City, provided such businesses obtain required State and City business licenses and delivery vehicles are unmarked.

As it relates to the location of retail sales of medicinal cannabis delivery facilities, the City will be restricting these delivery facilities to only be permitted in the Industrial (I) Zone subject to the approval of a Conditional Use Permit and required State and City business licenses. SB 1186 requires the City to allow for medicinal cannabis delivery service *only*. **Storefront retail services for all other types and uses of cannabis will continue to be prohibited anywhere in Santa Paula.**

The Planning Commission reviewed the proposed Ordinance at their regular meeting on January 28, 2025 and recommended via Resolution No. 3864 (Attachment B) that the Ordinance proceed for consideration by the City Council at tonight's meeting. If approved for introduction at this meeting, the Ordinance would return at a subsequent City Council meeting

for adoption on consent.

PUBLIC NOTICE

In accordance with Govt. Code § 65854(b)(2) and the provisions of the Ralph M. Brown Act, a Notice of Public Hearing for this meeting was published in the *Santa Paula Times* on Wednesday, January 29, 2025.

ENVIRONMENTAL/CEQA

Pursuant to the California Environmental Quality Act ("CEQA"), staff has determined that the amendment will have no significant adverse impacts on the environment as it is simply updating existing operating standards related to medicinal cannabis delivery consistent with State requirements and is similar in nature to other delivery services that occur throughout the City on a daily basis. Furthermore, the amendment is exempt from CEQA Chapter 3 of Title 14 of the California Code of Regulations beginning at Section 15000, specifically: Section 15060(c)(2), because the proposed Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and Section 15061(b)(3), because the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

STRATEGIC PLAN:

Amending the City's municipal code to align with state law directly relates to *Strategic Plan Goal G.2 Municipal Code*.

FISCAL IMPACTS:

In California, the taxation of medicinal cannabis deliveries includes several components:

1. State Cannabis Excise Tax: A 15% excise tax is applied to all legal cannabis sales in California, including medicinal cannabis. This tax is calculated based on the retail selling price of the cannabis product.
2. State Sales Tax: The standard California sales tax rate is 7.25%. However, local jurisdictions can add additional sales taxes, if they so choose. Medicinal cannabis patients with a valid Medical Marijuana Identification Card (MMIC) are exempt from the state sales tax.
3. Local Cannabis Business Tax: Cities and counties may impose their own cannabis business taxes. These taxes can range from 5% to 15% of gross receipts and are typically applied to all cannabis sales, including medicinal cannabis. Again, the specific rate depends on the local jurisdiction.

SPMC § 37.91 *Imposition of Tax* already codifies cannabis business tax collection in the City, as shown below:

- A. *Every person engaged in a cannabis business within the City of Santa Paula, and regardless of whether such business has a permit to operate pursuant to the Santa Paula Municipal Code, shall pay a cannabis business tax at the following rates:*
 1. *Up to a maximum of 10% of gross receipts or fractional part thereof, generated by a cannabis business at wholesale or retail, subject to adjustment by the City Council pursuant to § 37.93; and*

2. *Up to a maximum of \$25 per square foot of space utilized in connection with cannabis cultivation/processing, subject to adjustment by the City Council pursuant to § 37.93.*

B. *No cannabis business shall be deemed to be exempt from the payment of the taxes identified above by any other provision of this code, unless expressly exempted under this subchapter. (Ord. 1261, passed 11-6-18)*

Potential sales and business tax revenue from medicinal cannabis delivery sales based within the City is unknown at this time. Neighboring cities in Ventura County have widely varying regulations and revenues from medicinal cannabis delivery sales.

Taxation aside, it is noteworthy that should this Ordinance not be adopted, the potential costs to the City from litigation for misalignment with State cannabis law would be unknown, but could be significant.

OPTIONS:

In addition to the recommended action, the City Council has available to it the following alternative options:

1. Do not introduce proposed Ordinance No. 1342. Denial of the ordinance will result in misalignment with State cannabis law and could expose the City to litigation.
2. Direct staff to modify proposed Ordinance No. 1342.

ATTACHMENTS:

A - CC Ordinance No. 1342 inc. Ex A. SPMC 16.79 Amended (FINAL).pdf

B - PC Resolution No. 3864 (Signed) - 2025.02.19 CC Mtg.pdf

C - SB 1186 Text - 2025.02.19 CC Mtg.pdf

D - City Map of Industrial Zones - 2025.02.19 CC Mtg.pdf

ATTACHMENT A

CC ORDINANCE NO. 1342

+

EXHIBIT A
SPMC CHAPTER 16.79
(AMENDED)

ORDINANCE NO. 1342

AN ORDINANCE OF SANTA PAULA CITY COUNCIL AMENDING CHAPTER 16.79 “REGULATION OF CANNABIS ACTIVITIES” OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186, AND FIND THAT THE ORDINANCE IS NOT A “PROJECT” OR IS OTHERWISE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City of Santa Paula, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to amend the City’s municipal code when deemed necessary and appropriate by the City Council; and

WHEREAS, in 2022, the California Legislature approved, and the Governor signed into law, Senate Bill 1186 (“SB 1186”) which further amends state cannabis law effective January 1, 2024; and

WHEREAS, the City desires to amend its local regulatory scheme to allow for the retail sale by delivery of medicinal cannabis consistent with SB 1186’s changes to state law; and

WHEREAS, on January 28, 2025, the Planning Commission held a duly-noticed public hearing public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on February 19, 2025, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City’s Planning Commission; and

WHEREAS, following the February 19, 2025 public hearing, Council directed staff to return with specified amendments to the Ordinance at the next City Council meeting; and

WHEREAS, on March 5, 2025, the City Council re-opened the public hearing to consider the Ordinance, as amended, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City’s Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Santa Paula does ordain as follows:

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. The amendment is statutorily exempt from the California Environmental Quality Act (“CEQA”) in that it will have no significant adverse impacts on the environment as it simply updates existing operating standards related to medicinal cannabis delivery to be consistent with State requirements and is similar in nature to other delivery services that occur throughout the City on a daily basis. Furthermore, the amendment is exempt from CEQA Chapter 3 of Title 14 of the California Code of Regulations beginning at Section 15000, specifically: Section 15060(c)(2), because the proposed Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and Section 15061(b)(3), because the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan pursuant to Government Code section 65860.

SECTION 4. Code Amendment. Based on the entire record before the City Council, Santa Paula Municipal Code Chapter 16.79 Regulation of Cannabis Activities is hereby amended as shown in Exhibit “A”. Further, *Table 21-1 Permitted and Conditional Uses – Industrial Zones* of Santa Paula Municipal Code Section 16.21.020 is amended as follows (~~striketrough~~ means deleted text and **underlined** means added text):

TABLE 21-1			
<i>Permitted and Conditional Uses - Industrial Zones</i>			
<i>Use</i>	<i>LI</i>	<i>I</i>	<i>M-1</i>
Accessory buildings necessary to use located on same lot or parcel	P	P	P

Adult Entertainment Establishment (see Chapter 16.54)	X	C*	X
Alcohol and Alcoholic Beverages Manufacturing	X	C	C
Animal Hospitals, Kennels & Veterinary Clinic	P	C	P
Automobile Service Station (fuel sales; see Chapter 16.72)	C*	C*	C
Automobile Repair and/or Tune-up Shop	C	C	P ¹
Automobile dismantling	X	X	C
Assembly (small scale, see definition)	P	P	P
Assembly (large scale, see definition)	C	P	P
<u>Cannabis Delivery (delivery-only medicinal cannabis retailer, see definition)</u>	<u>X</u>	<u>C*</u>	<u>X</u>
Cannabis Delivery	X	X	X
Commercial Cannabis Activities <u>(see Chapter 16.29)</u>	X	X	X
Cultivation of Cannabis or Medical Marijuana	X	X	X

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 7. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California, 93060.

SECTION 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

(Continues on next page)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Paula, California, at a regular meeting of the City Council held on the ____ day of _____, 202_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA PAULA

Pedro A. Chavez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Monica Castillo, City Attorney

EXHIBIT A

SPMC CHAPTER 16.79
(AMENDED)

[ATTACHED]

CHAPTER 16.79: REGULATION OF CANNABIS ACTIVITIES

Section

- 16.79.010 Purpose
- 16.79.020 Definitions
- 16.79.030 Prohibition
- 16.79.040 Personal cultivation
- 16.79.050 Violations
- 16.79.060 Administrative regulations
- 16.79.070 Public nuisance

§16.79.010 PURPOSE.

The purpose of this chapter is to expressly prohibit the establishment of commercial cannabis uses in the city except those permitted by state law. The City Council finds that the prohibitions on commercial cannabis activity in this chapter are necessary for the preservation and protection of the public health, safety and welfare of the city. The prohibition of such uses is within the authority conferred upon the City Council by state law and is an exercise of its police powers to enact and enforce regulations for the public health, safety and welfare of the city. This chapter is also intended to apply reasonable regulations to the personal cultivation of cannabis and delivery of medicinal cannabis that is authorized under state law. Nothing in this chapter shall be interpreted to conflict with state law, including without limitation the Compassionate Use Act, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA) and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), as may be amended.

§16.79.020 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(A) “CANNABIS” or “MARIJUANA” has the meaning set forth in Business and Professions Code section 26001(f), as may be amended, and shall mean—includes all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or resin. “CANNABIS” or “MARIJUANA” also means the separated resin, whether crude or purified, obtained from Cannabis. “CANNABIS” or “MARIJUANA” also includes cannabis that is used for medical, non-medical, or other purposes. “CANNABIS” or “MARIJUANA” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other

compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or case, or the sterilized seed of the plant which is incapable of germination. "CANNABIS" or "MARIJUANA" also does not include industrial hemp, as defined in California and has the same definition as Cal. Health and Safety Code § 11018.5. "CANNABIS" or "MARIJUANA" also does not include medical or medicinal use(s) of the plant to treat specific medical conditions upon the recommendation of a licensed physician, as defined in California law.

(B) "CANNABIS/MARIJUANA ACCESSORIES" has the meaning set forth in Business and Professions Code section 26001(g), as may be amended, and includes ~~means~~ any equipment, products or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing Cannabis, or for ingesting, inhaling, or otherwise introducing Cannabis or Cannabis products into the human body.

(C) "CANNABIS/MARIJUANA PRODUCT" has the meaning set forth in Business and Professions Code section 26001(k), as may be amended, and includes ~~means~~ Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated Cannabis, or an edible or topical product containing Cannabis or concentrated Cannabis and other ingredients.

(D) "CANNABIS TESTING LABORATORY" has the meaning set forth in Business and Professions Code section 26001(ba), as may be amended, and includes ~~means~~ a laboratory, facility, or entity that offers or performs tests of both adult use and medical cannabis or cannabis products and that is both of the following: (1) accredited by an accrediting body (i.e. International Organization for Standardization (ISO)) that is independent from all other persons involved in commercial cannabis activity in the state, and (2) is licensed by the Bureau of Cannabis Control.

(E) "COMMERCIAL CANNABIS ACTIVITY" has the meaning set forth in Business and Professions Code section 26001(n), as may be amended, and includes ~~means~~ cultivation, manufacture, processing, storing, labeling, transporting, distribution, delivery or sale of cannabis or a cannabis product for ~~medical~~, non- medical, or any other purpose and includes the activities of any business licensed by the state or other government entity under Division 10 of the Cal. Bus. and Prof. Code, or any provision of state law that regulates the licensing of cannabis businesses. This definition includes operation of a dispensary and, mobile marijuana dispensary ~~and cannabis delivery activities~~. This definition does not include Cannabis testing laboratories.

(F) "CONCENTRATED CANNABIS" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. "CONCENTRATE" includes resin from granular trichomes from a Cannabis plant.

(G) “CULTIVATION OF CANNABIS” or “CANNABIS CULTIVATION” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(H) “DELIVERY” means the commercial transfer of cannabis or cannabis products to a customer. “DELIVERY” also includes the use by a retailer of any technology platform owned and controlled by the retailer. The term “DELIVERY” does not include the distribution of cannabis from a mobile marijuana dispensary.

(I) “DELIVERY-ONLY MEDICINAL CANNABIS RETAILER” means a non-storefront business that delivers medicinal cannabis as part of a retail sale to a qualified patient or their primary caregiver and that holds a Type 9 retail license from the California Department of Cannabis Control.

