City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, OCTOBER 18, 2023

6:30 PM - City Council Regular Meeting

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

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

BRINGING ITEMS BEFORE THE CITY COUNCIL

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

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

7. **PRESENTATIONS**

   7.A **COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT (APRIL - SEPTEMBER 2023)**
   RECOMMENDATION:

   That the City Council receive and file the report.

8. **CITY COUNCIL REPORTS**

9. **CITY MANAGER REPORTS**

10. **CONSENT CALENDAR**

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

10.A **APPROVAL OF MINUTES**

RECOMMENDATION:

Staff recommends Council approve the following minutes:

- City Council Special Minutes for September 9, 2023
- City Council Regular Minutes for September 9, 2023
- City Council Special Minutes for September 19, 2023
- City Council Special Minutes for October 4, 2023
- City Council Regular Minutes for October 4, 2023
- City Council Special Minutes for October 9, 2023

10.B **AUGUST 2023 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for August 2023, starting check number 334906 and ending check number 335169.
2. Review and accept the "Certification of Salaries" for the pay period ending dates July 28th, 2023 through August 11th, 2023.

10.C **SEPTEMBER 2023 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for September 2023, starting check number 335170 and ending check number 335384.
2. Review and accept the "Certification of Salaries" for the pay period ending dates August 25th, 2023 through September 22nd, 2023.

10.D **INVESTMENT POLICY UPDATE**

RECOMMENDATION:

Staff recommends the City Council approve the proposed Investment Policy updates to be in line with industry standards.

10.E **TRANSPORTATION DEVELOPMENT ACT, LOCAL TRANSPORTATIONFUND, APPORTIONMENT FOR FISCAL YEAR 2023/2024**

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7486 authorizing the submittal of claims for allocation of FY 23/24Transportation Development Act (TDA) funds.

10.F **UPDATED MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS FOR THE CITY OF SANTA PAULA**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7484 approving the "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Santa Paula."

10.G **ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year professional services agreement with each shortlisted, prequalified firm to provide on-call professional consulting services for FY 2023-2026, namely (1) Earth Systems Pacific; (2) Huitt Zollars, Inc.; (3) Jensen Design & Surveying, Inc.; (4) Overland, Pacific, & Cutler, LLC; (5) Pacific Coast Land Design, Inc.; (6) Water Systems Consulting, Inc.; (7) RMA Group; (8) Solved Engineering, Inc.; and (9) Union Materials Testing, Inc.
2. Authorize the City Manager or his designee to issue professional consulting services task orders in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per consultant, whichever is less.

10.H **ON-CALL SERVICE AGREEMENTS FOR CITYWIDE STREET MAINTENANCE SERVICES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute three (3), three-year on-call services agreements with Toro Enterprises, Inc., J & H Engineering General Contractors, Inc., and BSN Construction, Inc., for Citywide Street Maintenance services for FY 2023-2026.
2. Authorize the City Manager or his designee to issue street repair and maintenance services work orders on a time and material basis in an aggregate amount not to exceed the adopted fiscal year budget or $250,000 per fiscal year, whichever is less.

10.I **ON-CALL SERVICES AGREEMENT FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year on-call services agreement with Yunex LLC for Citywide Traffic Signal Maintenance services.
2. Authorize the City Manager or his designee to issue traffic signal repair

and maintenance services work orders on a time and material basis in an aggregate amount not to exceed the adopted fiscal year budget or $250,000 per fiscal year, whichever is less.

11. ACTION ITEMS

11.A UNION OIL BUILDING TRANSFER AGREEMENT

RECOMMENDATION:

Adopt Resolution No. 7488 to:

1. Authorize the City Manager to execute the proposed Transfer Agreement to acquire the Union Oil Building property, and all documents necessary to carry out the Transfer Agreement; and
2. Authorize acceptance of the property pursuant to Government Code Section 27281.

Presented by: Monica Castillo, Interim City Attorney

11.B FLAG DISPLAY POLICY

RECOMMENDATION:

Staff recommends that the City Council discuss amending the Flag Display Policy and, if amendments are requested, direct staff to return with an adopting resolution at a future meeting.

Presented by: Monica Castillo, Interim City Attorney

11.C FISCAL REVIEW: FY 22/23 YEAR END AND FY 23/24 Q1

RECOMMENDATION:

Staff recommends that the City Council receive and file the fiscal year end report. Staff will return to Council on November 1st with budget adjustment recommendations.

Presented by: Christy Ramirez, Finance Director

11.D TRAVEL POLICY UPDATE

RECOMMENDATION:

Staff recommends the Council adopt Resolution 7487, adopting a revised travel expense reimbursement policy established by Resolution No. 6258 on February 6, 2006.

Presented by: Christy Ramirez, Finance Director

12. ITEMS FOR FUTURE AGENDAS

12.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT (APRIL - SEPTEMBER 2023)

Date: October 18, 2023

Agenda Item: 7.A

RECOMMENDATION:

That the City Council receive and file the report.

BACKGROUND:

STAFF UPDATES

The department is coordinating with Human Resources to recruit and fill the following funded positions by first quarter 2024:

- Administrative Analyst
- Management Analyst – Housing
- Building Inspector I
- Code Inspector
- Assistant Planner
- Associate Planner
- Community Development Technician

PLANNING DIVISION

2021-2029 Housing Element Update

City Council adopted the revised Housing Element in May 2022 and staff resubmitted to the State Housing and Community Development Department (HCD). Planning received additional comments from HCD since the adoption and first submittal of the element, there have been three subsequent resubmittals. The main issues with delays relate to three factors:

- Similar to multiple cities throughout the state, requested an unprecedented level of detail. Many of the comments also clearly showed that HCD simply overlooked the corrections made in the resubmittal.
- In each resubmittal, HCD has required compliance with new legislation or department opinions that have surfaced since the previous drafts.
- There has been lack of continuity in personnel assigned to the review of our documents.

The last formal submittal was sent to HCD in April 2023, and Planning did not receive comments until the end of June. Staff, with the assistance of our consultant JHD Associates, made additional revisions in response to these comments and sent them to HCD on July 7th, with request for feedback. HCD did not provide this feedback until August 31st. Staff is currently preparing to submit the fifth draft, and we have contacted Assemblymember Steve Bennett's office as well as the Santa Paula Affordable Housing Task Force to coordinate their involvement in our next phone call with HCD prior to submittal in hope of clarifying their concerns and finalizing the Housing Element.

The next steps following HCD's approval will be ratification by Planning Commission and City Council.

PLANNING COMMISSION ACTIVITY (APRIL-SEPTEMBER)

April 25, 2023 PC Meeting: Cancelled

May 23, 2023 PC Meeting:

- Adopted Resolution No. 3848 approving Conditional Use Permit No. 2023-CUP-01 to allow Dee Thai Cuisine restaurant (592 W. Main Street – Vons shopping Center) the right to sell alcohol in compliance with the CA ABC Type 41 license provisions, subject to the conditions of approval.
- Adopted Resolution No. 3849 recommending the City Council adopt an ordinance amending SPMC Chapter 16.21 to include language restricting barbed wire and razor-edged wire use in fencing materials; and found the Ordinance exempt from CEQA.

June 27, 2023 PC Meeting:

- Adopted Resolution No. 3850 recommending the City Council approve Tentative Map No. 6070 for the Red Tail / Arrive Santa Paula apartments project. TM6070 is a subdivision of their existing parcel at 18004 East Telegraph Road into two parcels that would allow for the development of 298 new apartment units (166 affordable units on Parcel 1 & 132 market-rate units on Parcel 2), subject to the project's conditions of approval.
- Documented conformance of the 2023-2025 Public Works Capital Improvement Program with the 2040 City of Santa Paula General Plan.

July 25, 2023 PC Meeting: Cancelled

August 22, 2023 PC Meeting:

- Adopted Resolution No. 3851 recommending the City Council approve an ordinance amending Chapters 16.05, 16.15, and 16.58 of the Santa Paula Municipal Code amending Sections 16.05.200 definitions "s" and 16.15.020 Development Standards and use conditions and adding Section 16.58.015 additional requirements for Small-Scale Alcohol Producers. (To summarize, such an ordinance would amend the City's zoning code to establish a framework to accommodate small-scale microbrewery, distillery, winery, seltzer, meadery, or cidery, which engages in production of alcoholic beverages, including a review of best practices. This new framework would allow for these types of emerging businesses and related uses in a greater range of zones than was permitted under the previous code language, which only allows for large-scale alcohol production

in Industrial land-use designations.)

September 27, 2023 PC Meeting: Cancelled

- Two Planning Commissioners (Auger & Kelly) were reappointed at the September 6, 2023 City Council meeting to full four-year terms, expiring September 2027.

SPECIFIC PLAN UPDATES

Santa Paula West Business Park Specific Plan (SP-6)

The Project is within the West Area 2 Expansion Area as designated by the Santa Paula General Plan on the western edge of the City of Santa Paula and consists of ±54 acres of the 125-acre Expansion Area. The land uses envisioned within the Specific Plan will be a mix of low-intensity industrial (such as light manufacturing or research and development), professional offices, and supporting commercial businesses.

The applicant's contracted engineer and environmental consultant have amending the environmental reports, the application, and the Specific Plan based on modification required by the County Watershed Protection District. Staff is currently reviewing the updated Specific Plan, Tentative Map and supporting reports and plans to take the amendments to the Planning Commission in October and it will be scheduled for Council review and approval in November. Our goal will be to bring the final documents and application to the Local Area Formation Commission (LAFCo) first quarter 2024.

East Area Specific Plan - Harvest Development

Approved project includes 1,500 new dwelling units of different types on approximately 500-acres. Construction continues on residential units and the first phase of development (586 units) is nearing completion. The project submittal for Phase II is under review and the tentative tract map was approved by City Council. The Santa Paula Creek bridge plans are being prepared for review by the city and initial submittals have been approved by the Army Corp of Engineers and county watershed protection (estimated completion spring 2025). Phase I of the Sports Park is nearly completed with transfer of the park from the developer over to the City planned for the 4th quarter 2023. Negotiations for an amended development agreement are underway to address Lewis' plans to add an additional 550 homes.

East Gateway Specific Plan

Staff is reviewing the concept plans and layout for the medical facility at the southeast corner of Hallock Road and SR-126. The mix of uses that will include medical offices and a hospital with the possibility of including senior care facilities, an outpatient surgical center, and retail. The developer is currently reviewing options with staff for amendments to the Area Specific

COMMERCIAL DEVELOPMENT UPDATES

Gun Smoke BBQ (817 E Main St): Restaurant

Proposal for a new Santa Fe style BBQ restaurant. Site development work is nearly completed. The sign permits and business license have been issued for the project and final improvements are underway. The opening date is planned 4th quarter 2023.

La Terraza (1080 E. Main Street): Banquet Hall

Proposal for a new 6,672-sf multi-venue event space adjacent to La Terraza Restaurant. A new Conditional Use Permit was approved by the Planning Commission on January 26, 2022. The project building plans are ready for permitting and building improvements are underway.

Good Orchard Event Center and Café (133 Mill Street)

The initial project (Wesley Hall repurpose/renovation) which includes a catering and event center, café and alcohol license is nearing completion of plan review. The project site will be phased to include the future redevelopment of another existing onsite structure (Faulkner Hall) into apartments. Plans are under review for the two projects and staff continues to closely engage with the developer regarding these phases and the potential to turn the existing church on the project site into an arts and event space.

Parque 1055 Bar and Grill (1055 East Main Street)

Building permits were provided to the developer on October 5, 2023 and site improvements are underway. The project is composed of the redevelopment of an auto parts and repair facility into a tap room, wine bar, restaurant and grill.