~~(J)~~(J) “DISPENSARY” means a facility with a storefront where Cannabis, Cannabis products, or devices for the use of Cannabis or Cannabis products are offered, either individually or in any combination, for retail sale, ~~including an establishment that delivers Cannabis and Cannabis products as part of a retail sale.~~

~~(J)~~(K) “DISTRIBUTION” means the procurement, sale, and transport of cannabis and cannabis products between entities licensed under Division 10 of the Cal. Bus. and Prof. Code, as ~~they~~ may be amended from time to time.

~~(K)~~(L) “FULLY-ENCLOSED ACCESSORY STRUCTURE” means a structure or part of a structure not exceeding 12 feet in height, which is physically detached from the main building on the lot and the use of which is incidental to that of the main building or use on the same lot. A structure that is incorporated within the continuous roofline of the primary structure is part of the primary structure and is therefore exempt from this definition.

~~(L)~~(M) “MANUFACTURE CANNABIS” means to compound, blend, extract, infuse, or otherwise prepare a Cannabis product.

~~(M)~~(N) “MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the Cal. Bus. and Prof. Code, as ~~the same~~ may be amended ~~from time to time~~.

(O) “MEDICINAL CANNABIS” or “MEDICAL CANNABIS” has the meaning set forth in Business and Professions Code section 26001(am), as may be amended, and includes Cannabis or a Cannabis Product, respectively, intended to be sold or donated for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found in Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a Physician’s Recommendation, or in compliance with any compassionate use, equity, or other similar program administered by a local jurisdiction.

~~(N)~~(P) “MOBILE MARIJUANA DISPENSARIES” means any dispensary, clinic, cooperative, association, club, business, or group which transports or delivers, or arranges the transportation or delivery, of medical Cannabis to a person or conducts sales of Cannabis from a non-fixed location.

~~(P)~~(Q) “PERSON” means any individual, firm, corporation, association, club, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer or salesperson.

~~(P)~~(R) “PERSONAL CANNABIS CULTIVATION” means Cannabis cultivation of six or fewer live Cannabis plants within a single private residence or a fully-enclosed accessory structure that is accessory to a private residence in accordance with Cal. Health & Safety Code § 11362.2.

(S) “PHYSICIAN’S RECOMMENDATION” has the meaning set forth in Business and Professions Code section 26001(at), as may be amended, and means a recommendation by a physician and surgeon that a patient use Cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

(T) “PRIMARY CAREGIVER” has the meaning set forth in Health and Safety Code sections 11362.7(d) and (e), as may be amended.

~~(Q)~~(U) “PRIVATE RESIDENCE” means a house, an apartment unit, condominium, or other similar dwelling that is lawfully used as a residence.

(V) “QUALIFIED PATIENT” has the meaning set forth in Health and Safety Code 11362.7(f), as may be amended.

§16.79.030 PROHIBITION.

(A) Unless otherwise provided by California law, Commercial-commercial cannabis activities ~~of all types are~~ expressly prohibited in all zones in the city except that a delivery-only medicinal cannabis retailer may be conditionally permitted in the Industrial (I) Zone in accordance with §16.79.050. No person shall establish, operate, conduct, or allow, a commercial cannabis activity anywhere in the city. To the extent that this prohibition conflicts with any other provision of this code, this prohibition shall control.

(B) Mobile marijuana dispensaries are prohibited in all zones within the city. No person shall:

(1) Locate, operate, own, suffer, allow to be operated or abide, abet or assist in the operation of any mobile marijuana dispensary within the city;

(2) Deliver marijuana to any location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose; or

(3) Deliver from a mobile marijuana dispensary any medical cannabis product, including, but not limited to: tinctures, baked goods, or other consumable products, to any

location within the city from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

(C) This section is meant to prohibit all activities for which a state license is required with the exception of delivery-only medicinal cannabis retailers. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity other than to delivery-only medicinal cannabis retailers— for which a state license is required under the MAUCRSA. The city shall also not issue any local license for any activity for which a state license is required under the MAUCRSA to a non-profit entity pursuant to Cal. Bus. and Prof. Code § 26070.5.

~~(D) — To the extent not already prohibited above, all deliveries of Cannabis or Cannabis products, to or from any location in the city are expressly prohibited. No person shall conduct or perform any delivery of any Cannabis or Cannabis products which delivery either originates or terminates within the city. This section shall not prohibit any person from transporting Cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.~~

~~(E)~~(D) To the extent not already prohibited above, cultivation of Cannabis for noncommercial purposes, including cultivation by a qualified patient or primary caregiver as those terms are defined in state law, is expressly prohibited in all zones in the city. No person shall cultivate any amount of Cannabis in the city, even for medicinal purposes, except for personal Cannabis cultivation in accordance with § 16.79.040 below, and where the city is preempted by federal or state law from enacting a prohibition on such activity.

(E) This section does not prohibit Cannabis testing laboratories, which are laboratories and permitted in all zones where laboratories are permitted.

(F) This section does not prohibit the activities of delivery-only, non-storefront medicinal cannabis retailer(s) as required by the Medicinal Cannabis Patients' Right of Access Act ~~state law~~ and in accordance with § 16.79.050.

~~(F)~~(G) This section does not prohibit the retail sale by delivery of medicinal cannabis to qualified patients or their primary caregivers within the city's jurisdiction, as required by the Medicinal Cannabis Patients' Right of Access Act. The cannabis retailer fulfilling the delivery must hold the required state license issued by the California Department of Cannabis Control and must obtain a city business license. All delivery vehicles must be maintained in good working order and may not feature any form of advertisement or identifiable marking related to cannabis or cannabis products.

§16.79.040 PERSONAL CANNABIS CULTIVATION PERMIT.

(A) Permit required. Prior to commencing any personal Cannabis cultivation, the person(s) owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises where personal Cannabis cultivation is proposed to occur must register for a personal Cannabis cultivation permit with the city. No person shall engage

in personal marijuana cultivation unless that person has a current valid personal Cannabis cultivation permit from the city, pursuant to this chapter.

(B) Personal Cannabis cultivation application. An applicant shall submit a complete personal Cannabis cultivation application to the Director on a form provided by the city, and proof of payment of the permit fee, in an amount set by resolution of the City Council. Within 30 calendar days of receiving the application, the Director shall either accept the application for processing, or return the application to the applicant with a written description of the reasons for rejection of the application. The cultivation application shall include the following information:

- (1) The property address where the Cannabis will be cultivated;
- (2) The name and age of each person owning, leasing, occupying or having charge of any legal parcel or premises where Cannabis will be cultivated;
- (3) The name and age of each person who will participate in the Cannabis cultivation;
- (4) Property owner acknowledgment of personal Cannabis cultivation at the subject property, affirmed under penalty of perjury, if the property owner is different from the applicant;
- (5) A cultivation plan which includes a scaled property site plan and a scaled diagram of the floor plan within the residence or fully-enclosed accessory structure to be used for personal cultivation at the personal Cannabis cultivation site, and an itemized list of measures taken to comply with the provisions of this section including, but not limited to, odor control, security, electrical and building and safety provisions, as well as any Cannabis accessories that will be used for personal Cannabis cultivation; and
- (6) A signed consent form authorizing city staff, including the Fire and Police Department, the authority to conduct an inspection of the site used for the personal cultivation of Cannabis, upon 24-hours' notice for the purpose of verifying compliance with this chapter.

(C) Application approval. Upon verification of the information described in division (B), above, the Director shall issue a notice of decision of a personal marijuana cultivation permit within 60 calendar days, pursuant to the following findings:

- (1) The applicant meets all the requirements of this section, and any regulations promulgated under this chapter.
- (2) The applicant for the permit and the personal Cannabis cultivation site are both in compliance with state law, including but not limited to, Cal. Health and Safety Code §§ 11362.1, 11362.2 and 11362.3, as may be amended.

(D) Permits not transferable. A personal Cannabis cultivation permit issued pursuant to this chapter is non-transferable and is specific to the permit holder and the private residence or fully-enclosed accessory structure for which it is issued.

(E) Permit renewal. A personal Cannabis cultivation permit issued under this chapter shall automatically expire one year after the notice of decision. Permit renewal shall be requested through compliance with the procedures for issuance of a permit as provided in this section. An applicant for a permit renewal shall be required to pay a permit renewal fee in an amount to be set by resolution of the City Council. However, an applicant for permit renewal shall not be required to submit a new cultivation plan (pursuant to division (B)(5) above), provided the personal Cannabis cultivation site follows the original cultivation plan and the permit holder is not engaged in additional or expanded Cannabis cultivation, as affirmed in the renewal form. Renewal applications must be received at least 30 calendar days prior to such expiration.

(F) Permit revocation. Permits issued under this section may be revoked by the Director, following notice to the permit holder and an opportunity to submit written comments on the proposed revocation, upon making any of the following findings:

(1) The permit was issued in error or the cultivation plan (pursuant to division (B)(5) above) included incorrect information;

(2) The Cannabis cultivated at the personal cultivation site has been sold or used for any commercial activity which is prohibited under this chapter, or any other use or activity has occurred that is prohibited by Cal. Health and Safety Code §§ 11362.1, 11362.2 or 11362.3, as may be amended;

(3) Violation of any of the provisions of this chapter has occurred at the Cannabis cultivation site;

(4) The personal Cannabis cultivation site has become a public nuisance or has been operated in a manner constituting a public nuisance;

(5) The Cannabis cultivation is not in compliance with the conditions of the permit; or

(6) (a) The permit holder has engaged in an activity for which the personal Cannabis cultivation permit could have been denied originally.

(b) Appeals. The applicant may appeal the Director's decision on an application, renewal or revocation of a personal Cannabis cultivation permit to the Planning Commission and the Planning Commission's decision to the City Council, pursuant to Chapter 16.206 of the code. An appeal of a decision on a personal Cannabis cultivation permit is not timely if not filed within 15 days of the date of the notice of the Director's (or Planning Commission's) decision.

(G) (1) Personal Cannabis cultivation is only permitted when all of the following conditions and standards are met:

(2) Generally:

(a) Residence. Personal Cannabis cultivation is permitted only on parcels with residential units where the personal Cannabis cultivation permit holder resides full-time. Personal Cannabis cultivation permit holders shall not participate in personal Cannabis cultivation in more than one location within the city. Personal Cannabis cultivation activities may only occur within a residential unit, garage or fully-enclosed accessory structure.

(b) Visibility. From the public right-of-way, there shall be no exterior evidence of personal Cannabis cultivation. All personal Cannabis cultivation authorized by this section shall be conducted inside a private residence or within a fully-enclosed accessory structure.

(c) Security. Any structure used for personal Cannabis cultivation shall be secured with locks to prevent unauthorized entry and/or theft, and remain secure at all times.

(d) Code compliance. The personal Cannabis cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste. The cultivation area shall be in full compliance with the city Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code.

(e) Number of plants. Cultivation shall not exceed six living marijuana plants of any size per private residence.

(f) Cultivation area. Personal marijuana cultivation must occur within a cumulative area totaling no larger than 100 square feet.

(g) Ventilation. Any multi-family dwelling used for personal marijuana cultivation must have a ventilation and filtration system installed in the dwelling unit that shall prevent marijuana plant odors from exiting the interior of the unit, and shall comply with all applicable building code regulations, including obtaining all required permits and approvals for the ventilation and filtration system. Personal Cannabis cultivation shall not create humidity or mold within the private residence or fully-enclosed accessory structure in violation of the Building Code, as adopted by the city, or the city's health and safety regulations, as codified in Chapter 150 Building Regulations of the city municipal code.

(h) Residential structure. The primary residence shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for Cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping, and bathing.

(i) Accessory structure. A fully-enclosed accessory structure, as defined herein, shall be located within the rear yard area of any legal parcel or premises.

The structure shall maintain a minimum setback of 10-feet from any property line and the marijuana plants shall not be visible from outside the structure.

(H) Upon 24-hours' notice, the city may conduct an inspection of the private residence or fully enclosed accessory structure used for personal Cannabis cultivation for the purpose of verifying compliance with this chapter.

§ 16.79.050 MEDICINAL CANNABIS RETAILER (DELIVERY ONLY)

(A) A Conditional Use Permit issued pursuant to Chapter 16.218 for a delivery-only medicinal cannabis retailer must include, as conditions of approval, the operational standards set forth in this section. In addition, the Conditional Use Permit must incorporate by reference an operations plan approved by the police chief, that implements not only the operations standards set forth in this section, but such additional conditions that the police chief finds reasonably necessary to implement the purpose of this chapter when considering the location and size of the proposed delivery-only medicinal cannabis retailer.