Full Scale Custom Hot Rods 1117- 1119 E. Main Street

The business is a new locate from Ventura who specialized in high-end car customization and restoration. Their Conditional Use Permit will be review by the Planning Commission on October 24th.

East Area Gateway (Hallock/126/Telegraph)

On a 120,000 square foot commercial center which will include grocery, in-line retail and multiple restaurant pads. Staff is working with developer to create a site that promotes walkability, connection, and cohesion of amenities and services.

INDUSTRIAL DEVELOPMENT UPDATE

Santa Maria Industrial Park (324 W. Santa Maria Street): Industrial Park

Project approved by Planning Commission in 2012. City staff continuing to coordinate with applicants to complete project. A conservation easement violation has been resolved and the project is continuing with requisite design and engineering submittals. The review of the Conditional Letter of Map Revision (CLOMR) which addresses project potential alterations to flood hydrology, has been completed by the county watershed protection district and the city and will be submitted to FEMA for approval of the final Letter of Map Revision (LOMAR). Vertical construction will be contingent of the FEMA approval which is expected early 2024.

Santa Paula Self Storage Too (324 E Santa Maria St): Self Storage Facility

Proposal for a 5-building, 262-unit self-storage facility. Plans have been submitted and site grading and utility work is underway. The project will commence development once the underlying Santa Maria Industrial Park project has received FEMA approval.

ActionPac (270 Quail Court/1574 Lemonwood Drive)

The packaging equipment manufacturer, a relocated from Oxnard, is working on development plans to add additional buildings and tenants on the 5-acre site.

Bender Property (Todd Rd and SR 126)

The developer, Bender Farms, is currently planning an additional 76,000 square foot industrial shell building and has approved plans for the development of the site. As a part of the project, improvements will be made to Todd Rd, Calpipe Rd. and Peck Rd.

RESIDENTIAL DEVELOPMENT UPDATE

Santa Paula Public Benefit Housing/First-Time Home buyer Program

Ventura County Community Development Corporation (VCCDC) has been selected for the administration of the program and staff will request budget appropriation from the Council. City staff and the VCCDC have conducted an orientation with the sales team at Harvest and are currently collaborating on marketing materials and program promotion. All existing homes have been sold and the program promotion and implementation will commence with Phase 1d (former school site) and phase 2 (Foothill) of the Harvest development.

People's Self-Help Housing (PSHH) 714 W Harvard Blvd

Construction of the 6 deed-restricted affordable housing development which broke ground in May 2022 is well underway with completion expected late in the 1st quarter of 2024.

Former Kmart (859 Faulkner Rd.)

Harridge Development Group, LLC., the owner and developer for the site has submitted a preliminary plan for 240 market-rate apartment town-homes with an affordable component. Environmental review has been completed for the project. Staff is working with the developer to resolve civil engineering and traffic concerns. Plan submittal is expected first quarter 2024.

11th Street Town homes

Ten market rate town homes on Main Street and 11th Street. Design review has been completed and the project plans are currently under review.

King Building Apartments (929 East Main Street)

Six second-floor, market-rate apartment units above ground-floor retail. Project plan review is complete. Staff is awaiting word from developer on construction start date, which may be on hold due to the developers' investment in several other major development projects in the county.

Red Tail Apartments (18004 East Telegraph Rd)

298-unit apartment complex at East Telegraph Rd. and Whipple Rd. - 162 affordable units (40 Very-Low and 122 Low) along with 136 market-rate units The project will contribute significantly to the city's progress toward satisfying SCAG 6th Cycle (regional Housing Needs

Assessment) RHNA requirements. The project received approval of Affordable Housing Plan to pair with by-right zoning entitlement at the January 24th Planning Commission meeting. The developer has submitted their tentative tract map and is currently negotiating with staff on development assistance strategies.

Mixed-Use/Senior Living (603 East Main Street)

Mixed use senior living and commercial project composed of ~6,800 square feet of commercial and 27 senior apartments. The developer is working with the Housing Authority on connecting potential tenants through their section-eight waiting list.

Harvest at Limoneira (East Area 1)

All 586 lots for Phase I of the project have been sold to home builders and 585 homes are occupied. Due to high interest rates the developer has been focusing on infrastructure and site preparation and is working to negotiate with builders purchase of future phases. Of the 121 units available in Phase 1d 50 have been sold and the developer is projecting construction to begin by the 2nd quarter 2024. In addition, Limoneira-Lewiis Community Builders (LLCB) has plans to develop a 298-unit duplex apartment project directly south of the Sports Park.

Spirit of Santa Paula (1498 E. Harvard Blvd.) Homeless Services Center

Development improvements and operational permit for a homeless service center. The project is near completion and Building & Safety staff has been coordinating with the Ventura County Fire Department to finalize the final components of the development.

New Business Licenses

21 new business licenses and 22 Home Business Occupations were issued April – September 2023

Development Applications

4 new development applications were received April - September 2023.

Planning Applications

24 new planning applications were received April - September 2023.

BUILDING AND SAFETY DIVISION

Permit and Fee Activity

April – September 2023

	Number		Permit Fees	
PERMITS	2023	2022	2023	2022
BUILDING	152	276	$70,683.15	$268,133.89
PLUMBING	42	96	$6,380.00	$20,195.00

ELECTRICAL	158	165	$15,784.00	$28,739.00
MECHANICAL	26	98	$2,962.00	$18,104.00
TOTAL	**378**	**635**	**$95,809.15**	**$335,171.89**

Total permit valuation to date (2023 total): $6,128,826.77
Total permit valuation prior year (2022 total): $44,980,464.00.

CODE COMPLIANCE DIVISION

There is currently a total of **103 active** code compliance cases.

Recruitment is currently underway for a Code Inspector.

ECONOMIC DEVELOPMENT

Staff continues to regularly dialogue with commercial and industrial real estate brokers and land owners to look for opportunities to connect businesses with available properties and expand options for employment growth.

Staff continues to participate in business round-table meetings, Property Business Improvement District (PBID) coordination and face-to-face meetings with businesses.

OTHER ACTIVITIES

Development Services Process and Program Audit – Citygate Associates

The consultant conducted staff, City council and applicant interviews on October 5 and 6 and is currently preparing a community survey which will be available in English and Spanish. In coming weeks we will be discussing department operations with an outcome focused on program and process improvement that will address customer service, technology, metrics and inter departmental and inter-agency collaboration.

Way-finding Project – Hunt Design

The consultant conducted a tour of the city and is in the process of developing a methodology for way-finding signage that meets the needs of the community. They are currently gathering base maps, parking information, city branding information, a comprehensive list of destinations within the community and will have preliminary concepts for review in late 2023.

1435 East Harvard Boulevard Land Purchase

Staff has completed negotiations and following the City Council approval of the contract earnest money has been provided to seller and the property will go into escrow within the next ten days.

The final purchase price was $550,000 which will utilize Affordable Housing Trust Funds, which can only be used for the purchase, development, rehabilitation or stabilization of affordable housing. The intent in purchasing the property is to provide an opportunity to either develop transitional housing on the site or leverage the property for sale, or exchange to

develop opportunities for transitional housing or affordable housing resources.

ANALYSIS:

None

STRATEGIC PLAN:

None

FISCAL IMPACTS:

None

OPTIONS:

None

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

Date: October 18, 2023

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends Council approve the following minutes:

- City Council Special Minutes for September 9, 2023
- City Council Regular Minutes for September 9, 2023
- City Council Special Minutes for September 19, 2023
- City Council Special Minutes for October 4, 2023
- City Council Regular Minutes for October 4, 2023
- City Council Special Minutes for October 9, 2023

BACKGROUND:

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

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

ATTACHMENTS:

2023.09.06 City Council Special Minutes.pdf
2023.09.06 City Council Regular Minutes.pdf
2023.09.19 City Council Special Minutes.pdf
2023.10.04 City Council Special Minutes.pdf
2023.10.04 City Council Regular Minutes.pdf
2023.10.09 City Council Special Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
September 6, 2023, 5:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 5:00 p.m.

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) CITY BUSINESS

4.A) PARKS AND RECREATION COMMISSION YOUTH INTERVIEW

Council interviewed Lupita Cisneros for the Parks and Recreation Commission Youth opening.

5) CLOSED SESSION

5.A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE § 54956.8

PROPERTY: 1435 EAST HARVARD (0.55 ACRES)
VENTURA COUNTY APN: 101026014
AGENCY NEGOTIATOR: JAMES MASON, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
NEGOTIATING PARTIES: CITY OF SANTA PAULA AND BUCK DREW
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

Council recessed to closed session.

6) CLOSED SESSION REPORT

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

7) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:25 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
September 6, 2023, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Leslie Cornejo led the flag salute.

4) ROLL CALL

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

5) CLOSED SESSION REPORT

Interim City Attorney Monica Castillo reported there was no reportable actions taken on the following:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE § 54956.8 PROPERTY: 1435 EAST HARVARD (0.55 ACRES) VENTURA COUNTY APN: 101026014 AGENCY NEGOTIATOR: JAMES MASON, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR NEGOTIATING PARTIES: CITY OF SANTA PAULA AND BUCK DREW UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

6) PUBLIC COMMENT

Robin Gillette was called to speak on Advancing Student Success by Reducing Chronic Absence.

Richard Rudman was called to speak on the Santa Paula Aviation Museum discussing the history of the museum.

Ananda Luyt was called to speak on new program "Love our Market" Contest.

7) PRESENTATIONS

7.A) PROCLAMATION - JESSE GRAHAM - PERFORMING ARTS

Mayor Sobel presented Proclamation to Jesse Graham for Performing Arts.

7.B) PROCLAMATION - CHILDHOOD CANCER AWARENESS MONTH

Mayor Sobel presented Proclamation on Childhood Cancer Awareness Month to Ted Bagley, Chief Diversity Officer, and Andriana Sandoval-Jimenez, Community Relations Manager, with Gold Coast Health Plan.

7.C) PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Greg Barnes, Parks and Recreation Director, presented the Parks and Recreation Activity Report.

8) CITY COUNCIL REPORTS

Councilmember Chavez:
Attended the Chicano Moratorium; organized a meet-and-greet meeting with the new Mexican Consulate Ricardo Vasquez; announced upcoming events: walk for Alzheimer, and Mariachi Festival.

Vice Mayor Cornejo:
Attended the State Bagley-Keene training; Property Business Improvement District meeting; Ad hoc Development Agreement on Harvest project; ribbon cutting for Boys and Girls Club; dedication for the Police Department office ceremony; Santa Paula Basin Pumpers; meet-and-greet with Mexican Consulate Ricardo Vasquez; Labor Day Parade; meet with Alex Teague on water issues at Adams Canyon; and Economic Development Standing Committee.

Councilmember Crosswhite:
Attended Southern California Association of Governments; Spirit of Santa Paula ribbon cutting; Cardinal football game; open house at the Police Department; and Labor Day Parade.

Councilmember Juarez:
Attended Ventura Regional Sanitation District; Housing and Homeless meeting; Police Centennial open house; Cruise Night; Labor Day Parade; Citizen's Corp; announced upcoming Wild Fire Expo.

Mayor Sobel:
Attended Early Childhood Education; Communication ad hoc Committee meeting; Community Environment Council; Spirit of Santa Paula ribbon cutting; Chicano Moratorium event; Police Department Centennial; meet-and-greet with Mexican Consulate; Economic Development Committee; and Labor Day Parade.

9) CITY MANAGER REPORTS

Attended the Annual Risk Management Educational forum; Labor Day Parade; Spirit of Santa Paula ribbon cutting; no damage from storm or earthquake; and announced three new Lead for America Fellows began.

10) CONSENT CALENDAR

10.A) AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005 REGARDING CORPORATION STREET SINKHOLE REPAIR PROJECT

10.B) APPROVAL OF OFFICE OF TRAFFIC SAFETY (OTS) GRANT AGREEMENTS, BUDGET APPROPRIATIONS, AND PURCHASE OF A RADAR MESSAGE SIGN WITH TRAILER AND ACCESSORIES

10.C) AGREEMENT WITH THE SANTA PAULA CHAMBER OF COMMERCE

This item was pulled for separate discussion and vote.
John Marquez with the Chamber of Commerce answered questions from council.

Motion: Approve Authorizing the City Manager to enter into a professional services agreement with the Chamber of Commerce for FY2023 - FY2024.
Moved by Pedro A Chavez, seconded by Carlos Juarez

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

10.D) NOTICE OF COMPLETION FOR THE BOYS & GIRLS CLUB RESTROOM REMODEL PROJECT

10.E) AGREEMENT WITH THE LEW EDWARDS GROUP

10.F) ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES

10.G) RESPONSE TO GRAND JURY REPORT ENTITLED WATER AVAILABILITY FOR WILDFIRES IN VENTURA COUNTY

10.H) APPROVAL OF AMENDMENT NO. 2 TO MAINTENANCE SERVICES AGREEMENT WITH NATURAL GREEN LANDSCAPE, INC. FOR CITY WIDE LANDSCAPE SERVICES

10.I) 2023-2025 MEMORANDUM OF UNDERSTANDING WITH THE SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)

10.J) PURCHASE OF PROPERTY ROOM DRY AIR EVIDENCE STORAGE EQUIPMENT

10.K) SPIRIT OF SANTA PAULA HARVARD SHELTER OPERATING AGREEMENT

10.L) CITY ATTORNEY CONTRACT SERVICES

Mayor Sobel pulled item 10C for separate discussion and vote.

Motion: Approve as amended Consent Calendar items 10 A, B, D, E, F, G, H, I, J, K, and L, with correction on Police Chief name on item 10 B.
Moved by Jenny Crosswhite, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

11) PUBLIC HEARING

11.A) ORDINANCE AMENDING THE DEVELOPMENT CODE TO DEFINE AND REGULATE SMALL-SCALE ALCOHOL PRODUCTION FACILITIES

This item was presented by James Mason, Community & Economic Development Director.
Mayor Sobel opened the public hearing. With no public comments, the public hearing was closed.

Motion: Approve Introduce and waive first reading of Ordinance No. 1331 entitled, "An Ordinance of the City of Santa Paula Amending the Development Code to Define and Regulate Small-Scale Alcohol Production Facilities by Amending Sections 16.05.200 and 16.15.020, and Adding a New Section 16.58.015."3. Direct the City Clerk to publish a summary of the proposed Ordinance five (5) days before the meeting it is to be adopted and 15 days thereafter.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

11.B) INTRODUCTION OF ORDINANCE NO. 1330 AMENDING CHAPTER 151 FLOOD DAMAGE PREVENTION

This item was presented by Clete J. Saunier, Public Works Director and Bob Woodward, City Engineer.
Mayor Sobel opened the public hearing. With no public comments, the public hearing was closed.

Motion: Approve as amended Waive first reading, read by title only, and introduce Ordinance No. 1330, entitled "An Ordinance of the City Council of the City of Santa Paula, Amending Sections 151.05, 151.06, 151.07, 151.12, 15.20, 151.23, 151.24, 151.25, 151.35, 151.36, 151.47 and 151.48, of the Santa Paula Municipal Code Regarding Flood Damage Prevention." To include change of language to reflect resident versus citizenry.
Moved by Pedro A Chavez, seconded by Carlos Juarez

Vote: Motion carried 5-0

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

12) ACTION ITEMS

12.A) APPOINTMENTS TO COMMISSIONS AND COMMITTEES

Motion: Approve Appointment to the Planning Commission, returning applicant, Austin Auger to fill a four-year term September 6, 2023 - September 6, 2027; and returning applicant, Maria Grace Kelly to fill a four-year term September 6, 2023 - September 6, 2027.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

Motion: Approve Appointment to the Senior Advisory Committee, returning applicant, Pamela Marshall to fill a two-year term September 6, 2023 - September 6, 2025; and returning applicant Gary Wellman to fill a two-year term September 6, 2023 - September 6, 2025.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

Motion: Approve Appointment to the Recreation Commission Youth, Lupita Cisneros to fill a one-year term September 6, 2023 - September 6, 2024.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

12.B) APPROVAL OF A YOUTH APPRENTICESHIP READINESS ACCELERATOR (YARA) PROGRAM

Greg Barnes, Parks and Recreation Director, presented this item.
Jennifer Lopez, Executive Director for California PAL, provided information on the Youth Apprenticeship Readiness Accelerator (YARA) Program.

Motion: Approve Authorize the City Manager to execute all agreements related to the Youth Apprenticeship Readiness Accelerator (YARA) Program in a form approved by the City Attorney; and Adopt Resolution No. 7479 establishing partial funding obligations associated with the City's disbursement of American Rescue Plan Act (ARPA) funds allocating $100,000 of funding for the YARA program.
Moved by Jenny Crosswhite, seconded by Pedro A Chavez

Vote: Motion carried 5-0

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

12.C) FINANCING AGREEMENT FOR ADVANCED WATER TREATMENT FACILITY

This item was presented by Clete J. Saunier, Public Works Director, and Mike Nunley with MKN & Associates.
Dave Fama and James Wawrzyniak with Jones Hall were available for Council questions.

Motion: Approve Resolution No. 7474 authorizing each of the Executive Director and Chair and their written designees to execute and deliver the Financing Agreement in the name of and on behalf of the Utility Authority for the final development and construction of the Advanced Water Treatment Facility.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

12.D) UPDATE ON PILOT PROGRAM FOR SPANISH LANGUAGE INTERPRETATION AT PUBLIC MEETINGS

This item was presented by Miguel Perez, Community Development Technician.

Motion: Approve extending services at public meetings for FY 2023/24.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

12.E) CITY MANAGER DEPARTMENT ORGANIZATION

This item was presented by City Manager Dan Singer.
Council provided staff with direction for changes on the job description for Deputy City Manager and bring back for further discussion.

Motion: Approve as amended Resolution 7480, approving the salary schedule for the Police Officers Association.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

14) CLOSED SESSION

No additional closed session was held.

15) ADJOURNMENT

Mayor Sobel adjourned the meeting at 10:52 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
September 19, 2023, 4:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 4:00 p.m.

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) CONSENT CALENDAR

4.A) RESOLUTION NO. 7469 ACCEPTING EASEMENTS AND APPROVING A QUITCLAIM DEED RELATING TO REAL PROPERTY AT THE HARVEST AT LIMONEIRA SPORTS PARK AND EAST AREA 1

Councilmember Chavez recused himself from this item.

Motion: Approve Resolution No. 7469 to:
Approve and authorize recordation of a quitclaim deed for an unneeded easement;
Approve a grant of easement from the Master Corporation to the City for placement of electrical conduit at the Sports Park;
Approve a grant of easement from the City to the Master Corporation for a storm drain basin and access road at the Sports Park;
Approve a grant of easement from Lewis Limoneira to the City for an access road to the Well 7 site; and
Accept a grant deed Lewis Limoneira to the City for the Well 7 site.
Authorize the City Manager to execute the deeds and requisite documents related to the deeds, and cause the same to be recorded; and
Authorize the City Manager, or designee, to make necessary modifications to the deeds prior to recording to meet legal requirements.

Moved by Carlos Juarez, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez

4.B) PURCHASE AGREEMENT FOR REAL PROPERTY AT 1435 EAST HARVARD BOULEVARD

Motion: Approve Resolution No. 7481 to:
Authorize the City Manager to enter into a Purchase and Sale Agreement approved by the City Attorney with Buck Adam Drew, substantively in the form presented, for the purchase of 0.55 acres of land located at 1435 Harvard Boulevard for $525,000.00; Authorize acceptance of the land pursuant to Government Code Section 27281; and staff to provide a presentation on the property at the October 18, 2023 Regular City Council meeting.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

5) STUDY SESSION

5.A) COUNCIL MANUAL OF PROCEDURAL GUIDELINES

Council reviewed and discussed the draft Council Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings, providing staff with direction for updates.

6) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:26 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
October 4, 2023, 6:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 6:00 p.m.

2) ROLL CALL

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

Members Absent: Leslie Cornejo

3) CLOSED SESSION

3.A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE § 54956.8

PROPERTY: 1435 EAST HARVARD (0.55 ACRES)
VENTURA COUNTY APN: 101026014
AGENCY NEGOTIATOR: JAMES MASON, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
NEGOTIATING PARTIES: CITY OF SANTA PAULA AND BUCK DREW

With no public comments by the public, Council recessed to closed session at 6:02 p.m.

4) CLOSED SESSION REPORT

Interim City Attorney reported there were no reportable actions taken.

5) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:25 p.m.

ATTEST:

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
October 4, 2023, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 6:35 p.m.

2) INVOCATION

Chaplain Kay Wilson-Bolton provided the Invocation.

3) FLAG SALUTE

Councilmember Crosswhite led the flag salute.

4) ROLL CALL

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

Members Absent: Leslie Cornejo

After Roll Call, Interim City Attorney Monica Castillo reported Council met in closed session at 6:00 p.m., reporting no reportable action taken on the following:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE § 54956.8
*PROPERTY: 1435 EAST HARVARD (0.55 ACRES)
*VENTURA COUNTY APN: 101026014
*AGENCY NEGOTIATOR: JAMES MASON, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
*NEGOTIATING PARTIES: CITY OF SANTA PAULA AND BUCK DREW

5) PUBLIC COMMENT

Richard Rudman was called to speak representing the Aviation Museum, providing a poem, and announcing the passing of Bruce Dickinson.

6) PRESENTATIONS

6.A) POLICE STATION REMODEL AND SECURITY FENCE UPDATE

Bill Lindsey, Project Manager, presented a presentation on the City of Santa Paula Police Station project.

6.B) POLICE DEPARTMENT QUARTERLY REPORT

Interim Police Chief Donald Aguilar presented the Police Department Quarterly Report from May 1, 2023 through July 31, 2023.

7) CITY COUNCIL REPORTS

Councilmember Juarez:
Attended the Celebration of Father Thomas; Senior Advisory Committee; City Employee Celebration; Homeless and Housing; Memorial Service for Beverly Samanth Frady; and met with representative from Athens, Rondi Guthrie.

Councilmember Crosswhite:
Attended Southern California Association of Governments Regional Council, Energy Environment Committee and Legislative Committee meetings; Harvest Ad Hoc Committee; Ventura Council of Governments; League of California Cities Conference; Mobility 21 Transportation Conference; and Local Area Formation Commission.

Councilmember Chavez:
Attended the League of California Cities Conference; announced upcoming events: Cruise Night; 150th County Anniversary Celebration; Santa Paula Beautiful; announced Cause is having a renters townhall; explained the Oil Museum parking lot paving is being paid at the cost of the County; and the city is on track with the Harvard paving project.

Mayor Sobel:
Gave a shoutout to Gus Gunderson for providing weeding and painting; attended the city sponsored Wildfire Expo; Annual Mariachi fundraiser; Autism Society of Ventura; Union Oil Building workshop; Limoneira Director Lunch meeting; Memorial Service for Ernie Morales; Harvest and Pumpkin Festival; Memorial Service for Sandy Frady; Citizens Corp meeting; League of California Cities Conference, provided information on the CERT program, and sent a condolence letter to Senator Feinstein office.