(B) Operational standards.

- 1) All delivery-only medicinal cannabis retailers shall be located in the Industrial (I) zoning district only and operate ~~as a non-storefront, delivery only business~~ in a building suitable for such operations.
- 2) All delivery-only medicinal cannabis retailers shall be in full compliance with the city Building Code, Electrical Code, Mechanical Code, Plumbing Code, Fire Code and any other city, county, state, or federal requirements prior to commencing operations, including obtaining all necessary permits and a city business license, and payment of all required fees.
- 3) In order to operate, a delivery-only medicinal cannabis retailer must obtain and maintain both licensure from the California Department of ~~Cannabis Control~~ and a city business license.
- 4) It is unlawful for alcohol or tobacco to be sold.
- 5) It is unlawful for cannabis or cannabis products to be publicly visible from the exterior of the property.
- 6) Each delivery-only medicinal cannabis retailer must provide the ~~Community and Economic Development Director~~, or designee, with the name and telephone number of an on-site employee or owner to whom emergency notice can be provided. The telephone number provided must be capable of accepting recorded voice messages in the event the contact person does not answer.
- 7) Uniformed security personnel must be employed to monitor all entrances and exits during all hours of operation. Every security guard employed by or provided by the dispensary must be currently licensed by the California Bureau

of Security and Investigative Services and in possession of a valid "guard card." The number of such security personnel must be set forth in the operations plan.

- 8) Odor control devices and techniques must be incorporated to ensure that odors from cannabis and cannabis products are not detectable outside of the building or in any tenant space or area adjacent to the building.
- 9) All law enforcement personnel seeking admission to the premises for the purpose of ascertaining compliance with the standards and regulations of this Code must be given unrestricted access to all areas of the premises at all times during hours of operation. Consent to such unrestricted access must be acknowledged by the permittee and included within the operations plan.
- 10) The premises must have a professionally installed, maintained, and monitored alarm system as approved through the operations plan.
- 11) All food products, food storage facilities, food-related utensils, equipment and materials must be approved, used, managed and handled in accordance with the provisions of the California Retail Food Code (Health and Safety Code Section 113700, et seq.). All food products must be protected from contamination at all times, and all food handlers must be clean, in good health, and free from communicable diseases. The Ventura County Department of Public Health may inspect the dispensary at any time during business hours to ensure compliance with state and local laws.
- 12) No delivery driver may carry more than two hundred dollars in cash while engaged in the service of delivering cannabis or cannabis products, and shall not wear any clothing, headwear, or accessory featuring any form of advertisement or identifiable marking related to cannabis or cannabis products.
- 13) Delivery vehicle(s) shall be maintained in good working order and shall not feature any form of advertisement or identifiable marking related to cannabis or cannabis products.
- 14) Violation of any operational standard or city, county, state, or federal law may result in revocation of the retailer's Conditional Use Permit.

§16.79.060 ADMINISTRATIVE REGULATIONS.

The City Manager and his/her designee is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this chapter.

§16.79.070 VIOLATIONS.

In addition to any other remedy available under law, violations of this subchapter are subject to the administrative citations and penalties provisions in Title 1, Chapter 14, of this code.

§16.79.080 PUBLIC NUISANCE.

Any use or condition caused, or permitted to exist, in violation of any provisions of this subchapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure section 731 or any other remedy available to the city.

ATTACHMENT B

PC RESOLUTION NO. 3864

RESOLUTION NO. 3864

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA PAULA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 16.79 “REGULATION OF CANNABIS ACTIVITIES” OF THE SANTA PAULA MUNICIPAL CODE AND OTHER AFFECTED CODE SECTIONS TO ALIGN WITH SENATE BILL (SB) 1186, AND FIND THAT THE ORDINANCE IS NOT A “PROJECT” OR IS OTHERWISE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to amend the City’s municipal code when deemed necessary and appropriate by the City Council; and

WHEREAS, in 2022, the California Legislature approved, and the Governor signed into law, Senate Bill 1186 (“SB 1186”) amending state cannabis law effective January 1, 2024;

WHEREAS, the City desires to amend its local regulatory scheme to allow for the retail sale by delivery of medicinal cannabis consistent with SB 1186’s changes to state law; and

WHEREAS, on January 28, 2025, the Planning Commission held a duly-noticed public hearing to consider the attached Ordinance; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SANTA PAULA DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the Planning Commission.

SECTION 2. CEQA. The Planning Commission recommends that the City Council find that the amendment is statutorily exempt from the California Environmental Quality Act (“CEQA”) in that it will have no significant adverse impacts on the environment as it simply updates existing operating standards related to medicinal cannabis delivery to be consistent with State requirements and is similar in nature to other delivery services that occur throughout the City on a daily basis. Furthermore, the amendment is exempt from CEQA Chapter 3 of Title 14 of the California Code of Regulations beginning at Section 15000, specifically: Section 15060(c)(2), because the proposed Ordinance will not result

in a direct or reasonably foreseeable indirect physical change in the environment; and Section 15061(b)(3), because the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 3. General Plan. The Planning Commission hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 65860.

SECTION 4. Recommended Ordinance. Given the foregoing, and based on the entire record before the Planning Commission, the Planning Commission hereby recommends that the City Council adopt an ordinance amending Santa Paula Municipal Code Chapter 16.79 Regulation of Cannabis Activities as shown in Exhibit “A” and amending *Table 21-1 Permitted and Conditional Uses – Industrial Zones* of Santa Paula Municipal Code Section 16.21.020 as follows (~~strikethrough~~ means deleted text and **underlined** means added text):

TABLE 21-1 <i>Permitted and Conditional Uses - Industrial Zones</i>			
<i>Use</i>	<i>LI</i>	<i>I</i>	<i>M-1</i>
Accessory buildings necessary to use located on same lot or parcel	P	P	P
Adult Entertainment Establishment (see Chapter 16.54)	X	C*	X
Alcohol and Alcoholic Beverages Manufacturing	X	C	C
Animal Hospitals, Kennels & Veterinary Clinic	P	C	P
Automobile Service Station (fuel sales; see Chapter 16.72)	C*	C*	C
Automobile Repair and/or Tune-up Shop	C	C	P ¹
Automobile dismantling	X	X	C
Assembly (small scale, see definition)	P	P	P
Assembly (large scale, see definition)	C	P	P
<u>Cannabis Delivery (delivery-only medicinal cannabis retailer, see definition)</u>	<u>X</u>	<u>C*</u>	<u>X</u>
Cannabis Delivery	X	X	X
Commercial Cannabis Activities (<u>see Chapter 16.29</u>)	X	X	X
Cultivation of Cannabis or Medical Marijuana	X	X	X

SECTION 5. Effective Date. This Resolution takes effect immediately upon adoption.

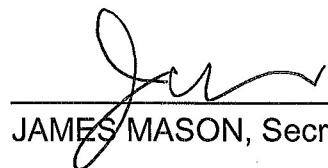
SECTION 6. Certification; Records. The Planning Commission Secretary shall attest as to the adoption of this Resolution and cause the same to be maintained in the permanent records of the City.

APPROVED AND ADOPTED THIS 28th DAY OF JANUARY, 2025, BY THE SANTA PAULA PLANNING COMMISSION.

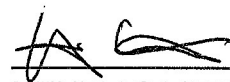
BY:


GRACE KELLY, Chair

ATTEST:


JAMES MASON, Secretary

APPROVED AS TO FORM:


HENRY CASTILLO, Assistant City Attorney

ATTACHMENT C

SENATE BILL 1186 (“SB 1186”) TEXT

**BUSINESS AND PROFESSIONS CODE - BPC****DIVISION 10. Cannabis [26000 - 26325]** (*Heading of Division 10 amended by Stats. 2017, Ch. 27, Sec. 3.*)**CHAPTER 26. Medicinal Cannabis Patients' Right of Access Act [26320 - 26325]** (*Chapter 26 added by Stats. 2022, Ch. 395, Sec. 2.*)

26322. (a) A local jurisdiction shall not adopt or enforce any regulation that prohibits the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers, or that otherwise has the effect of prohibiting the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers by licensed medicinal cannabis businesses in a timely and readily accessible manner, and in types and quantities that are sufficient to meet demand from medicinal cannabis patients within the local jurisdiction, including, but not limited to, regulation of any of the following that has the effect of prohibiting the retail sale by delivery of medicinal cannabis:

- (1) The number of medicinal cannabis businesses authorized to deliver medicinal cannabis in the local jurisdiction.
- (2) The operating hours of medicinal cannabis businesses.
- (3) The number or frequency of sales by delivery of medicinal cannabis.
- (4) The types or quantities of medicinal cannabis authorized to be sold by delivery.
- (5) The establishment of physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted by a licensed nonstorefront retailer, except that this paragraph shall not be construed to require the establishment of additional physical premises in a local jurisdiction that allowed medicinal cannabis retail as of January 1, 2022, and in which at least one physical premises engaged in the retail sale of medicinal cannabis, whether storefront or delivery, is already established.

(b) Nothing in this chapter shall be construed to prohibit the adoption or enforcement of reasonable regulations on retail sale by delivery of medicinal cannabis, including, but not limited to, reasonable regulations related to:

- (1) Zoning requirements that are not inconsistent with subdivision (a). If compliance with subdivision (a) would otherwise require a local jurisdiction to authorize a physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted, this paragraph shall not be construed to alter that requirement.
- (2) Security or public health and safety requirements.
- (3) Licensing requirements.
- (4) The imposition, collection, and remittance of any applicable state or local taxes upon retail sales occurring within the local jurisdiction.
- (5) Regulations consistent with requirements or restrictions imposed on cannabis businesses by this division or regulations issued under this division.

(c) Nothing in this chapter shall be construed to limit or otherwise affect the ability of a local jurisdiction to adopt or enforce any regulations on commercial cannabis operations other than retail sale by delivery of medicinal cannabis in the local jurisdiction.

(d) This section shall become operative on January 1, 2024.

(Added by Stats. 2022, Ch. 395, Sec. 2. (SB 1186) Effective January 1, 2023. Operative January 1, 2024, by its own provisions.)