8) CITY MANAGER REPORTS

City Manager Dan Singer:
Attended the International City Managers Association Conference; and Limoneira Director Lunch meeting.

9) CONSENT CALENDAR

9.A) APPROVAL OF MINUTES
City Council Special Minutes for July 19, 2023
City Council Special Minutes for August 2, 2023
City Council Regular Minutes for August 2, 2023
City Council Special Minutes for August 9, 2023
City Council Special Minutes for August 16, 2023
City Council Regular Minutes for August 16, 2023

9.B) ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES

9.C) APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY SERVICES OFFICER (CSO) ASSOCIATION

9.D) STREET DIVISION VEHICLE PURCHASE

9.E) SANTA PAULA WATER RECYCLING FACILITY AND WASTE COLLECTION SYSTEM ON-CALL AND EMERGENCY SCADA MAINTENANCE SERVICES AGREEMENT

9.F) SECOND READING AND ADOPTION OF ORDINANCE NO. 1331 AMENDING THE DEVELOPMENT CODE TO DEFINE AND REGULATE SMALL-SCALE ALCOHOL PRODUCTION FACILITIES

9.G) SECOND READING AND ADOPTION OF ORDINANCE NO. 1330 UPDATING CHAPTER 151 FLOOD DAMAGE PREVENTION OF THE SANTA PAULA MUNICIPAL CODE

9.H) REQUEST AND AUTHORIZATION FOR PERSONNEL TO ATTEND THE 2024 CHANDLER, ARIZONA LAW ENFORCEMENT EXPLORER TACTICAL COMPETITION

9.I) AUTHORIZATION OF OUT OF STATE TRAVEL

Motion: Approve as amended Consent Calendar with amendments to 9.A correction on July 19, 2023 meeting; 9.B TJKM Section 3.21 add the wording "fiscal year"; and 9.C on page 9 add wording "90 days".
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 4-0
Yes: Andy Sobel, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

10) <u>ACTION ITEMS</u>

10.A) <u>CITY STREET NAMES RECOMMENDATIONS</u>

Council provided staff with feedback for amending list of suggested street names.

Motion: Approve as amended Resolution No. 7483 with modifications to the amended list of suggested street names.

Moved by Carlos Juarez, seconded by Pedro A Chavez

Vote: Motion carried 4-0
Yes: Andy Sobel, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

10.B) UPDATED MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS FOR THE CITY OF SANTA PAULA

Interim City Attorney Monica Castillo presented this item.
Council provided staff with feedback for changes on the Manual of Procedural Guidelines and requested the item be brought back for a final vote.

11) ITEMS FOR FUTURE AGENDAS

11.A) FUTURE AGENDA ITEMS

12) CLOSED SESSION

12.A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957. Title: Interim City Attorney

Council recessed to closed session at 9:17 p.m.

13) CLOSED SESSION REPORT

City Manager Dan Singer reported there was no reportable action taken on 12.A.

14) ADJOURNMENT

Mayor Sobel adjourned the meeting in memory of Robert "Bob" Borrego, Beverly Samantha Frady, and Bruce Dickinson, at 9:35 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
October 9, 2023, 3:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) ROLL CALL

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

3) PUBLIC COMMENT

Thomas Weisbecker was called to speak, providing comments on the property at 1435 East Harvard Boulevard.

4) ACTION ITEMS

4.A) PURCHASE AGREEMENT FOR REAL PROPERTY AT 1435 EAST HARVARD BOULEVARD

Motion: Approve Resolution No. 7485 to Authorize the City Manager to enter into a Purchase and Sale Agreement approved by the City Attorney with Buck Adam Drew, substantively in the form presented, for the purchase of 0.55 acres of land located at 1435 Harvard Boulevard for $550,000.00; and Authorize acceptance of the land pursuant to Government Code Section 27281.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 4-0
Yes: Andy Sobel, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

5) ADJOURNMENT

Mayor Sobel adjourned the meeting at 3:22 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: AUGUST 2023 WARRANTS AND CERTIFICATIONS

Date: October 18, 2023

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for August 2023, starting check number 334906 and ending check number 335169.
2. Review and accept the "Certification of Salaries" for the pay period ending dates July 28th, 2023 through August 11th, 2023.

BACKGROUND:

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

Presented in the attached documents:

a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.

b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').

d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.

e) Bank Code Summary by payment type.

f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates July 28th, 2023 through August 11th, 2023.

ANALYSIS:

See the attachments for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

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

ATTACHMENTS:

AUGUST 2023 WARRANTS AND CERTIFICATIONS.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **148186** **PAYROLL ENDING: 07/28/2023**
ENDING CHK #: **148202** **PAY DATE: 08/04/2023**

100	GENERAL FUND	$	330,540.49
104	GENERAL FUND-MEASURE T	$	70,154.28
206	STORMWATER PROGRAM	$	417.06
280	STATE GAS TAX FUND	$	15,568.97
405	AAA-AREA AGCY ON AG	$	1,422.88
610	SEWER ENTERPRISE FUND	$	8,486.26
620	WATER ENTERPRISE FUND	$	71,376.47
702	EQUIP. MAINT. FUND	$	11,311.54
		$	**509,277.95**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 10/10/23
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 10/5/23
MARIA RENTERIA - PAYROLL SPECIALIST DATED

10/5/23
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

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

Fund Summary

Fund	Units	Amount
100-GENERAL	6,046.51	330,540.49
104-GENERAL FUND-MEASURE T	1,735.54	70,154.28
206-STORMWATER PROGRAM	4.15	417.06
280-STATE GAS TAX	381.85	15,568.97
405-AAA (AREA AGCY ON AGING)	62.60	1,422.88
610-SEWER	168.65	8,486.26
620-WATER	3,537.45	71,376.47
702-EQUIPMENT MAINTENANCE	247.50	11,311.54
Grand Total:	**12,184.25**	**509,277.95**

CERTIFICATION OF SALARIES

BEG. CHK #: **148203** **PAYROLL ENDING: 08/11/2023**
ENDING CHK #: **148217** **PAY DATE: 08/18/2023**

100	GENERAL FUND	$	339,887.06
104	GENERAL FUND-MEASURE T	$	69,392.52
206	STORMWATER PROGRAM	$	416.23
280	STATE GAS TAX FUND	$	16,471.57
405	AAA-AREA AGCY ON AG	$	1,488.38
610	SEWER ENTERPRISE FUND	$	8,793.63
620	WATER ENTERPRISE FUND	$	64,853.82
702	EQUIP. MAINT. FUND	$	11,151.84
		$	**512,455.05**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 10/10/23
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 10/5/23
MARIA RENTERIA - PAYROLL SPECIALIST DATED

10/5/23
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

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

Fund Summary

Fund	Units	Amount
100-GENERAL	9,349.59	339,887.06
104-GENERAL FUND-MEASURE T	1,933.35	69,392.52
206-STORMWATER PROGRAM	4.15	416.23
280-STATE GAS TAX	397.95	16,471.57
405-AAA (AREA AGCY ON AGING)	65.10	1,488.38
610-SEWER	170.60	8,793.63
620-WATER	2,339.64	64,853.82
702-EQUIPMENT MAINTENANCE	244.00	11,151.84
Grand Total:	**14,504.38**	**512,455.05**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	334906	THRU:	334907	DATED:	August 1, 2023
CHECK NO.:	334908	THRU:	334919	DATED:	August 4, 2023
CHECK NO.:	334920	THRU:	335058	DATED:	August 10, 2023
CHECK NO.:	335059	THRU:	335064	DATED:	August 18, 2023
CHECK NO.:	335065	THRU:	335065	DATED:	August 18, 2023
CHECK NO.:	335066	THRU:	335149	DATED:	August 24, 2023
CHECK NO.:	335150	THRU:	335169	DATED:	August 31, 2023
DRAFT:	992078	THRU:	992078	DATED:	August 2, 2023
DRAFT:	992079	THRU:	992083	DATED:	August 9, 2023
DRAFT:	992085	THRU:	992085	DATED:	August 10, 2023
DRAFT:	992086	THRU:	992086	DATED:	August 16, 2023
DRAFT:	992087	THRU:	992092	DATED:	August 23, 2023
DRAFT:	992093	THRU:	992093	DATED:	August 30, 2023
DRAFT:	992101	THRU:	992102	DATED:	August 25, 2023
VOIDED CHECK NO.:	334198	THRU:	334198	DATED:	August 21, 2023
VOIDED CHECK NO.:	334219	THRU:	334219	DATED:	August 21, 2023
VOIDED CHECK NO.:	334507	THRU:	334507	DATED:	August 21, 2023
VOIDED CHECK NO.:	334600	THRU:	334600	DATED:	August 21, 2023
VOIDED CHECK NO.:	334921	THRU:	334921	DATED:	August 21, 2023
VOIDED CHECK NO.:	335052	THRU:	335052	DATED:	August 21, 2023
VOIDED CHECK NO.:	335055	THRU:	335055	DATED:	August 21, 2023

COUNCIL MEETING DATE: October 18, 2023

AMOUNT OF CERTIFICATION: $ 5,092,153.92

DISTRIBUTION BY FUND

100	GENERAL FUND	$2,082,360.35
103	CABLE TELEVISION FUND	$8,615.25
104	PROF/CONTR SVCS-OTHER	$218,924.38
115	RECREATION PROGRAM	$4,056.99
205	NPDES STORMWATER QUALITY	$324.45
206	STORMWATER PROGRAM	$9,438.76
226	PARKLAND FACILITIES IMPACT	$115.00
280	STATE GAS TAX	$76,609.29
283	PROPOSITION 1B	$7,241.93
405	AAA (AREA AGENCY ON AGING	$5,292.94
412	AMERICAN RESCUE PLAN	$62,335.35
504	HARVEST CFD EA1	$879,539.35
505	PBID	$15,000.00
610	SEWER ENTERPRISE	$959,626.23
620	WATER ENTERPRISE	$653,308.69
702	EQUIPMENT MAINTENANCE FUND	$57,628.29
800	CASH DEPOSIT TRUST FUND	$49,707.40
803	HARDING PARK TRUST	$5,590.97
		$5,095,715.62

Variance of $3,561.70 due to voiding of checks in Auust that were created prior.

PREPARED BY: _____
FABIAN CASTELLON
ACCOUNTANT

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: October 9, 2023

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

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

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE							
011297	ASSOCIATION OF WATER AGENCIES OF VENTUI		08/21/2023	Regular	0.00	-1,080.00	334198
015452	CROWN AWARDS		08/21/2023	Regular	0.00	-1,339.69	334219
013833	NATIONAL TESTING NETWORK, INC.		08/21/2023	Regular	0.00	-500.00	334507
015347	J.W. ENTERPRISES		08/21/2023	Regular	0.00	-642.01	334600
013711	INDEPENDENT ORDER OF ODD FELLOWS		08/01/2023	Regular	0.00	5,527.44	334906
AUGUST 2023	Invoice	08/01/2023	RENT AT 866 E. MAIN ST. FOR PW OFFICES		0.00	2,701.22	
JULY 2023	Invoice	08/01/2023	RENT AT 866 E. MAIN ST. FOR PW OFFICES		0.00	2,701.22	
JULY 2023 LATE F	Invoice	08/01/2023	RENT AT 866 E. MAIN ST. FOR PW OFFICES		0.00	125.00	
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC		08/01/2023	Regular	0.00	12,500.00	334907
AUGUST 2023	Invoice	08/01/2023	FY23/24 SERVICES		0.00	12,500.00	
010019	A-1 TRUCK & EQUIPMENT INC		08/10/2023	Regular	0.00	817.03	334920
35471	Invoice	08/10/2023	#240 - REPAIR LIFTGATE PLATFORM AS BE		0.00	817.03	
014711	ABBOUD, JASON		08/21/2023	Regular	0.00	-740.00	334921
014711	ABBOUD, JASON		08/10/2023	Regular	0.00	740.00	334921
PER DIEM 08/14/	Invoice	08/10/2023	ICI CORE COURSE (INVESTIGATIONS) - OR		0.00	740.00	
015244	ACCURATE FIRST AID SERVICES		08/10/2023	Regular	0.00	230.06	334922
B-42854	Invoice	06/30/2023	REQUIRED - DOCTOR CERTIFIES OSHA APP		0.00	230.06	
010055	ACCUSOURCE INC		08/10/2023	Regular	0.00	326.50	334923
#111638	Invoice	08/10/2023	SERVICES RENDERED THROUGH 06/28/20		0.00	326.50	
014284	ADVANCED SOLAR CONTROL TINTING (ASCT)		08/10/2023	Regular	0.00	225.00	334924
3704	Invoice	08/10/2023	JOB LOCATION: 530 W MAIN STREET		0.00	225.00	
015778	ADVANCED TURF SOLUTIONS, INC.		08/10/2023	Regular	0.00	2,451.88	334925
SO1105966	Invoice	08/10/2023	30 GALLONS OF WHITE PAINT		0.00	2,451.88	
015448	ALL CITY MANAGEMENT SERVICES, INC.		08/10/2023	Regular	0.00	13,921.20	334926
85965	Invoice	06/30/2023	SCHOOL CROSSING GUARD SERVICES 05/		0.00	13,921.20	
015498	AMAZON CAPITAL SERVICES		08/10/2023	Regular	0.00	3,468.96	334927
1373-CDFF-TNVV	Invoice	08/10/2023	VERBATIM CD-R BLANK CD DISCS 700MB		0.00	198.61	
1631-MPJL-QPFP	Invoice	08/10/2023	CRAYOLA AIR DRY CLAY, WHITE, MODELIN		0.00	40.78	
1JXM-TQ9D-W71	Invoice	08/10/2023	2 PACK CORK BOARD BULLETIN BOARD		0.00	21.63	
1LC7-VMYM-TPC	Invoice	08/10/2023	KENUCO 19 INCH STEEL VERTICAL RACK A		0.00	123.22	
1M9T-WPCK-1CV	Credit Memo	08/10/2023	AMAZON BASICS CLASSIC PURESOFT PU P		0.00	-97.11	
1NN4-VVLD-FF9N	Invoice	08/10/2023	TRIPP LITE CAT 6 GIGABIT SNAGLESS MOL		0.00	82.28	
1NN4-VVLD-RM9	Invoice	08/10/2023	TRIPP LITE 1.4KW SINGLE PHASE ATS		0.00	2,762.39	
1PDR-NXM3-LTD	Invoice	08/10/2023	COSCOPRODUCTS DELUXE 6FT X 30 IN FO		0.00	194.76	
1PDR-NXM3-WC	Invoice	08/10/2023	TOPS DOCKET WRITING PAD, OFFICE LETT		0.00	77.46	
1RX7-XJ77-LFRG	Invoice	08/10/2023	BENAZCAP X LARGE MEMORY SEAT CUSHI		0.00	64.94	
015175	ANDERSON REFRIGERATION, INC.		08/10/2023	Regular	0.00	540.89	334928
4548854	Invoice	06/30/2023	TROUBLE SHOOT ICE MACHINE NOT MAKI		0.00	218.00	
4548879	Invoice	06/30/2023	TROUBLE SHOOT ICE MACHINE AT YARD		0.00	322.89	
011522	AQUA-TECH SERVICES		08/10/2023	Regular	0.00	1,900.00	334929
12090	Invoice	08/10/2023	BACKFLOW TEST - MULTIPLE LOCATIONS		0.00	405.00	
12091	Invoice	08/10/2023	BACKFLOW TEST		0.00	45.00	
12092	Invoice	08/10/2023	BACKLOW TEST		0.00	315.00	
12169	Invoice	08/10/2023	BACKFLOW TEST OIL MUSEUM		0.00	135.00	
12170	Invoice	08/10/2023	BALL VALVE REPLACEMENT 114 S 10TH ST		0.00	500.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
12171	Invoice	08/10/2023	BALL VALVE REPLACEMENT 114 S 10TH ST		0.00	500.00	
011080	ARAMARK UNIFORM & CAREER APPAREL GROU		08/10/2023	Regular	0.00	349.72	334930
5020333571	Invoice	08/10/2023	903 CORPORATION ST - MATS		0.00	64.44	
5020337811	Invoice	08/10/2023	970 E VENTURA ST - MATS		0.00	62.87	
5020338364	Invoice	08/10/2023	903 CORPORATION ST - MATS		0.00	64.44	
5020343749	Invoice	08/10/2023	903 CORPORATION ST - MATS		0.00	64.44	
5020348310	Invoice	08/10/2023	182 S PALM AVE - MATS		0.00	29.09	
5020349230	Invoice	08/10/2023	903 CORPORATION ST - MATS		0.00	64.44	
016125	ARANDA, MIKE		08/10/2023	Regular	0.00	4,800.00	334931
0000018	Invoice	08/10/2023	POLICE CONSULTANT SERVICES		0.00	2,400.00	
0000019	Invoice	08/10/2023	POLICE CONSULTANT SERVICES		0.00	2,400.00	
013955	ARROYO, ADRIAN		08/10/2023	Regular	0.00	162.50	334932
FEBRUARY 2023	Invoice	08/10/2023	DRONE $2M GRANT, WORKSHOP/EDITIN		0.00	162.50	
016240	ATKINSON, ANDELSON, LOYA, RUUD AND ROM		08/10/2023	Regular	0.00	6,812.69	334933
686496	Invoice	06/30/2023	LABOR NEGOTIATOR SERVICES		0.00	6,812.69	
015318	BADGER METER		08/10/2023	Regular	0.00	500.78	334934
80132917	Invoice	08/10/2023	BADGER METER ITEM 68886-301 MEACO		0.00	500.78	
015218	BARAJAS, DAVID		08/10/2023	Regular	0.00	722.50	334935
1404	Invoice	08/10/2023	JINSTALLATION OF 12 110V OUTLETS TO E		0.00	722.50	
014680	BEST BEST & KRIEGER LLP		08/10/2023	Regular	0.00	32,198.60	334936
964535	Invoice	06/30/2023	DEVELOPER REIMBURSABLE THROUGH 04		0.00	1,251.20	
967470	Invoice	06/30/2023	DVELOPER REIMBURSABLE THROUGH 05/		0.00	81.60	
JUNE 2023	Invoice	06/30/2023	PROFESSIONAL SERVICES RENDERED		0.00	30,865.80	
011211	BNY MELLON		08/10/2023	Regular	0.00	1,500.00	334937
252-2566898	Invoice	08/10/2023	SP CFD DIST 1 AREA A SERIES 2020 TRUST		0.00	1,500.00	
011237	BTE COMMUNICATIONS, LLC		08/10/2023	Regular	0.00	561.43	334938
230705300101	Invoice	06/30/2023	BASE RATE WITH ALLOWANCE, OPERATOR		0.00	202.52	
230805300101	Invoice	08/10/2023	BASE RATE WITH ALLOWANCE		0.00	358.91	
015398	BUNNIN CHEVROLET OF SANTA PAULA		08/10/2023	Regular	0.00	149.95	334939
CTCS35919	Invoice	06/30/2023	#462 - LABOR AND PARTS, 3D IMAGING A		0.00	149.95	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	2,655.90	334940
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CREDIT CARD CHARGES IT DEPA		0.00	2,655.90	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	5,794.49	334941
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CREDIT CARD CHARGES POLICE		0.00	5,794.49	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	48.86	334942
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CC CHARGES PW DEPARTMENT		0.00	48.86	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	2,554.25	334943
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CHARGES PARKS AND REC		0.00	2,554.25	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	2,939.99	334944
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CREDIT CARD CHARGES CAR#9		0.00	2,939.99	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	887.90	334945
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CC CHARGES ADMIN DEPARTME		0.00	887.90	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	810.12	334946
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CREDIT CARD CHARGES CARD #		0.00	810.12	
011464	BUSINESS CARD		08/10/2023	Regular	0.00	997.00	334947
06/22/23 - 07/21	Invoice	08/10/2023	VARIOUS CC CHARGES CC#3		0.00	997.00	
012679	CAL-STATE AUTO PARTS		08/10/2023	Regular	0.00	844.81	334948

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
440815	Credit Memo	06/30/2023	BATTERY CORE, CREDIT BATTERY CLAIM		0.00	-535.99	
850068	Invoice	08/10/2023	#205 - 88866208 BATTER ASM, CALIF BAT		0.00	133.01	
850071	Invoice	08/10/2023	#296 - 88866305 BATTERY ASM, CALIF BA		0.00	130.33	
850074	Invoice	08/10/2023	#277 - 88866272 BATTERY ASM., CALIF BA		0.00	305.00	
850806	Invoice	08/10/2023	#462 - 888276 - BATTERY ASM, CALIF BAT		0.00	149.07	
851173	Invoice	08/10/2023	#205 - 88866208 BATTERY ASM, CAL BATT		0.00	133.01	
854358	Invoice	08/10/2023	#217 - 88866208 BATTERY ASM, CALIF BA		0.00	399.04	
854590	Invoice	08/10/2023	#254 - 8C2Z 1A203 A TRANSMITTER TPMS		0.00	35.26	
855390	Invoice	08/10/2023	#462 - 19388501 PUMP KIT WAT		0.00	96.08	
012390	CARDOZA, DANIEL HENRY		08/10/2023	Regular	0.00	240.00	334949
Q2 2023	Invoice	06/30/2023	RESERVE OFFICER TIME ACOCUNTING AP		0.00	240.00	
015999	CHARTER COMMUNICATIONS HOLDING, LLC		08/10/2023	Regular	0.00	680.30	334950
0093783080123	Invoice	08/10/2023	970 E VENTURA ST BILLING PERIOD 8/1/2		0.00	156.31	
0469363072323	Invoice	08/10/2023	431 N 13TH ST MONTHLY CHARGES		0.00	74.99	
0469553070923	Invoice	08/10/2023	920 CORPORATION ST MONTHLY UTILITY		0.00	449.00	
016140	CHAVEZ, PEDRO		08/10/2023	Regular	0.00	276.59	334951
05/23/2023 - 05/	Invoice	06/30/2023	EOC TOUR AND FULL SCALE EX. SCE ED C		0.00	102.83	
06/04/2023 - 06/	Invoice	06/30/2023	JPIA NEWLY ELECTED OFFICIALS ACADEM		0.00	173.76	
014798	COAST REPROGRAPHICS COMPANY INC.		08/10/2023	Regular	0.00	256.11	334952
V57391	Invoice	08/10/2023	24 X 36 B&W OVERSIZE		0.00	256.11	
011306	CONSOLIDATED ELECTRICAL DISTRIBUTOR		08/10/2023	Regular	0.00	13,307.36	334953
9009-1036302	Invoice	06/30/2023	Programming Software - Studio 500 Legac		0.00	13,307.36	
011149	COSTCO WHOLESALE		08/10/2023	Regular	0.00	120.00	334954
23/24 RENEWAL	Invoice	08/10/2023	MEMBER#000111899024998 BUSINESS R		0.00	120.00	
011148	COUNTY OF VENTURA		08/10/2023	Regular	0.00	856.00	334955
R108 APR-23	Invoice	06/30/2023	APRIL 2023 RENT ROAD ACCESS FEE		0.00	171.20	
R108 AUG-23	Invoice	08/10/2023	AUGUST 2023 RENT APN 108-0-101-055		0.00	171.20	
R108 JUL-23	Invoice	08/10/2023	JULY 2023 RENT APN 108-0-101-055		0.00	171.20	
R108 JUN-23	Invoice	06/30/2023	JUNE 2023 RENT ROAD ACCESS FEE		0.00	171.20	
R108 MAY-23	Invoice	06/30/2023	MAY 2023 RENT ROAD ACCESS FEE		0.00	171.20	
011161	CRAGOE PEST SERVICES INC		08/10/2023	Regular	0.00	150.00	334956
172-00240782	Invoice	06/30/2023	MSA - Citywide Pest Control		0.00	70.00	
172-00240785	Invoice	06/30/2023	MSA - Citywide Pest Control		0.00	50.00	
172-00240787	Invoice	06/30/2023	MSA - Citywide Pest Control		0.00	30.00	
015452	CROWN AWARDS		08/10/2023	Regular	0.00	68.22	334957
36098195-C	Invoice	06/30/2023	2" KUDOS BASKETBALL SLVR MDL, BASKE		0.00	68.22	
011686	CROWN DODGE		08/10/2023	Regular	0.00	104.74	334958
558671	Invoice	08/10/2023	#462 - 5149062- AB SWITCH OI		0.00	104.74	
012191	DATAPROSE, LLC		08/10/2023	Regular	0.00	4,964.45	334959
DP2302978	Invoice	08/10/2023	BILL PERIOD 07/01/23 - 07/31/23		0.00	4,964.45	
011210	DEPARTMENT OF JUSTICE		08/10/2023	Regular	0.00	288.00	334960
668087	Invoice	06/30/2023	JUNE 2023 FINGERPRINT APPS		0.00	288.00	
013724	DIRECT TV		08/10/2023	Regular	0.00	103.99	334961
016698695X2307	Invoice	08/10/2023	MONTHLY CHARGES 07/29/23 - 08/28/23		0.00	103.99	
012421	DIVISION OF THE STATE ARCHITECT		08/10/2023	Regular	0.00	48.00	334962
2023 JAN - JUNE	Invoice	06/30/2023	QUARTERLY BUSINESS LICENSE STATE TAX		0.00	48.00	
013975	DODOS DESIGN - GARCIA, DAVID		08/10/2023	Regular	0.00	660.88	334963
8483	Invoice	08/10/2023	STREET DIVISION ONE TIME SETUP FOR S		0.00	660.88	
016244	DURHAM SCHOOL SERVICES, L.P.		08/10/2023	Regular	0.00	8,699.20	334964