ATTACHMENT D

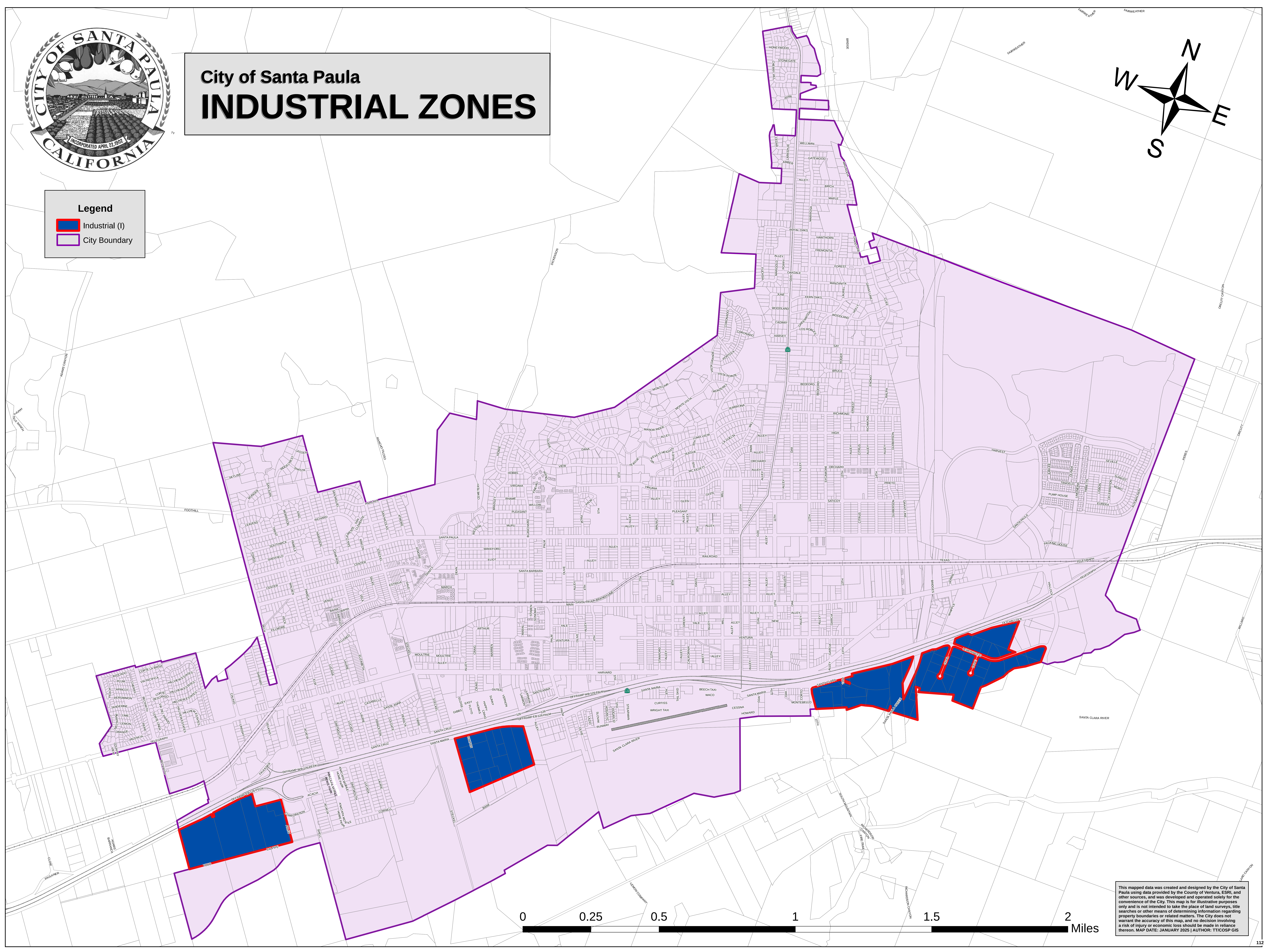
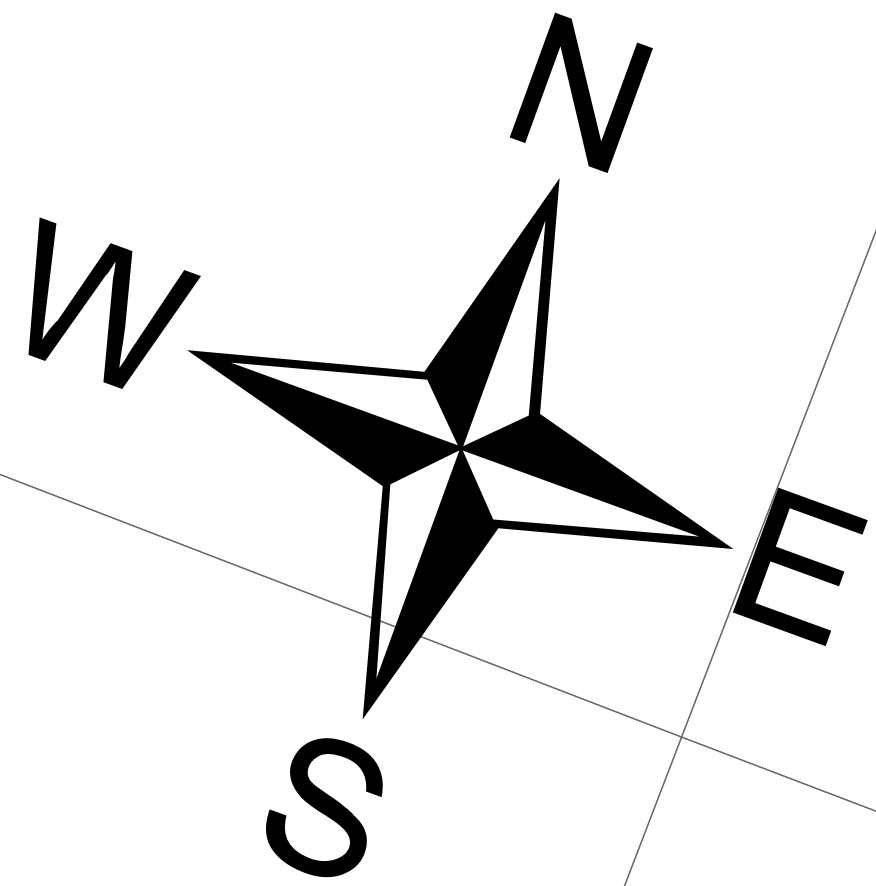
CITY MAP OF INDUSTRIAL ZONES



City of Santa Paula INDUSTRIAL ZONES

Legend

- Industrial (I)
- City Boundary



This mapped data was created and designed by the City of Santa Paula using data provided by the County of Ventura, ESRI, and other sources, and was developed and operated solely for the convenience of the City. This map is for illustrative purposes only and is not intended to take the place of land surveys, title searches or other means of determining information regarding property boundaries or related matters. The City does not warrant the accuracy of this map, and no decision involving a risk of injury or economic loss should be made in reliance thereon. MAP DATE: JANUARY 2025 | AUTHOR: TTICOSP-GIS

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: LEGISLATIVE PLATFORM UPDATE

Date: March 5, 2025

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council:

1. Review the proposed staff updates to the 2025-2027 Legislative Platform; and
2. Provide staff additional, related action that may be desirable.

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

On April 7, 2021, the City Council adopted Resolution No. 7330, establishing Santa Paula's legislative priorities. This framework was updated on March 15, 2023, with the adoption of Resolution No. 7450, setting priorities for 2023-2025 (See Exhibit A).

This structured approach provides a locally approved set of policy positions that guide the City's response to local, state, and federal legislation. As a smaller municipality, Santa Paula recognizes the importance of proactive engagement to safeguard and promote the interests of its residents and businesses. City officials and staff maintain strong relationships with legislative representatives to advocate for policies that align with the City's priorities.

Beyond legislative advocacy, this platform also helps support and inform the City's stance on other local and regional issues for which it is frequently asked to take a position. These include advocacy efforts related to the community college district, health care system, social services, and other key areas that impact the well-being of Santa Paula's community. By providing a clear policy framework, the City can engage effectively on broader regional matters that influence residents and local businesses.

By outlining clear policy positions, these priorities enable the City to respond efficiently to emerging legislative matters while preserving flexibility to address unforeseen issues. This framework allows elected officials and staff to engage quickly with legislators and government agencies to protect and advance municipal interests.

While the City had not historically maintained a formal set of legislative priorities, the Council's adoption of this structure in 2021 and subsequent update in 2023 underscores its value in

shaping effective advocacy efforts. Since adoption of the Legislative Platform in 2021, staff has drafted 71 letters of support or opposition for a variety of issues, all of which can be accessed on the City's website under Legislative Affairs.

ANALYSIS:

Current Legislative Resources

The City is a member of several organizations that analyze and advocate on legislative matters affecting municipalities. These entities provide valuable insights into proposed legislation that may impact local governance, revenue, or jurisdictional authority. Given the volume of bills introduced annually, it is impractical for individual cities to review each one, making these organizations essential resources:

- League of California Cities (League) – The League reviews all proposed legislation, identifies its potential impact on cities, and develops policy positions through member input, policy committees, and its Board of Directors. While the League does not represent individual cities, it provides guidance and advocacy resources for municipalities to engage directly with legislators. The City regularly engages with the League's Regional Representatives and participates in legislative reviews. Recently, at the 2025 City Managers Conference, City officials received updates from the Cal Cities Sales Tax Working Group on equitable distribution of sales tax from online transactions. The League also hosts legislative webinars and an annual City Leaders Summit at the State Capitol, connecting municipal leaders with lawmakers.
- Southern California Association of Governments (SCAG) – SCAG's legislative and intergovernmental relations program primarily focuses on regional issues. Through its committees and Regional Council, it adopts legislative positions and engages with lawmakers in Southern California and Sacramento. Councilmember Crosswhite represents District 47 on the SCAG Regional Council.
- Santa Paula Chamber of Commerce – While the Chamber's primary focus is business-related legislation, many issues overlap with the City's interests, such as economic development, workforce housing, homelessness, and tourism. Strengthening the City's partnership with the Chamber can enhance advocacy efforts by presenting a unified front to legislators.

Legislative Priorities

The City's legislative priorities outline its stance on key policy issues at the county, state, and federal levels. These priorities guide City Council and staff in legislative advocacy, ensuring a proactive approach to preserving local control and advancing municipal interests. The established categories include:

- Revenue & Taxation, Governance, Transparency & Labor Relations
- Homelessness, Housing, Community & Economic Development
- Transportation, Communications & Public Works
- Community Services
- Environmental Quality
- Public Safety

Policy statements within each category articulate the City's goals while allowing flexibility to address emerging legislative issues. The proposed 2025-2027 updates maintain the existing priorities from 2023-2025 while incorporating feedback from the League of Cities and Executive Directors. Changes are detailed in the attached redlined document (Exhibit B).

Legislative Procedures

Adopting these priorities streamlines the City's legislative process, enabling the City Manager and staff to respond efficiently to pressing legislation under Council direction. Staff is authorized to prepare position letters for the Mayor's signature, with copies provided to all Councilmembers. Issues not covered by the adopted priorities require further Council direction before action is taken.

Next Steps

Legislative priorities are dynamic and subject to revision as municipal needs evolve. Council feedback on the proposed 2025-2027 updates will be incorporated into a final document for future adoption by Resolution of the Council. Exhibit B provides a redlined version for review and Council should come prepared to offer any new policy provisions not currently covered by the platform.

STRATEGIC PLAN:

This item is not a specific goal or objective in City Council's two-year Strategic Plan, however, many of the platform's policy statements support the goals and objectives of the Strategic Plan.

FISCAL IMPACTS:

There are no direct costs associated with future adoption of the 2025-2027 Legislative Platform.

OPTIONS:

City Council has the following options available:

1. Direct staff to make additional revisions to the proposed 2025-2027 Legislative Platform based on City Council's feedback and return with a final copy and adopting Resolution;
2. Conduct a Study Session to further discuss public policy areas and/or associated platform statements; or
3. Reject an update to the 2023-2025 Legislative Platform altogether.

ATTACHMENTS:

[Exhibit A - 2023-25 Legislative Platform Final.pdf](#)

[Exhibit B - 2025-2027 Santa Paula Legislative Platform redline.pdf](#)



City of Santa Paula

Legislative Platform



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About Us

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 4.6 square miles and has a population (as of the 2020 Census) of 29,321 residents with the population being 82% Latino/Hispanic with a median age of 31 years.



City Council

ANDY SOBEL	Mayor
LESLIE CORNEJO	Vice-Mayor
PEDRO CHAVEZ	Councilmember
JENNY CROSSWHITE	Councilmember
CARLOS JUAREZ	Councilmember

Introduction & Purpose

The purpose of the City of Santa Paula's Legislative Platform is to promote the adoption of state and federal legislation that will establish sound public policy for responsible local governance; protect and enhance public health, safety and welfare; and aid the City's delivery of high-quality services to its residents.

The Legislative Platform articulates the City's positions on issues that are currently, or are anticipated to be, the focus of future legislation by the county, state or federal governments. The overarching position is to challenge county, state, or federal legislation or policies that are overly prescriptive or inflexible with respect to costs, implementation strategies and retaining reasonable local control, or conversely to support legislation that supports the City's autonomy or works to improve quality of life.

City of
Santa
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Scope

The positions contained in the Platform supplement the broad range of goals, policies and programs reflected in the Santa Paula Strategic Plan, the General Plan, the Municipal Code and other adopted documents. Therefore, advocacy efforts may be based on references articulated in these policy documents as they provide current direction for the City organization.

City departments are authorized to review proposed legislation to determine how it relates to the City's Legislative Platform and to recommend that the Mayor take a position on legislation that the department determines to be "high priority" and write letters, contact legislators, and otherwise communicate the position of the City as appropriate. The Mayor, or his/her designee, after conferring with City staff, may make contact with legislators to advocate for or against legislation consistent with the Legislative Platform.

Before taking a position on any legislation, City staff and elected officials will conduct the necessary due diligence in respect to any communication or correspondence to ensure the City, nor its residents, are drawn into any controversial or overtly political positions which could lead to distraction or setbacks of productive governance. Where there is doubt, staff will consult with the Mayor as to whether the item warrants full Council consideration.