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
91982252	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/10		0.00	604.00	
91982255	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/10		0.00	604.94	
91982260	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/11		0.00	648.98	
91982264	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/12		0.00	566.52	
91982265	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/12		0.00	595.56	
91982269	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/13		0.00	595.56	
91982273	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/14		0.00	566.52	
91982282	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/17		0.00	564.64	
91982284	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/17		0.00	564.64	
91982295	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/18		0.00	564.64	
91982296	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/18		0.00	564.64	
91982298	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/19		0.00	564.64	
91982299	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/19		0.00	564.64	
91982303	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/20		0.00	564.64	
91982304	Invoice	08/10/2023	SUMMER CAMP TRANSPORTATION 07/20		0.00	564.64	
016156	EFUEL LLC		08/10/2023	Regular	0.00	8,725.46	334965
1416213	Invoice	08/10/2023	FUEL CHARGES 07/16/2023 - 07/31/2023		0.00	8,725.46	
010385	ENVIRONMENTAL HEALTH DIVISION		08/10/2023	Regular	0.00	2,695.67	334966
IN0242957	Invoice	08/10/2023	BUSINESS PLAN, CUPA ADMINISTRATION		0.00	960.03	
IN0242958	Invoice	08/10/2023	BUSINESS PLAN, CUPA ADMINISTRATION		0.00	683.39	
in0242959	Invoice	08/10/2023	BUSINESS PLAN, CUPA ADMINISTRATION		0.00	1,052.25	
011777	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU		08/10/2023	Regular	0.00	1,430.00	334967
94536572	Invoice	08/10/2023	ARGIS DESKTOP BASIC SINGLE USE PRIMA		0.00	1,430.00	
016126	ENVISION VTA FD AUTO LLC		08/10/2023	Regular	0.00	175.39	334968
16082	Invoice	08/10/2023	#254 - ML3Z 1A189 B KIT TPM13		0.00	175.39	
010847	FARMERS IRRIGATION		08/10/2023	Regular	0.00	3,302.15	334969
18881	Invoice	08/10/2023	AUGUST 2023 PALM AVENUE YARD RENTA		0.00	3,302.15	
010398	FEDEX CORPORATION		08/10/2023	Regular	0.00	124.78	334970
8-192-05003	Invoice	08/10/2023	TRACKING #815299544156		0.00	124.78	
010440	FGL ENVIRONMENTAL, INC		08/10/2023	Regular	0.00	1,968.00	334971
304510A	Invoice	08/10/2023	SUB-BACTI SALMONELLA		0.00	411.00	
310753A	Invoice	08/10/2023	WET CHEMISTRY TDS		0.00	813.00	
310801A	Invoice	08/10/2023	LTB SERIES 15 TUBE		0.00	192.00	
311735A	Invoice	08/10/2023	COLIFORM - COLILERT - P/A		0.00	263.00	
312200A	Invoice	08/10/2023	COLIFORM - COLILERT - P/A		0.00	289.00	
010417	FIREMASTER		08/10/2023	Regular	0.00	3,191.65	334972
1003946	Invoice	08/10/2023	ANNUAL PURCHASE OF FIRE SAFETY EQUI		0.00	3,191.65	
015835	FLORES, ELIXEO		08/10/2023	Regular	0.00	91.00	334973
JULY 2023	Invoice	08/10/2023	INSTRUCTOR PAYMENT FOR JULY 2023		0.00	91.00	
012437	FMP UNIFORM CO.		08/10/2023	Regular	0.00	773.65	334974
17072	Invoice	08/10/2023	LAPD STYLE CAP - ADJUSTABLE		0.00	191.80	
17076	Invoice	08/10/2023	STRATON HAT TRAP - BACK ORDERED ITE		0.00	581.85	
010432	FRANK'S PAINT & HARDWARE		08/10/2023	Regular	0.00	615.74	334975
374912	Invoice	06/30/2023	1 INCH CAP BR PUSH FITTING		0.00	18.71	
374936	Invoice	06/30/2023	27030 SURESPRAY SELECT 3 GAL		0.00	136.30	
374971	Invoice	06/30/2023	3/4 X 3/4 FHTXFPT BRASS ADP		0.00	11.45	
377385	Invoice	08/10/2023	RN H3 HOG RINGS		0.00	29.21	
377395	Invoice	08/10/2023	RUST OLEUM LEAK SEAL		0.00	56.26	
377411	Invoice	08/10/2023	2090/E2 MASKING TAPE		0.00	36.77	
377412	Invoice	08/10/2023	3CH10C CLR POLYFILM		0.00	15.88	
377528	Invoice	08/10/2023	8347 HEAVY PLUMBERS TAPE		0.00	4.10	
377535	Invoice	08/10/2023	58505 PATCHING COMPOUND 4 LBS		0.00	51.39	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
377770	Invoice	08/10/2023	KEYS		0.00	4.33	
377772	Invoice	08/10/2023	KEYS		0.00	2.17	
377903	Invoice	08/10/2023	GPNB46100 NITRILE GLOVE PF		0.00	28.13	
377976	Invoice	08/10/2023	GAC3 T/O CARTRIDGE		0.00	15.47	
377988	Invoice	08/10/2023	GATE REMOTE OPENER		0.00	205.57	
014061	FRONTIER COMMUNICATIONS		08/10/2023	Regular	0.00	2,397.12	334976
07/28/23 - 08/27	Invoice	08/10/2023	MONTHLY UTILITY CHARGES		0.00	2,397.12	
010441	FRUIT GROWERS SUPPLY CO		08/10/2023	Regular	0.00	185.60	334977
92388430	Invoice	06/30/2023	SHOVEL SQ PT CORONA MAX WD HDL		0.00	185.60	
016278	GARCIA, JOSUE JARED		08/10/2023	Regular	0.00	500.00	334978
07/17/23 - 07/21	Invoice	08/10/2023	BASEBALL CAMP COACH SUMMER CAMP		0.00	500.00	
010797	GAS COMPANY, THE		08/10/2023	Regular	0.00	1,396.35	334979
07/07/23 - 07/20	Invoice	08/10/2023	MONTHLY UTILITY CHARGES		0.00	1,396.35	
014639	GOLD COAST ENVIRONMENTAL		08/10/2023	Regular	0.00	10,388.49	334980
13625	Invoice	06/30/2023	INFLUENT FLOW METER REPLACEMENT		0.00	10,388.49	
015222	GOODSUITE		08/10/2023	Regular	0.00	1,120.17	334981
INV194124	Invoice	08/10/2023	BILLING PERIOD 07/01/2023 - 07/31/202		0.00	1,120.17	
010480	GOVERNMENT FINANCE OFFICERS ASSOCIATIO		08/10/2023	Regular	0.00	250.00	334982
#2314002 23/24	Invoice	08/10/2023	MEMBERSHIP BASE DUES FOR C.RAMIREZ		0.00	250.00	
012800	GRANITE CONSTRUCTION COMPANY		08/10/2023	Regular	0.00	341.14	334983
2487086	Invoice	06/30/2023	13948- 1/2 INCH HMA FINE B		0.00	170.51	
2513171	Invoice	08/10/2023	13948 - 1/2" FINE B, ENERGY SURCHARGE		0.00	170.63	
015916	HAPA VETERINARY GROUP, INC.		08/10/2023	Regular	0.00	630.00	334984
343690	Invoice	08/10/2023	CREDELIO CANINE 50.1 - 100 LBS BLUE 6 P		0.00	630.00	
014686	HASA, INC.		08/10/2023	Regular	0.00	6,041.80	334985
905627	Invoice	08/10/2023	MULTI CHLOR 15 GAL DRUM DEP		0.00	155.18	
905628	Invoice	08/10/2023	MULTI CHLOR 15 GAL DRUM DEP		0.00	3,584.65	
905630	Invoice	08/10/2023	MULTI CHLOR 15 GAL DRUM DEP		0.00	155.58	
905632	Invoice	08/10/2023	MULTI CHLOR 15 GAL DRUM DEP		0.00	1,681.12	
907563	Invoice	08/10/2023	MULTI CHLOR 15 GAL DRUM DEP		0.00	465.27	
010527	HDL COREN & CONE		08/10/2023	Regular	0.00	3,200.00	334986
SIN030279	Invoice	08/10/2023	PROPERTY TAX CONTRACT SERVICES FY 23		0.00	3,200.00	
016280	HEREDIA CUSTOM CABINETS		08/10/2023	Regular	0.00	2,700.00	334987
103	Invoice	06/30/2023	CUSTOM CABINETS WITH 3 TOTAL LOCKS		0.00	2,700.00	
014826	HERNANDEZ, LIZ		08/10/2023	Regular	0.00	178.75	334988
JULY 2023	Invoice	08/10/2023	INSTRUCTOR PAYMENT FOR 07/2023 - FO		0.00	178.75	
010532	HOMB, KARL D		08/10/2023	Regular	0.00	3,664.00	334989
48995	Invoice	06/30/2023	BROADCAST AND RECORDING SERVICES		0.00	3,664.00	
016127	HOMELAND LANGUAGE SERVICES LLC		08/10/2023	Regular	0.00	246.92	334990
#2242	Invoice	08/10/2023	07/01/2023 - 08/01/2023 TRANSLATING S		0.00	246.92	
011477	HOPPIN, MICHAEL		08/10/2023	Regular	0.00	44.40	334991
PER DIEM 07/18/	Invoice	08/10/2023	TRAINIG ADMINISTRATORS COURSE CAM		0.00	44.40	
010537	HOUSE SANITARY SUPPLY		08/10/2023	Regular	0.00	797.48	334992
280175-02	Invoice	06/30/2023	17 INCH RED SPRAY BUFF PAD		0.00	21.84	
280369-01	Invoice	08/10/2023	DEO OURFRESH REFILL CUCM MELON		0.00	29.77	
280923	Invoice	08/10/2023	LR FUTURA 40X48 CLEAR 1.2 SUPER HEXE		0.00	745.87	
015640	HUITT-ZOLLARS, INC.		08/10/2023	Regular	0.00	14,265.00	334993
3134730105	Invoice	06/30/2023	PSA-CANYON BOOSTER PUMP UPGRADE		0.00	2,817.50	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