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Section I. Revenue & Taxation

A. Local Government Finance

1. Support legislation that provides tax reform to mitigate negative fiscal impacts to local governments from past and present tax revenue shifts away from local governments.
2. Support legislation that grants full cost reimbursement to local agencies by the state and federal government for all mandated programs.
3. Support legislation that ensures the retention of existing local revenue sources, including the City's share of property taxes, sales and use taxes, transient occupancy taxes, vehicle license fees, development fees, etc.
4. Support legislation that authorizes a simple majority of the voters in a city to establish local priorities such as the right to increase taxes or issue general obligation bonds.
5. Oppose legislation that further limits cities' ability to administer their own revenues. For example, "maintenance of effort" requirements which create financial limitations on cities.
6. Oppose legislation that delays the payment of revenues due the City.
7. Support legislation that will enhance revenue for cities.
8. Support legislation that bolsters local authority to enforce local ordinances and tools to collect revenue associated with short-term vacation rentals.
9. Oppose legislation that undermines the City's ability to manage financial resources and limits decisions regarding the long-term interests of local residents.
10. Support legislation which streamlines the creation and expands the applicability of Infrastructure Finance Districts as well as Enhanced Infrastructure Finance Districts.
11. Oppose legislation that threatens tax exemption for municipal bonds, including reinstating authority to issue tax-exempt advance refunding bonds.
12. Oppose legislation efforts which makes it harder and more expensive for the City to impose or adjust various fees.
13. Support legislation which allows the City greater flexibility to achieve higher reserve yields while still being mindful of risk.



B. Property Tax Appeals Process

1. Support legislation that changes the property tax appeals procedures providing each public agency receiving property tax with the legal standing to appear and be heard at any property tax appeal affecting property tax revenue received by such agency.
2. Support legislation that would require the California Department of Tax and Fee Administration to inform local jurisdictions in a timely manner of Sales Tax disputes prior to the issuance of adjustments to the local jurisdictions Sales Tax payment.

Section 2. Governance, Transparency and Labor Relations

A. Employee and Labor Relations

1. Support legislation that increases the transparency of all public employee compensation and benefits.
2. Support legislation that grants public pension and other post-retirement benefit reform that is fiscally responsible, sustainable, affordable, and equitable for employees and taxpayers in the long term.
3. Support legislation that streamlines the Workers' Compensation system and makes it easier for employers, employees, and health care providers to navigate.
4. Support legislation and policies that control escalating workers' compensation costs to public agencies and taxpayers.
5. Oppose legislation that limits a public sector employer's ability to conduct job related pre-employment inquiries and background checks in order to prevent physical, financial, economic and personal threats to employees and general public.
6. Support legislation that enhances tax-advantaged health saving accounts (HSAs) for employees.
7. Support legislation that enhances participation and promotes increased retirement savings in various types of deferred compensation plan.

B. Tort Reform

1. Support legislation to limit local government liability.
2. Oppose legislation that limits power of local government to negotiate indemnification protections in public contracts.
3. Support legislation to reform California's tort system to curtail unreasonable liability exposure for public agencies and restore the ability of public agencies to obtain affordable insurance.



C. Elections

1. Support legislation to reduce unnecessary and costly procedures for conducting municipal elections.
2. Support legislation that encourages and expands civic engagement and voter participation in elections.

D. Public Records Act

1. Support legislation to improve data management systems and allow public agencies greater access to data.

E. Political Reform Act/Ethics/Conflict of Interest Laws

1. Support legislation and regulations that establish sound practices and principles related to political campaigns. Regulations that would restrict or preempt local authority are opposed.
2. Support legislation designed to improve and streamline the Political Reform Act and its implementation through regulations.
3. Support legislation that increases the transparency of all public official compensation and benefits.
4. Support legislation to revise laws governing local agency transparency and ethics when it addresses material and documented inadequacies and has a reasonable relationship to resolving those problems, is internally consistent, avoids redundancy, and accommodates the practical challenges of implementation.

F. Brown Act/Public Notice

1. Support legislation modernizing the methods by which a local agency may comply with public noticing, advertisement, and posting requirements related to agendas, hearings, resolutions, ordinances and other government matters.
2. Support legislation allowing greater discretion for video-conferencing and distance attendance for noticed meetings.

City of
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Section 3. Homelessness, Housing, Community & Economic Development

A. Homelessness

1. Support legislation and local, state, and federal programs that employs evidence-based best practice strategies to reduce the number of people experiencing homelessness by preventing homelessness for those at-risk; providing emergency and transitional housing; expanding permanent affordable housing; and promoting self-empowerment through counseling, job training, and other supportive services.

2. Support legislation and local, state, and federal programs that reduce the number of people experiencing homelessness by promoting mental health and substance abuse services; providing emergency and transitional housing; expanding permanent affordable/supportive housing; and promoting self-empowerment through counseling, job training, and other supportive services for those who suffer from mental health issues and/or substance abuse.

B. Housing

1. Support legislation that increases financial assistance to local governments, nonprofit housing organizations, and public/private partnerships to provide affordable, transitional, supported, and emergency housing.

2. Support legislation that increases the City's ability to effectively compete for state and federal housing funding.

3. Support legislation and grants that promote development and enhancement of safe, affordable, sustainable, and accessible housing within the City.

4. Support legislation that provides the City with options in meeting its housing needs; or that would simplify the Housing Element review process while still recognizing the important role that California Department of Housing and Community Development plays; and still ensuring City housing needs are being met.

5. Oppose legislation that cuts funding for affordable housing and services to vulnerable populations through programs such as HOME Investment Partnerships Program (HOME) and Community Development Block Grants (CDBG).



C. Land Use Planning

1. Support legislation that promotes environmentally sustainable land use patterns, maintains safe residential neighborhoods, bolsters economic prosperity, preserves open space, and enhances the overall quality of life in the City of Santa Paula.
2. Support legislation that is consistent with the principle of local control and the local exercise of police powers over local land use.
3. Oppose legislation that limits the City's discretionary ability to approve land use patterns and entitlement applications or restrict city permitting and land use planning authority including land use processes, decisions, and fees.
4. Oppose project entitlements in areas outside the City limits, but within the City's General Plan proposed sphere of influence that do not conform to current City standards.
5. Support legislation that retains the discretion of cities to prohibit or limit their own use of power of eminent domain to acquire property.
6. Support legislation that streamlines the California Environmental Quality Act (CEQA), while supporting its goals.
7. Support CEQA reforms that work to limit project delays and costs, while supporting CEQA goals and environmental protections.

D. Regional Governance/Growth Management

1. Support legislation funding county, state and local investment in the physical infrastructure of California, including but not limited to, its roadways, bridges, railway systems, levees, dams, parks, libraries, public safety facilities, jails, prisons, and systems for delivering and treating water, wastewater and storm water.

2. Support legislation to achieve fair and proportionate representation on countywide, statewide and regional boards.
3. Support legislation encouraging regional, sub-regional or countywide cooperation in planning urban development strategies in areas such as: transportation, air quality, affordable housing and conservation; especially those that provide funding for effective implementation of agreed upon goals.
4. Oppose legislation that mandates compliance of the City's local land use authority to regional, sub regional, or Countywide plans.

E. Local Agency Formation Commissions' ("LAFCO") Policies

1. Support legislation that clarifies and redefines the sphere of influence concept to provide better planning for growth, development and service delivery while preserving agricultural and open space resources, promoting smart growth, and coordinating local and regional planning.
2. Support legislation that enhances LAFCO's ability to mitigate fiscal impacts regarding "change of organization" proposals through tax sharing conditions.
3. Support legislation aimed at creating equity in determining annexation matters, including tax reform to mitigate negative fiscal impacts to local governments from past and present tax revenue shifts away from said local governments.
4. Support legislation that amends the state's Revenue and Taxation Code so that counties are no longer allowed to block annexations in exchange for unreasonable property tax-sharing agreements.

F. Economic Development

1. Support legislation that enhances or expands community and economic development tools and funding to address revitalization and redevelopment needs.
2. Support legislation that will provide tools and incentives to support job creation and retention and address the infrastructure and jobs/housing needs and long-term affordability within the City and State.
3. Support legislation that will help cities recover from economic downturns.



Section 4. Transportation, Communication & Public Works

A. Transportation

1. Support lowering the farebox recovery ratio (the fraction of operating expenses which are required to be met by fares paid by passengers) for public transportation. Oppose legislation that would give free rides to special interest groups without a farebox ratio offset or compensation recovery.
2. Support legislation to enhance the ability of local agencies to finance local transportation programs and facilities.
3. Support legislation that ensures the City of Santa Paula receives its fair share of transportation revenue.
4. Support legislation that provides increased state and federal funding for preservation and maintenance of local streets and roads and secures the maximum amount of state and federal funding for maintenance and construction of local streets, roads, infrastructure, transportation projects and major corridors.
5. Support legislation that reduces local reliance on local gas tax revenues for roads and streets improvements and considers new alternative funding solutions with longer- term sustainability.

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6. Support legislation protecting dedicated transportation-related tax revenues and funding for transit operations and maintenance.
7. Support legislation that provides funding for development of an integrated, comprehensive, and efficient multi-modal transportation network; this includes inter- county and intra-county highways, pedestrian and bicycle, mass transit, commuter rail service, facilities and infrastructure within the region.
8. Support legislation that provides local agencies greater discretionary authority to expend available transportation funds.
9. Support legislation funding opportunities for transit and para-transit operations, including service for persons with disabilities as well as the senior citizen community.
10. Support legislation that encourages reform to expedite federal review and reduce delays in payment of local agencies and their contractors for transportation project development, right-of-way and construction activities.
11. Support legislation that increases administrative flexibility and streamlines reforms that assist cities with operating and maintaining the existing transportation network; this includes lobbying for consistency between the National Environmental Protection Act ("NEPA") and the California Environmental Quality Act ("CEQA") to alleviate redundant environmental review of transportation projects which will promote expedited project delivery.
12. Support legislation that ensures transportation infrastructure funding and does not jeopardize critical projects with each reauthorization.
13. Support legislation that allows for discretion on the part of traffic engineering professionals in setting appropriate speed limits rather than having to only rely on prevailing speeds.

B. Water and Biological Resources

1. Support legislation to diversify the City's water supply resources and improve water quality in the region.
2. Support legislation that would increase funding for infrastructure to distribute reclaimed water. Support legislation that calls for the reasonable conservation of water resources.

3. Support legislation that provides user friendly federal and state rebate programs, tax credits, and other financial incentives that encourage property owners to invest in water efficient systems and landscaping.
4. Support legislation that would increase funding and flexibility for trash reduction strategies in creeks and watersheds.
5. Support legislation, funding, research, and implementation strategies based on scientific data and human/ecological risk assessment for addressing urban water and storm water runoff.
6. Support legislation for performance-based and diversified storm water protection strategies that can be adapted to local environmental conditions.
7. Oppose legislation or policies that are overly prescriptive or inflexible with respect to implementation strategies for water resources.
8. Support reasonable legislation or policy that promotes agricultural practices that are adequately protective of water quality and water resources.
9. Support legislation that would retain any Regional Board fines that are levied against storm water permit violators within the region where the violations occurred.
10. Oppose unfunded legislative actions and mandates from the State Water Resources Control Board or Regional Water Quality Control Board.
11. Support legislation and grants that promote wildlife, habitat protection, and preservation of endangered or threatened species, including care for injured wildlife, provided it does not infringe or create undue burden upon property uses and rights of residents.
12. Oppose legislation that places the burden of assessment and remediation related to manufactured products on local jurisdictions instead of manufacturers or potentially responsible parties.

C. Telecommunications and Utilities

1. Support legislation that preserves state and local authority to manage public rights-of-way including the appearance and aesthetics of equipment placed within them, and zoning and planning for the deployment of telecommunications infrastructure that protects public safety and welfare.