3134730106	Invoice	06/30/2023	PSA-CANYON BOOSTER PUMP UPGRADE		0.00	2,045.00	
3134740105	Invoice	06/30/2023	ENGINEERING DESIGN SERVICES FOR IMP		0.00	6,332.50	
3134740106	Invoice	06/30/2023	ENGINEERING DESIGN SERVICES FOR IMP		0.00	3,070.00	
014988	INFRASCALE INC.		08/10/2023	Regular	0.00	1,590.91	334994
INV00767879	Invoice	08/10/2023	CLOUD COMPUTE INSTANCE IBDR CLOOU		0.00	1,590.91	
011546	INTEGRATED WASTE MANAGEMENT DIVISION		08/10/2023	Regular	0.00	1,608.73	334995
857	Invoice	06/30/2023	HHW PATICIPANTS, ADMIN FEE 04/2023		0.00	723.23	
858	Invoice	06/30/2023	SANTA PAULA HHW PARTICIPANTS - LABO		0.00	885.50	
015967	J. ARTHUR GUTIERREZ		08/10/2023	Regular	0.00	2,307.00	334996
1013	Invoice	08/10/2023	MET WITH CITY STAFF REGARDING LP PAR		0.00	942.00	
1014	Invoice	08/10/2023	PROVIDED TECHNICAL EXPERTISE AND CR		0.00	1,365.00	
016212	JOHN PENCE BUILDING SPECIALTIES, INC		08/10/2023	Regular	0.00	17,700.00	334997
303479	Invoice	06/30/2023	BOYS AND GIRLS CLUB RESTROOM PARTIT		0.00	17,700.00	
015457	JONES, MARLENE A.		08/10/2023	Regular	0.00	540.00	334998
290	Invoice	08/10/2023	2022 ANNUAL PSI AND HDVI OPACITY TES		0.00	540.00	
010629	KIMBALL MIDWEST		08/10/2023	Regular	0.00	446.35	334999
101237434	Invoice	08/10/2023	SANDABLE PRIMER - GRA, 41 PC PAS THR		0.00	249.15	
101285062	Invoice	08/10/2023	DOT PUSH IN UNION, #12 HVY DUTY HOS		0.00	197.20	
013544	LARRY WALKER ASSOCIATES, INC.		08/10/2023	Regular	0.00	5,075.00	335000
00506.12-10	Invoice	06/30/2023	PSA Year 1 - FY 22/23		0.00	5,075.00	
011807	LIVESCAN EXPRESS, INC.		08/10/2023	Regular	0.00	198.00	335001
6186	Invoice	06/30/2023	FINGERPRINTING SERVICES 06/01/2023 -		0.00	198.00	
010061	LOWE'S		08/10/2023	Regular	0.00	128.90	335002
902796	Invoice	06/30/2023	CM 6 IN ALL STEEL, BERNZ ADV PERFORM		0.00	128.90	
015633	M6 CONSULTING, INC.		08/10/2023	Regular	0.00	22,545.14	335003
2435	Invoice	06/30/2023	FY 22.23 PROFESSIONAL B&S SERVICES A		0.00	8,513.75	
2519	Invoice	06/30/2023	FY 22.23 PROFESSIONAL B&S SERVICES A		0.00	3,871.95	
2524	Invoice	06/30/2023	PROFESSIONAL LAND DEVELOPMENT PLA		0.00	2,325.00	
2674	Invoice	06/30/2023	PROFESSIONAL PLAN CHECK SERVICES 04/		0.00	7,834.44	
010079	MADISON, CODY		08/10/2023	Regular	0.00	303.79	335004
PER DIEM 08/08/	Invoice	08/10/2023	ABC ALCOHOL POLICING PARTNERSHIP - D		0.00	222.00	
REIMBURSEMEN	Invoice	08/10/2023	REIMBURSEMENT FOR FOOD AND WATER		0.00	81.79	
013574	MAGNUM FENCE AND SECURITY INC.		08/10/2023	Regular	0.00	980.00	335005
14840	Invoice	08/10/2023	COMMERCIAL REPAIR OF CHAINLINK FEN		0.00	980.00	
010129	MASAHISA, OTAGIRI		08/10/2023	Regular	0.00	675.39	335006
53183	Invoice	06/30/2023	10 BLADE EDGER, OIL		0.00	192.22	
53193	Invoice	06/30/2023	5 GAL CON STEEL TYPE		0.00	81.19	
53247	Invoice	06/30/2023	4 BELTS AND 5 BLADES		0.00	62.24	
53335	Invoice	08/10/2023	LINE 3LBS, LINE 1LB SAW BLADES		0.00	339.74	
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC		08/10/2023	Regular	0.00	6,500.00	335007
109-2023-007	Invoice	08/10/2023	AMEND NO.2 PSA FOR LEGISLATIVE ADVO		0.00	6,500.00	
014436	MINER'S ACE HARDWARE		08/10/2023	Regular	0.00	1,492.77	335008
29806	Invoice	06/30/2023	DRIPCLOTH 8OZ 6X9		0.00	26.14	
29813	Invoice	06/30/2023	DISCHARGE HS 5/8 INCH		0.00	60.46	
29918	Invoice	06/30/2023	CLEANING CLOTH TERRY 6PK		0.00	111.47	
30055	Invoice	06/30/2023	GUMOUT START LUID 11OX		0.00	7.57	
30205	Invoice	06/30/2023	KEYS - 2 SIDED		0.00	6.04	
30276	Invoice	06/30/2023	WALLPLATE 1G MID BLNK WH		0.00	7.11	
30282	Invoice	06/30/2023	LED A21 E26 DL 100W 2PK		0.00	107.09	
30295	Invoice	06/30/2023	OUTDOOR GRIDDLE 4BURNER		0.00	496.59	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
31046	Invoice	08/10/2023	CLEANING CLOTH WHITE 1LB		0.00	31.57	
31060	Invoice	08/10/2023	BLADE STORM SET 3PC		0.00	51.94	
31073	Invoice	08/10/2023	BUNGEE 24 INCH RED BULK 2CD		0.00	161.41	
31092	Invoice	08/10/2023	SIMPLE GREEN LEMON GAL		0.00	29.21	
31137	Invoice	08/10/2023	NESTLE PURE LIFE 24 PK		0.00	9.73	
31144	Invoice	08/10/2023	KEYS		0.00	25.92	
31161	Invoice	08/10/2023	LOW VOLT 1G OW BRACKET		0.00	42.57	
31168	Invoice	08/10/2023	CORD EXTN 12/3 SJTW 25		0.00	173.14	
31190	Invoice	08/10/2023	BATTERY ALKALINE AA 6PK		0.00	31.37	
31220	Invoice	08/10/2023	HOUSEWARES		0.00	14.06	
31235	Invoice	08/10/2023	ROUNDUP W&G CONC 36.8OZ		0.00	29.10	
31301	Invoice	08/10/2023	DUCT TAPE BLACK 10YD		0.00	7.57	
31337	Invoice	08/10/2023	DRINK WATER FILTER US 600		0.00	32.45	
31355	Credit Memo	08/10/2023	DRINK WTR FILTER US-600		0.00	-28.13	
31365	Invoice	08/10/2023	1LB RED STAR DECK PLUS 8X2		0.00	45.42	
31370	Invoice	08/10/2023	PACK TAPE HD CLR 800"		0.00	12.97	
015126	MORALES, JOSEPH		08/10/2023	Regular	0.00	222.00	335009
PER DIEM 08/09/	Invoice	08/10/2023	IACP IMPAIRED DRIVING AND TRAFFIC CO		0.00	222.00	
016052	NATURAL GREEN LANDSCAPE, INC.		08/10/2023	Regular	0.00	16,800.00	335010
21805	Invoice	06/30/2023	MSA -INSTALL 67 RC RGBW LIGHTS ALON		0.00	15,000.00	
22074	Invoice	08/10/2023	315 N 9TH ST REMOVED ONE XL CHINESE		0.00	1,800.00	
013872	NICKS POOL AND SPA SERVICE		08/10/2023	Regular	0.00	293.34	335011
23130701	Invoice	08/10/2023	GRANTIE BALL SERVICE		0.00	293.34	
014375	NORRIS, ROBERT		08/10/2023	Regular	0.00	202.97	335012
52547	Invoice	08/10/2023	PORT AND CO L/S ROYAL T SHIRTS WITH P		0.00	202.97	
014324	OFFICE EQUIPMENT SPECIALIST		08/10/2023	Regular	0.00	140.00	335013
1968	Invoice	08/10/2023	REMOVED PROCESS UNIT, CLEANED ALL I		0.00	140.00	
012691	O'REILLY AUTOMOTIVE STORES, INC.		08/10/2023	Regular	0.00	1,958.18	335014
3129-483245	Invoice	08/10/2023	#252 - OIL FILTER		0.00	11.45	
3129-483342	Invoice	08/10/2023	#911 - BATTERY		0.00	943.89	
3129-483443	Invoice	08/10/2023	#469 - DISC PAD SET		0.00	405.27	
3129-483675	Invoice	08/10/2023	#289 - PRESS SWITCH		0.00	30.87	
3129-484594	Invoice	08/10/2023	#423 - HEATER CONN		0.00	72.41	
3129-484742	Invoice	08/10/2023	#254 - TPMS SENSOR		0.00	43.02	
3129-484891	Invoice	08/10/2023	#414 - DISC HRDWARE		0.00	52.54	
3129-485364	Invoice	08/10/2023	#286 - TAIL LGT ASY		0.00	170.28	
3129-485390	Invoice	08/10/2023	#286 - TAIL LGT ASY		0.00	87.27	
3129-485504	Credit Memo	08/10/2023	TAIL LGT ASY		0.00	-87.27	
3129-486721	Invoice	08/10/2023	#254 - TPMS SENSOR		0.00	51.13	
3129-487244	Invoice	08/10/2023	#123 - OIL FILTER		0.00	21.47	
3129-487349	Invoice	08/10/2023	#123 - CERAMIC PADS		0.00	140.71	
3129-487526	Invoice	08/10/2023	WRENCH		0.00	15.14	
012844	PARKHOUSE TIRE SERVICES, INC.		08/10/2023	Regular	0.00	4,108.75	335015
4020175020	Invoice	08/10/2023	#462 - 225/60R18 100W FST FH PURSUIT		0.00	539.39	
4020175022	Invoice	08/10/2023	#466 - 245/55R18 103W FST FH PURSUIT		0.00	579.24	
4020175024	Invoice	08/10/2023	#132 - LT245/75R17 E FST T/F HT BL		0.00	745.17	
4020175026	Invoice	08/10/2023	#225 - ST225/75R15 NAN F/S M108		0.00	248.50	
4020175029	Invoice	08/10/2023	#230 - ST235/85R16 G NAN MILESTAR N1		0.00	221.29	
4020175131	Invoice	08/10/2023	#432 - 255/60R18 108V FST F/H PURSUIT		0.00	540.55	
4020175133	Invoice	08/10/2023	#468 - 255/60R18 108V FST F/H PURSUIT		0.00	270.27	
4020175144	Invoice	08/10/2023	#465 - 245/55/R18 103 W FST FH PURSUI		0.00	289.62	
4020175145	Invoice	08/10/2023	#289 - ST235/85R16 G NAN MILESTAR N1		0.00	215.79	
4020175146	Invoice	08/10/2023	#254 - P255/70R16 111T BST DUELER HT6		0.00	458.93	
015443	PASSPORT LABS, INC.		08/10/2023	Regular	0.00	2,276.88	335016