2. Oppose legislation that pre-empts the City's authority to negotiate compensation paid to cities for the use of their property and rights of-way for telecommunications.
3. Support legislation that grants the ability of local governments to provide electricity and ancillary services to residential, commercial and industrial sectors.
4. Support legislation that grants cities' authority to zone and plan for the deployment of telecommunications infrastructure.
5. Support legislation that protects cities' ability to maintain and manage the public right-of-way and negotiate compensation for its use.
6. Support legislation to specifically allow municipalities to use public goods funds for development of renewable energy sources and require public utilities to improve and expand incentive structures for renewable energy generation.
7. Oppose legislation that erodes the ability of local governments to maintain existing fees on telecommunications services.
8. Support legislation that would result in lower energy rates for the residents and businesses of the City of Santa Paula including funding that assists with the conversion of outdated energy systems to new energy efficient options.
9. Support legislation that improves the reliability and consistency of electrical supply and improves transmission of electricity to local governments and their communities.
10. Support legislation that increases broadband funding support and coordination to eliminate the digital divide.
11. Support legislation that considers internet access a necessity for quality of life.
12. Support legislation that enhances the public power options available to local governments and oppose legislation that reduces the public power options available to local governments.

D. Contracts

1. Support legislation that allows cities the option to use design/build contracting and other innovations designed to bring efficiency to the public contracting process.
2. Support legislation that preserves a minimum 5 percent retention for construction contracts.
3. Support legislation to maintain maximum local flexibility in the area of contracting and contract negotiations.



Section 5. Community Services

A. Parks and Recreation

1. Support legislation and park bond measures that provide per capita grants to local governments that fund parks, recreation and capital improvements, as well as programs that enhance the quality of life for City of Santa Paula residents.
2. Support legislation to develop regional and state parks and connecting trail systems.
3. Support legislation that increases funding to repair, maintain and develop state and local park and facility infrastructures.

B. Facilities

1. Support legislation, grants and low-cost financing that provide for construction, rehabilitation and maintenance of public facilities.

C. Libraries

1. Support legislation and grants that provide increased funding and development for library programs and services, construction, renovation and technology.
2. Support legislation that restores state funding for public libraries.

3. Support local legislation that provides additional funding for the Blanchard Community Library.

D. Arts, Cultural Resources and Historic Preservation

1. Support legislation providing funding for local arts activities and historic preservation.

2. Support legislation providing funding for high quality art and music programs in schools and for the community at large.

3. Support efforts to restore historic structures through tax incentives, grant funding and State and Federal subsidies.

E. Family Services

1. Support legislation and grants that provide for the overall wellbeing and physical, mental and emotional health of individuals within the City of Santa Paula including children, youth, seniors, and persons with disabilities.

2. Support legislation and grants that provide affordable, quality prenatal care and child care services and assistance to low-income families.

3. Support legislation and grants that facilitate the provision of recreational activities for all segments of our population.

4. Support legislative reforms in healthcare policy that address prevention, promote health and wellness, and encourage affordability and cost containment.

5. Support legislation and policies that promote mental health and substance use disorder services and make resources available that support and assist members of our community.

6. Support legislation and grant programs that provide funding for youth programs, such as job training programs, after school programs, educational programs and those designed specifically for transitional and marginalized youth.

7. Support legislation and grants that provide services for senior citizens and individuals with disabilities; services will specifically include nutrition, housing, transportation, recreation, and social services.

8. Support legislation and grants that addresses the needs of at-risk youth, juvenile offenders and juveniles that are placed on court-ordered probation by providing youth development and youth employment programs and opportunities.



9. Support legislation that provides funding at the local level to address gang prevention and intervention programs including after school programs for at- risk teens.

10. Support legislation that educates and protects children from nicotine, alcohol, cannabis and other drugs.

11. Support legislation that encourages and funds safe routes to schools including enforcement of school zone speed limits.

12. Support legislation and efforts related to Pre-K providers and local community colleges to provide and improve available educational opportunities in our community.

F. Animal Welfare

1. Support legislation that facilitates responsible pet ownership.

2. Support legislation that supports humane treatment of animals and increases the penalties for animal abuse.

Section 6. Environmental Quality

A. Climate Adaptation and Sustainability

1. Oppose legislative infringement on local control and authority to plan for and adapt to future climate conditions, including sea level rise, precipitation patterns, temperatures, and air quality attainment strategies.
2. Support legislation that provides funding and incentives for local governments to work together on local and regional energy and climate mitigation, adaptation and resilience initiatives to improve air quality by reducing emissions and to advance economic, social, as it relates to environmental equity.
3. Support legislation that holds gross polluters (those which exceed current standards) directly accountable for increased emissions.
4. Support legislation that supports energy resiliency programs in addition to providing incentives and grants for their implementation.
5. Support legislation and California Public Utility Commission and California Energy Commission regulatory actions and legislative activities that are favorable to community resiliency, energy efficiency and local distributed energy generation, renewable energy, energy storage, electrification initiatives, and Community Choice Energy programs.
6. Oppose regulatory requirements that create unnecessary and/or unintended barriers to implementation of renewable energy programs and projects.
7. Support legislation to increase state and federal funding for reforestation.
8. Support legislation that provides funding and other incentives for the installation of charging stations for “low” and “zero emission” vehicles.
9. Support legislation and funding for the procurement of mandated electric fleet vehicles within reasonable timelines and, more importantly, the necessary supporting infrastructure. Advocate for fuel diversity of medium and heavy-duty fleet vehicles to provide reliable power when vehicle charging is unavailable due to power outages.
10. Support legislation enhancing building energy efficiency standards and building safety standards.
11. Oppose legislation that diminishes the authority of local jurisdictions to enforce building codes or mandates the manner of enforcement

12. Support legislation that provides federal and state rebate programs, tax credits, and other financial incentives that encourage property owners to invest in energy efficiency and renewable energy systems.

13. Support legislation within reason to ensure that new construction and major renovations include smart meters, pre-wiring of buildings to accommodate future GHG-reducing retrofits such as solar hot water heaters, photovoltaic (PV) panels, or other distributed renewable power sources and metered charging outlets in parking areas for electric vehicles.

14. Support legislation that promotes the use of green building rating systems for new construction and existing buildings as one of several model options for achieving verifiable greenhouse gases emissions reductions and improving energy efficiency.

B. Oil and Gas Cleanup, Restoration, and Oil-Spill Prevention

1. Support legislation that results in the restoration of areas affected by existing or former oil and gas facilities.

2. Support legislation to fund oil-spill prevention and response as well as to remediate improperly abandoned legacy oil and gas wells.

C. Solid Waste

1. Support legislation that provides state funding to local governments to facilitate implementation of all applicable waste reduction goals mandated by state solid waste diversion and recycling legislation.

2. Support legislation that facilitates the installation of regional organics processing infrastructure (anaerobic digester facilities) and associated state funding to local governments as required for SB 1383 regulatory compliance.

3. Support legislation that expands the market for recyclable materials and encourages meeting state and local commercial recycling goals.

4. Oppose legislation that dictates greenhouse gas emissions strategies that are not based on scientific data or credible information.

City of Santa Paula

5. Support legislation that provides greater flexibility and diversification in the use of methane-reducing technologies and strategies with respect to food-based (organics) greenhouse gas emissions and that increases state and local funding to support the development of new organic waste recycling infrastructure and programs.
6. Support legislation that enhances local authority and flexibility to regulate solid waste and recyclables.
7. Support legislation that streamlines compliance and implementation of the Integrated Waste Management Act.
8. Oppose legislation that invalidates the Integrated Waste Management Act indemnification and/or prevent cities from negotiating indemnification clauses with waste haulers.
9. Support legislation that increases local funding to governments and special districts for the collection of household waste.
10. Support legislation that reasonably reduces the toxic and non-reusable waste load.
11. Support Extended Producer Responsibility (EPR) legislation to encourage manufacturers to design environmentally friendly products by holding producers responsible for the costs of managing their products at end of life.





Section 7. Public Safety

A. Public Safety.

1. Support legislation to provide state and federal funding to support local law enforcement through equipment upgrades, capital improvements, training, and emergency preparedness initiatives.
2. Support legislation that provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
3. Support legislation that seeks to reimburse the City for the overtime costs associated with public safety personnel who are required to appear before state or county courts.
4. Support legislation that: a) promotes comprehensive drug and alcohol education and rehabilitation; b) discourages drivers from operating motor vehicles while under the influence of drugs or alcohol; and, c) maintains state funding necessary to post and operate sobriety and driver's license checkpoints.
5. Support legislation that seeks funding to assist local law enforcement with crime prevention and reduction.
6. Support legislation that provides flexible block grants to local governments that improve security and public safety at the local level.
7. Support legislation and grants that promote Crisis Intervention Team training for local law enforcement agencies in order to reduce arrests of people with mental illness and increase law enforcement's ability to do their job safely and effectively.
8. Support legislation that grants federal funding for first responder training and improved communications systems as part of Homeland Security.
9. Support legislation that mitigates the impacts of transferring state and federal inmates into our community.

10. Oppose legislation that eliminates local control of alcohol beverage establishments and any state or federal interference with local codes or compliance mechanisms.
11. Support legislation that promotes and increases vehicle, bicycle, scooter and pedestrian safety.
12. Support legislation that strengthens cities' authority to regulate business that serve as fronts for illegal conduct such as human trafficking and prostitution.
13. Support legislation protecting the rights of residents of all national origins, races, ethnicities, religious beliefs, genders, gender identities, and sexual orientations to reside safely in our community, free from violence and intimidation.
14. Support legislation that provides police de-escalation training and the funding for such training.
15. Oppose legislation that diminishes local authority to establish regulations regarding reasonable use of public space and appropriate behavior in public spaces.
16. Support legislation that increases the cannabis industry's access to banking systems and supports a consistency between state and federal regulation in this area.
17. Support legislation to develop processes and standards for evaluating impairment due to cannabis influence for drivers.

B. Emergency Preparedness

1. Support legislation, strategies and initiatives that provide increased state and federal funding for emergency preparedness, planning, response and recovery.
2. Support legislation that secures adequate frequencies and communications systems for multi-jurisdictional connectivity for public safety and protects the frequencies from intrusion.
3. Support legislation that increases Emergency Management Performance Grant funding which retains flexibility of fund usage for emergency preparedness training, disaster events and disaster communication outreach efforts.
4. Support federal, state, and local regulations that provide the highest levels of public health and safety in the transportation of hazardous materials.

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5. Support legislation that ensures first responders can perform their duties during an emergency without interference from unmanned aerial systems (UAS) or drones, and legislation that provide local agencies immunity if responders damage or destroy UAS during emergency operations.

C. Crime Victims

1. Support legislation that strengthens and enforces legal protections for all individuals who are victims of crime, especially victims of family violence and sexual assault.

2. Support legislation that provides funding for shelters and victim advocacy, as well as trauma and crisis counseling to assist victims of violent crime.



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City of Santa Paula

EXHIBIT “B”

CITY OF SANTA PAULA LEGISLATIVE PLATFORM

Introduction. Purpose and Scope

The purpose of the City of Santa Paula’s Legislative Platform is to promote the adoption of state and federal legislation that will establish sound public policy for responsible local governance; protect and enhance public health, safety and welfare; and aid the City’s delivery of high-quality services to its residents.

The Legislative Platform articulates the City’s positions on issues that are currently, or are anticipated to be, the focus of future legislation by the county, state or federal governments. The overarching position is to challenge county, state, or federal legislation or policies that are overly prescriptive or inflexible with respect to costs, implementation strategies and retaining reasonable local control, or conversely to support legislation that supports the City’s autonomy or works to improve quality of life.

The positions contained in the Platform supplement the broad range of goals, policies and programs reflected in the Santa Paula Strategic Plan, the General Plan, the Municipal Code and other adopted documents. Therefore, advocacy efforts may be based on references articulated in these policy documents as they provide current direction for the City organization.

City departments are authorized to review proposed legislation to determine how it relates to the City’s Legislative Platform and to recommend that the Mayor take a position on legislation that the department determines to be “high priority” and write letters, contact legislators, and otherwise communicate the position of the City as appropriate. The Mayor, or his/her designee, after conferring with City staff, may make contact with legislators to advocate for or against legislation consistent with the Legislative Platform.

Before taking a position on any legislation, City staff and elected officials will conduct the necessary due diligence in respect to any communication or correspondence to ensure the City, nor its residents, are drawn into any controversial or overtly political positions which could lead to distraction or setbacks of productive governance. Where there is doubt, staff will consult with the Mayor as to whether the item warrants full Council consideration.

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Section 1. Revenue and Taxation

A. Local Government Finance

1. Support legislation that provides tax reform to mitigate negative fiscal impacts to local governments from past and present tax revenue shifts away from local governments.
2. Support legislation that grants full cost reimbursement to local agencies by the state and federal government for all mandated programs.
3. Support legislation that ensures the retention of existing local revenue sources, including the City’s share of property taxes, sales and use taxes, transient occupancy taxes, vehicle license fees, development fees, etc.
4. Support legislation that authorizes a simple majority of the voters in a city to establish local priorities such as the right to increase taxes or issue general obligation bonds.
5. Oppose legislation that further limits cities’ ability to administer their own revenues. For example, “maintenance of effort” requirements which create financial limitations on cities.
6. Oppose legislation that delays the payment of revenues due the City.
7. Support legislation that will enhance revenue for cities.
8. Support legislation that bolsters local authority to enforce local ordinances and tools to collect revenue associated with short-term vacation rentals.
9. Oppose legislation that undermines the City’s ability to manage financial resources and limits decisions regarding the long-term interests of local residents.
10. Support legislation which streamlines the creation and expands the applicability of Infrastructure Finance Districts as well as Enhanced Infrastructure Finance Districts.
11. Oppose legislation that threatens tax exemption for municipal bonds, including reinstating authority to issue tax-exempt advance refunding bonds.
12. Oppose legislation efforts which makes it harder and more expensive for the City to impose or adjust various fees.
13. Support legislation which allows the City greater flexibility to achieve higher reserve yields while still being mindful of risk.

B. Property Tax Appeals Process

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1. Support legislation that changes the property tax appeals procedures providing each public agency receiving property tax with the legal standing to appear and be heard at any property tax appeal affecting property tax revenue received by such agency.
2. Support legislation that would require the California Department of Tax and Fee Administration to inform local jurisdictions in a timely manner of Sales Tax disputes prior to the issuance of adjustments to the local jurisdictions Sales Tax payment.

Section 2. Governance, Transparency, and Labor Relations

A. Employee and Labor Relations

1. Support legislation that increases the transparency of all public employee compensation and benefits.

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2. Support legislation that grants public pension and other postretirement benefit reform that is fiscally responsible, sustainable, affordable, and equitable for employees and taxpayers in the long term.
3. Support legislation that streamlines the Workers’ Compensation system and makes it easier for employers, employees, and health care providers to navigate.
4. Support legislation and policies that control escalating workers’ compensation costs to public agencies and taxpayers.
5. Oppose legislation that limits a public sector employer’s ability to conduct job related pre-employment inquiries and background checks in order to prevent physical, financial, economic and personal threats to employees and general public.
6. Support legislation that enhances tax-advantaged health saving accounts (HSAs) for employees.
7. Support legislation that enhances participation and promotes increased retirement savings in various types of deferred compensation plan.

B. Tort Reform

1. Support legislation to limit local government liability.
2. Oppose legislation that limits power of local government to negotiate indemnification protections in public contracts.
3. Support legislation to reform California’s tort system to curtail unreasonable liability exposure for public agencies and restore the ability of public agencies to obtain affordable insurance.

C. Elections

1. Support legislation to reduce unnecessary and costly procedures for conducting municipal elections.
2. Support legislation that encourages and expands civic engagement and voter participation in elections.

D. Public Records Act

1. Support legislation to improve data management systems and allow public agencies greater access to data.

E. Political Reform Act/Ethics/Conflict of Interest Laws

EXHIBIT “B”

1. Support legislation and regulations that establish sound practices and principles related to political campaigns. Regulations that would restrict or preempt local authority are opposed.
2. Support legislation designed to improve and streamline the Political Reform Act and its implementation through regulations.
3. Support legislation that increases the transparency of all public official compensation and benefits.
4. Support legislation to revise laws governing local agency transparency and ethics when it addresses material and documented inadequacies and has a reasonable relationship to resolving those problems, is internally consistent, avoids redundancy, and accommodates the practical challenges of implementation.

F. Brown Act/Public Notice

1. Support legislation modernizing the methods by which a local agency may comply with public noticing, advertisement, and posting requirements related to agendas, hearings, resolutions, ordinances and other government matters.
2. Support legislation allowing greater discretion for video-conferencing and distance attendance for noticed meetings.

Section 3. Homelessness, Housing, Community, and Economic Development

A. Homelessness

1. Support legislation and local, state, and federal programs that employs evidence-based best practice strategies to reduce the number of people experiencing homelessness by preventing homelessness for those at-risk; providing emergency and

EXHIBIT “B”

transitional housing; expanding permanent affordable housing; and promoting self-empowerment through counseling, job training, and other supportive services.

2. Support legislation and funding for local, state, and federal programs that reduce the number of people experiencing homelessness by promoting mental health and substance abuse services; providing emergency and transitional housing; expanding permanent affordable/supportive housing; and promoting self-empowerment through counseling, job training, and other supportive services for those who suffer from mental health issues and/or substance abuse.

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B. Housing

1. Support legislation that increases financial assistance technical assistance, and increased flexibility within federal housing programs to local governments, nonprofit housing organizations, and public/private partnerships to provide affordable, transitional, supported, and emergency housing.
2. Support legislation that increases the City’s ability to effectively compete for state and federal housing funding.
3. Support legislation and grants that promote development and enhancement of safe, affordable, sustainable, and accessible housing within the City.
4. Support legislation that provides the City with options in meeting its housing needs; or that would simplify the Housing Element review process while still recognizing the important role that California Department of Housing and Community Development plays; and still ensuring City housing needs are being met.
5. Oppose legislation that cuts funding for affordable housing and services to vulnerable populations through programs such as HOME Investment Partnerships Program (HOME) and Community Development Block Grants (CDBG).

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C. Land Use Planning

1. Support legislation that promotes environmentally sustainable land use patterns, maintains safe residential neighborhoods, bolsters economic prosperity, preserves open space, and enhances the overall quality of life in the City of Santa Paula.
2. Support legislation that is consistent with the principle of local control and the local exercise of police powers over local land use.
3. Oppose legislation that diminishes the City’s discretionary ability to approve land use patterns and entitlement applications or restrict city permitting and land use planning authority including land use processes, decisions, and fees.

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4. Oppose project entitlements in areas outside the City limits, but within the City’s General Plan proposed sphere of influence that do not conform to current City standards.
5. Support legislation that retains the discretion of cities to prohibit or limit their own use of power of eminent domain to acquire property.
6. Support legislation that streamlines the California Environmental Quality Act (CEQA), while supporting its goals.
7. Support CEQA reforms that work to limit project delays and costs, while supporting CEQA goals and environmental protections.

D. Regional Governance/Growth Management

1. Support legislation funding county, state and local investment in the physical infrastructure of California, including but not limited to, its roadways, bridges, railway systems, levees, dams, parks, libraries, public safety facilities, jails, prisons, and systems for delivering and treating water, wastewater and storm water.
2. Support legislation to achieve fair and proportionate representation on countywide, statewide and regional boards.
3. Support legislation encouraging regional, sub-regional or countywide cooperation in planning urban development strategies in areas such as: transportation, air quality, affordable housing and conservation; especially those that provide funding for effective implementation of agreed upon goals.
4. Oppose legislation that mandates compliance of the City’s local land use authority to regional, sub regional, or Countywide plans.

E. Local Agency Formation Commissions’ (“LAFCO”) Policies

1. Support legislation that clarifies and redefines the sphere of influence concept to provide better planning for growth, development and service delivery while preserving agricultural and open space resources, promoting smart growth, and coordinating local and regional planning.
2. Support legislation that enhances LAFCO’s ability to mitigate fiscal impacts regarding “change of organization” proposals through tax sharing conditions.
3. Support legislation aimed at creating equity in determining annexation matters, including tax reform to mitigate negative fiscal impacts to local governments from past and present tax revenue shifts away from said local governments.

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4. Support legislation that amends the state’s Revenue and Taxation Code so that counties are no longer allowed to block annexations in exchange for unreasonable property tax-sharing agreements.

F. Economic Development and Workforce

1. Support legislation that enhances or expands community and economic development tools and funding to address revitalization and redevelopment needs.
2. Support legislation that will provide tools and incentives to support job creation and retention and address the infrastructure and jobs/housing needs and long-term affordability within the City and State.
3. Support legislation that will help cities recover from economic downturns.
4. Support legislation that stimulate local economies, including small business support, workforce development programs, and investments in emerging industries.
5. Support legislation for federal and state programs that provide skills training aligned with current and future job market demands, ensuring a robust and adaptable workforce.
6. Support legislative efforts that protect and strengthen Santa Paula’s workforce, ensuring economic opportunities for all residents regardless of national origin or immigration status.

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Section 4. Transportation, Communication, and Public Works

A. Transportation

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1. Support lowering the farebox recovery ratio (the fraction of operating expenses which are required to be met by fares paid by passengers) for public transportation. Oppose legislation that would give free rides to special interest groups without a farebox ratio offset or compensation recovery.
2. Support legislation to enhance the ability of local agencies to finance local transportation programs and facilities.
3. Support legislation that ensures the City of Santa Paula receives its fair share of transportation revenue.
4. Support legislation that provides increased state and federal funding for preservation and maintenance of local streets and roads and secures the maximum amount of state and federal funding for maintenance and construction of local streets, roads, infrastructure, transportation projects and major corridors.
5. Support legislation that reduces local reliance on local gas tax revenues for roads and streets improvements and considers new alternative funding solutions with longer-term sustainability.
6. Support legislation protecting dedicated transportation-related tax revenues and funding for transit operations and maintenance.
7. Support legislation that provides funding for development of an integrated, comprehensive, and efficient multi-modal transportation network; this includes inter-county and intra-county highways, pedestrian and bicycle, mass transit, commuter rail service, facilities and infrastructure within the region.
8. Support legislation that provides local agencies greater discretionary authority to expend available transportation funds.
9. Support legislation funding opportunities for transit and para-transit operations, including service for persons with disabilities as well as the senior citizen community.
10. Support legislation that encourages reform to expedite federal review and reduce delays in payment of local agencies and their contractors for transportation project development, right-of-way and construction activities.
11. Support legislation that increases administrative flexibility and streamlines reforms that assist cities with operating and maintaining the existing transportation network; this includes lobbying for consistency between the National Environmental Protection Act (“NEPA”) and the California Environmental Quality Act (“CEQA”) to alleviate redundant environmental review of transportation projects which will promote expedited project delivery.

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12. Support legislation that ensures transportation infrastructure funding and does not jeopardize critical projects with each reauthorization.
13. Support legislation that allows for discretion on the part of traffic engineering professionals in setting appropriate speed limits rather than having to only rely on prevailing speeds.

B. Water and Biological Resources

1. Support legislation to diversify the City’s water supply resources and improve water quality in the region.
2. Support legislation that would increase funding for infrastructure to distribute reclaimed water. Support legislation that calls for the reasonable conservation of water resources.
3. Support legislation that provides user friendly federal and state rebate programs, tax credits, and other financial incentives that encourage property owners to invest in water efficient systems and landscaping.
4. Support legislation that would increase funding and flexibility for trash reduction strategies in creeks and watersheds.
5. Support legislation, funding, research, and implementation strategies based on scientific data and human/ecological risk assessment for addressing urban water and storm water runoff.
6. Support legislation for performance-based and diversified storm water protection strategies that can be adapted to local environmental conditions.
7. Oppose legislation or policies that are overly prescriptive or inflexible with respect to implementation strategies for water resources.
8. Support reasonable legislation or policy that promotes agricultural practices that are adequately protective of water quality and water resources.
9. Support legislation that would retain any Regional Board fines that are levied against storm water permit violators within the region where the violations occurred.
10. Oppose unfunded legislative actions and mandates from the State Water Resources Control Board or Regional Water Quality Control Board.
11. Support legislation and grants that promote wildlife, habitat protection, and preservation of endangered or threatened species, including care for injured wildlife, provided it does not infringe or create undue burden upon property uses and rights of residents.

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12. Oppose legislation that places the burden of assessment and remediation related to manufactured products on local jurisdictions instead of manufacturers or potentially responsible parties.

C. Telecommunications and Utilities

1. Support legislation that preserves state and local authority to manage public rights-of-way including the appearance and aesthetics of equipment placed within them, and zoning and planning for the deployment of telecommunications infrastructure that protects public safety and welfare.
2. Oppose legislation that pre-empts the City’s authority to negotiate compensation paid to cities for the use of their property and rights of-way for telecommunications.
3. Support legislation that grants the ability of local governments to provide electricity and ancillary services to residential, commercial and industrial sectors.
4. Support legislation that grants cities’ authority to zone and plan for the deployment of telecommunications infrastructure.
5. Support legislation that protects cities’ ability to maintain and manage the public right-of-way and negotiate compensation for its use.
6. Support legislation to specifically allow municipalities to use public goods funds for development of renewable energy sources and require public utilities to improve and expand incentive structures for renewable energy generation.
7. Oppose legislation that erodes the ability of local governments to maintain existing fees on telecommunications services.
8. Support legislation that would result in lower energy rates for the residents and businesses of the City of Santa Paula including funding that assists with the conversion of outdated energy systems to new energy efficient options.
9. Support legislation that improves the reliability and consistency of electrical supply and improves transmission of electricity to local governments and their communities.
10. Support legislation that increases broadband funding support and coordination to eliminate the digital divide.
11. Support legislation that considers internet access a necessity for quality of life.
12. Support legislation that enhances the public power options available to local governments and oppose legislation that reduces the public power options available to local governments.

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13. Support legislation for the expansion of cybersecurity grants and resources to safeguard municipal systems against increasing cyber threats.

14. Support legislation efforts that accelerate the connectivity of public utility infrastructure to future housing and commercial development.

D. Contracts

1. Support legislation that allows cities the option to use design/build contracting and other innovations designed to bring efficiency to the public contracting process.
2. Support legislation that preserves a minimum 5 percent retention for construction contracts.
3. Support legislation to maintain maximum local flexibility in the area of contracting and contract negotiations.

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Section 5. Community Services

A. Parks and Recreation

1. Support legislation and park bond measures that provide per capita grants to local governments that fund parks, recreation and capital improvements, as well as programs that enhance the quality of life for City of Santa Paula residents.
2. Support legislation to develop regional and state parks and connecting trail systems.
3. Support legislation that increases funding to repair, maintain and develop state and local park and facility infrastructures.

B. Facilities

1. Support legislation, grants and low-cost financing that provide for construction, rehabilitation and maintenance of public facilities.

C. Libraries

1. Support legislation and grants that provide increased funding and development for library programs and services, construction, renovation and technology.
2. Support legislation that restores state funding for public libraries.
3. Support local legislation that provides additional funding for the Blanchard Community Library.

D. Arts, Cultural Resources and Historic Preservation

1. Support legislation providing funding for local arts activities and historic preservation.
2. Support legislation providing funding for high quality art and music programs in schools and for the community at large.
3. Support efforts to restore historic structures through tax incentives, grant funding and State and Federal subsidies.

E. Family Services

EXHIBIT “B”

1. Support legislation and grants that provide for the overall wellbeing and physical, mental and emotional health of individuals within the City of Santa Paula including children, youth, seniors, and persons with disabilities.
2. Support legislation and grants that provide affordable, quality prenatal care and child care services and assistance to low-income families.
3. Support legislation and grants that facilitate the provision of recreational activities for all segments of our population.
4. Support legislative reforms in healthcare policy that address prevention, promote health and wellness, and encourage affordability and cost containment.
5. Support legislation and policies that promote mental health and substance use disorder services and make resources available that support and assist members of our community.
6. Support legislation and grant programs that provide funding for youth programs, such as job training programs, after school programs, educational programs and those designed specifically for transitional and marginalized youth.
7. Support legislation and grants that provide services for senior citizens and individuals with disabilities; services will specifically include nutrition, housing, transportation, recreation, and social services.
8. Support legislation and grants that addresses the needs of at-risk youth, juvenile offenders and juveniles that are placed on court-ordered probation by providing youth development and youth employment programs and opportunities.
9. Support legislation that provides funding at the local level to address gang prevention and intervention programs including after school programs for at- risk teens.
10. Support legislation that educates and protects children from nicotine, alcohol, cannabis and other drugs.
11. Support legislation that encourages and funds safe routes to schools including enforcement of school zone speed limits.
12. Support legislation and efforts related to Pre-K providers and local community colleges to provide and improve available educational opportunities in our community.

F. Animal Welfare

1. Support legislation that facilitates responsible pet ownership.

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EXHIBIT “B”

2. Support legislation that supports humane treatment of animals and increases the penalties for animal abuse.

Section 6. Environmental Quality

A. Climate Adaptation and Sustainability

1. Oppose legislative infringement on local control and authority to plan for and adapt to future climate conditions, including sea level rise, precipitation patterns, temperatures, and air quality attainment strategies.
2. Support legislation that provides funding and incentives for local governments to work together on local and regional energy and climate mitigation, adaptation and resilience initiatives to improve air quality by reducing emissions and to advance economic, social, as it relates to environmental equity.
3. Support legislation that holds gross polluters (those which exceed current standards) directly accountable for increased emissions.
4. Support legislation that supports energy resiliency programs in addition to providing incentives and grants for their implementation.
5. Support legislation and California Public Utility Commission and California Energy Commission regulatory actions and legislative activities that are favorable to community resiliency, energy efficiency and local distributed energy generation, renewable energy, energy storage, electrification initiatives, and Community Choice Energy programs.
6. Oppose regulatory requirements that create unnecessary and/or unintended barriers to implementation of renewable energy programs and projects.
7. Support legislation to increase state and federal funding for reforestation.
8. Support legislation that provides funding and other incentives for the installation of charging stations for “low” and “zero emission” vehicles.
9. Support legislation and funding for the procurement of mandated electric fleet vehicles within reasonable timelines and, more importantly, the necessary supporting infrastructure. Advocate for fuel diversity of medium and heavy-duty fleet vehicles to provide reliable power when vehicle charging is unavailable due to power outages.

EXHIBIT “B”

10. Support legislation enhancing building energy efficiency standards and building safety standards.
11. Oppose legislation that diminishes the authority of local jurisdictions to enforce building codes or mandates the manner of enforcement.
12. Support legislation that provides federal and state rebate programs, tax credits, and other financial incentives that encourage property owners to invest in energy efficiency and renewable energy systems.
13. Support legislation within reason to ensure that new construction and major renovations include smart meters, pre-wiring of buildings to accommodate future GHG-reducing retrofits such as solar hot water heaters, photovoltaic (PV) panels, or other distributed renewable power sources and metered charging outlets in parking areas for electric vehicles.
14. Support legislation that promotes the use of green building rating systems for new construction and existing buildings as one of several model options for achieving verifiable greenhouse gases emissions reductions and improving energy efficiency.

B. Oil and Gas Cleanup, Restoration, and Oil-Spill Prevention

1. Support legislation that results in the restoration of areas affected by existing or former oil and gas facilities.
2. Support legislation to fund oil-spill prevention and response as well as to remediate improperly abandoned legacy oil and gas wells.

C. Solid Waste

1. Support legislation that provides state funding to local governments to facilitate implementation of all applicable waste reduction goals mandated by state solid waste diversion and recycling legislation.
2. Support legislation that facilitates the installation of regional organics processing infrastructure (anaerobic digester facilities) and associated state funding to local governments as required for SB 1383 regulatory compliance.
3. Support legislation that expands the market for recyclable materials and encourages meeting state and local commercial recycling goals.
4. Oppose legislation that dictates greenhouse gas emissions strategies that are not based on scientific data or credible information.

EXHIBIT “B”

5. Support legislation that provides greater flexibility and diversification in the use of methane-reducing technologies and strategies with respect to food-based (organics) greenhouse gas emissions and that increases state and local funding to support the development of new organic waste recycling infrastructure and programs.
6. Support legislation that enhances local authority and flexibility to regulate solid waste and recyclables.
7. Support legislation that streamlines compliance and implementation of the Integrated Waste Management Act.
8. Oppose legislation that invalidates the Integrated Waste Management Act indemnification and/or prevent cities from negotiating indemnification clauses with waste haulers.
9. Support legislation that increases local funding to governments and special districts for the collection of household waste.
10. Support legislation that reasonably reduces the toxic and non-reusable waste load.
11. Support Extended Producer Responsibility (EPR) legislation to encourage manufacturers to design environmentally friendly products by holding producers responsible for the costs of managing their products at end of life.

EXHIBIT “B”

Section 7. Public Safety

A. Public Safety

1. Support legislation to provide state and federal funding to support local law enforcement through equipment upgrades, capital improvements, training, and emergency preparedness initiatives.
2. Support legislation that provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
3. Support legislation that seeks to reimburse the City for the overtime costs associated with public safety personnel who are required to appear before state or county courts.
4. Support legislation that: a) promotes comprehensive drug and alcohol education and rehabilitation; b) discourages drivers from operating motor vehicles while under the influence of drugs or alcohol; and, c) maintains state funding necessary to post and operate sobriety and driver's license checkpoints.
5. Support legislation that seeks funding to assist local law enforcement with crime prevention and reduction.
6. Support legislation that provides flexible block grants to local governments that improve security and public safety at the local level.
7. Support legislation and grants that promote Crisis Intervention Team training for local law enforcement agencies in order to reduce arrests of people with mental illness and increase law enforcement's ability to do their job safely and effectively.
8. Support legislation that grants federal funding for first responder training and improved communications systems as part of Homeland Security.
9. Support legislation that mitigates the impacts of transferring state and federal inmates into our community.

EXHIBIT “B”

10. Oppose legislation that eliminates local control of alcohol beverage establishments and any state or federal interference with local codes or compliance mechanisms.
11. Support legislation that promotes and increases vehicle, bicycle, scooter and pedestrian safety.
12. Support legislation that strengthens cities’ authority to regulate business that serve as fronts for illegal conduct such as human trafficking and prostitution.
13. Support legislation protecting the rights of residents of all national origins, races, ethnicities, religious beliefs, genders, gender identities, and sexual orientations to reside safely in our community, free from violence and intimidation.
14. Support legislation that provides police de-escalation training and the funding for such training.
15. Oppose legislation that diminishes local authority to establish regulations regarding reasonable use of public space and appropriate behavior in public spaces.
16. Support legislation that increases the cannabis industry’s access to banking systems and supports a consistency between state and federal regulation in this area.
17. Support legislation to develop processes and standards for evaluating impairment due to cannabis influence for drivers.

18. Support legislation which promotes community-oriented policing and encourage federal support for local initiatives that foster trust between law enforcement and communities, emphasizing transparency and accountability.
19. Support legislation for funding and policies that integrate mental health professionals into emergency response teams to address crises involving behavioral health issues effectively.

B. Emergency Preparedness

1. Support legislation, strategies and initiatives that provide increased state and federal funding for emergency preparedness, planning, response capabilities and recovery, ensuring community safety and resilience.
2. Support legislation that secures adequate frequencies and communications systems for multi-jurisdictional connectivity for public safety and protects the frequencies from intrusion.

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3. Support legislation that increases Emergency Management Performance Grant funding which retains flexibility of fund usage for emergency preparedness training, disaster events and disaster communication outreach efforts.
4. Support federal, state, and local regulations that provide the highest levels of public health and safety in the transportation of hazardous materials.
5. Support legislation that ensures first responders can perform their duties during an emergency without interference from unmanned aerial systems (UAS) or drones, and legislation that provide local agencies immunity if responders damage or destroy UAS during emergency operations.

C. Crime Victims

1. Support legislation that strengthens and enforces legal protections for all individuals who are victims of crime, especially victims of family violence and sexual assault.
2. Support legislation that provides funding for shelters and victim advocacy, as well as trauma and crisis counseling to assist victims of violent crime.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: March 5, 2025

Agenda Item: 13.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

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

ANALYSIS:

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

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

[03.19.2025 Future Agenda Items.docx](#)



Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting March 19, 6:30pm	
PW	FEMA Flood Presentation	
P&R	Facility Generator Closeout	
CDD	Peoples Self Help – Funding	
Admin	Cruise Night Support	
Admin	Strategic Plan Update*	
PW	Pavement Management and Infrastructure Options*	
Admin	Water Bill Subsidy Options*	
	Regular Meeting April 2, 6:30pm	
Admin	City Manager Department Report	
P&R	Housing Trust Fund of VC Presentation	
P&R	California Oil Museum MOU for Building Contents	
PD	Military Equipment Annual Report	
P&R	Union Oil Building Future Users	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	TBD
Finance	Development Impact Fees (DIF)*	1 st Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	Feb / March
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8 th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
CDD	Cultural Arts Presentation*	
Legal	Fire MOU Amendment	
Legal	Development Code Amendments*	
Admin	Strategic Plan Workshops	3/31

*Activities associated with the Council's Strategic Plan