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV-1038206	Invoice	06/30/2023	PER CITATION ISSUED FEE, LETTERS SENT		0.00	1,149.66	
INV-1039483	Invoice	06/30/2023	PER CITATION ISSUED FEE, LETTER SENT F		0.00	1,127.22	
015335	PAVEMENT COATING CO.		08/10/2023	Regular	0.00	101.67	335017
CCusI002049	Invoice	06/30/2023	SS-1H 18.96 GL		0.00	101.67	
014663	PHOENIX CIVIL ENGINEERING, INC.		08/10/2023	Regular	0.00	67,230.10	335018
22558	Invoice	06/30/2023	Task Order #4		0.00	766.25	
22577	Invoice	06/30/2023	Task Order #5		0.00	700.00	
22578	Invoice	06/30/2023	PSA - Mesa Tank Replacement Poj.		0.00	14,035.80	
22581	Invoice	06/30/2023	HARVARD BLVD. WATER AND SEWER PIPE		0.00	51,728.05	
015637	PLAYGROUND GUARDIAN LLC		08/10/2023	Regular	0.00	720.00	335019
13419	Invoice	08/10/2023	PARK PROTECTOR INSPECTION SOFTWAR		0.00	720.00	
014320	POLYDYNE, INC.		08/10/2023	Regular	0.00	25,511.97	335020
1753267	Invoice	08/10/2023	WRF POLYMER SUPPLY 3YR AGREEMENT		0.00	25,511.97	
010279	POTTER, DANIEL		08/10/2023	Regular	0.00	22.20	335021
PER DIEM 07/06/	Invoice	08/10/2023	FETANYL OVERDOSE DEATH INVESTIGATIO		0.00	22.20	
013730	QUADIENT LEASING USA, INC.		08/10/2023	Regular	0.00	1,198.50	335022
N10043150	Invoice	08/10/2023	08/24/23 - 11/23/23 LEASING PERIOD		0.00	1,198.50	
014934	RAMIREZ, JOSHUA		08/10/2023	Regular	0.00	1,053.00	335023
JULY 2023	Invoice	08/10/2023	INSTRUCTOR PAYMENT FOR JULY 2023 TA		0.00	1,053.00	
012635	RAUL'S SMOG		08/10/2023	Regular	0.00	31.75	335024
067341	Invoice	08/10/2023	#294 - SMOG INSPECITON, SMOG CERTIFI		0.00	31.75	
010347	RINCON CONSULTANTS, INC		08/10/2023	Regular	0.00	35,867.48	335025
49614	Invoice	06/30/2023	TASK ORDER #5		0.00	17,812.42	
49621	Invoice	06/30/2023	Task Order #3 - Lead Based Paint & Asbest		0.00	1,861.96	
49631	Invoice	06/30/2023	Task Order # 4		0.00	16,193.10	
010047	ROBERT HALF		08/10/2023	Regular	0.00	3,399.71	335026
62005030	Invoice	06/30/2023	C. MENDEZ WK END DT 05/12/2023		0.00	459.00	
62333809	Invoice	08/10/2023	V. RODRIGUEZ WK END DT 07/21/23		0.00	1,479.60	
62349835	Invoice	08/10/2023	V. RODRIGUEZ WK END DT 07/28/2023		0.00	1,461.11	
010376	SAFETY-KLEEN SYSTEMS, INC.		08/10/2023	Regular	0.00	207.62	335027
92407326	Invoice	08/10/2023	FEE, FUEL SURCHARGE, CHEMISTRY FEE		0.00	207.62	
011263	SANTA PAULA SELF STORAGE		08/10/2023	Regular	0.00	1,890.00	335028
#13127	Invoice	08/10/2023	UNIT #102 RENT 07/23 - 08/23		0.00	300.00	
#35080	Invoice	08/10/2023	UNIT #207,#218,#240,#261 RENT 07/23 -		0.00	1,590.00	
010711	SANTA PAULA TIMES		08/10/2023	Regular	0.00	894.60	335029
JULY 2023	Invoice	08/10/2023	VARIOUS ADS		0.00	894.60	
011640	SATCOM GLOBAL, INC.		08/10/2023	Regular	0.00	1.05	335030
AS08230141	Invoice	08/10/2023	IRIDIUM SIM CARD 881621449175 & 881		0.00	1.05	
010785	SMART & FINAL		08/10/2023	Regular	0.00	548.32	335031
0212 07/17/2023	Invoice	08/10/2023	SENIOR LUNCHEON ITEMS		0.00	137.07	
0219 07/17/2023	Invoice	08/10/2023	SENIOR LUNCHEON ITEMS		0.00	411.25	
010790	SOAP MAN		08/10/2023	Regular	0.00	135.20	335032
189922	Invoice	08/10/2023	CS GL ARROWHEAD DISTILLED WATER		0.00	135.20	
010795	SOUTHERN CALIFORNIA EDISON		08/10/2023	Regular	0.00	212,070.03	335033
06/15/2023 - 07/	Invoice	08/10/2023	MONTHLY UTILITY CHARGES		0.00	212,070.03	
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA		08/10/2023	Regular	0.00	2,977.00	335034
220902327090 0	Invoice	06/30/2023	SERVICES RENDERED		0.00	1,680.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
220902327090 0	Invoice	08/10/2023	SERVICES RENDERED		0.00	1,297.00	
013043	STAFFORD, STEVE		08/10/2023	Regular	0.00	300.00	335035
07/24/2023	Invoice	08/10/2023	MUSIC FOR SENIOR LUNCHEON		0.00	300.00	
016130	STANEWICH III, JOHN		08/10/2023	Regular	0.00	360.00	335036
#1776	Invoice	08/10/2023	WINDOWS FOR FOURTH OF JULY		0.00	360.00	
011144	STAPLES, INC.		08/10/2023	Regular	0.00	699.09	335037
3541849406	Invoice	08/10/2023	HEIGHT ADJUSTABLE FOOTREST		0.00	79.99	
3541849414	Invoice	08/10/2023	WALL CABINET		0.00	227.96	
3542113597	Invoice	08/10/2023	TR FLAT STAPLE REMOVER		0.00	283.14	
3542349026	Invoice	08/10/2023	COPPERTOP AA ALKALINE BOX OF		0.00	70.94	
3542349027	Invoice	08/10/2023	STPLS 3PK LETTER SIZE LIPBOARDS		0.00	37.06	
016177	STEIGER, JEFFREY S.		08/10/2023	Regular	0.00	8,000.00	335038
AUGUST 2023	Invoice	08/10/2023	Mesa Tank - Temporary Construction Ease		0.00	4,000.00	
JULY 2023	Invoice	08/10/2023	Mesa Tank - Temporary Construction Ease		0.00	4,000.00	
013800	STERICYCLE ENVIRONMENTAL SOLUTIONS		08/10/2023	Regular	0.00	171.81	335039
3006555003	Invoice	08/10/2023	16 GAL SHARPS (BIO), 43 GAL RED W BLA		0.00	171.81	
015285	SUPERIOR PRINTING & GRAPHICS		08/10/2023	Regular	0.00	76.48	335040
3483	Invoice	06/30/2023	ENGINEERING PRINT SCANS		0.00	16.61	
3496	Invoice	08/10/2023	ENGINEERING PRINT SCANS 7-4 SETS 19 P		0.00	59.87	
016086	THE HOUSE OF MAGIC FOUNDATION FOR THE		08/10/2023	Regular	0.00	6,600.00	335041
06/26/23 - 07/20	Invoice	08/10/2023	SUMMER CAMP SERVICES 2023		0.00	6,600.00	
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.		08/10/2023	Regular	0.00	5,226.66	335042
10289	Invoice	06/30/2023	PSA- 01/01/2022		0.00	3,675.00	
10469	Invoice	08/10/2023	AMENDMENT NO. 2 - PSA SERVICES THRO		0.00	1,551.66	
016249	U.S. SAWS , INC		08/10/2023	Regular	0.00	651.96	335043
I133917	Invoice	08/10/2023	TWO MAGNET TRENCH PLATE MOVER WI		0.00	651.96	
011891	ULINE SHIPPING SUPPLIES		08/10/2023	Regular	0.00	648.96	335044
165474836	Invoice	06/30/2023	38X18XX35 WELDED 3 SHELF CART		0.00	648.96	
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN		08/10/2023	Regular	0.00	142.15	335045
23-240170	Invoice	08/10/2023	CA STATE FEE FOR REGULATORY COSTS		0.00	42.90	
720230201	Invoice	08/10/2023	CSP 90 NEW TICKET CHARGES, MONTHLY		0.00	99.25	
015818	URM TECHNOLOGIES, INC.		08/10/2023	Regular	0.00	683.78	335046
78236	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	75.00	
78827	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	38.15	
79098	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	1.32	
80007	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	90.00	
80484	Invoice	06/30/2023	DUNNING INTEREST AND FEE		0.00	35.58	
81846	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	75.00	
82390	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	90.00	
83086	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	90.00	
83652	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	98.73	
84232	Invoice	06/30/2023	214 S 10TH ST SHREDDING SERVICES		0.00	90.00	
010903	USA BLUE BOOK		08/10/2023	Regular	0.00	2,527.36	335047
INV00091420	Invoice	08/10/2023	3/8 TUBE X 14 TUBE PP UNION		0.00	149.22	
INV00091569	Invoice	08/10/2023	U-LOCATE PIPE AND CABLE LOCATOR KIT		0.00	2,044.99	
INV00094675	Invoice	08/10/2023	1/2 TUBEX 3/8 TUBE PP UNION		0.00	333.15	
013736	V.C.T.C.		08/10/2023	Regular	0.00	220.00	335048
JULY 2023	Invoice	08/10/2023	JULY 2023 BUS SALES		0.00	220.00	
015186	VENTURA COUNTY AUTO SUPPLY, INC.		08/10/2023	Regular	0.00	530.48	335049
978025	Invoice	08/10/2023	BOXED MINATURES TIRE CRAYON WHITE		0.00	108.34	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
978095	Invoice	08/10/2023	#422 - ROTOR CHEVY TAHOE P		0.00	347.83	
978096	Invoice	08/10/2023	#414 - PAADSET DODGE 2014 C		0.00	74.31	
016260	VENTURA COUNTY LEADERSHIP ACADEMY		08/10/2023	Regular	0.00	2,250.00	335050
XXIX- ROYAS	Invoice	08/10/2023	COHORT TUITION XXIX - ROYAS		0.00	2,250.00	
011539	VERIZON WIRELESS		08/10/2023	Regular	0.00	3,170.19	335051
9940181671	Invoice	08/10/2023	MONTHLY PHONE CHARGES 06/22/23 - 0		0.00	3,170.19	
015849	VIRANI, SHAWN		08/21/2023	Regular	0.00	-784.40	335052
015849	VIRANI, SHAWN		08/10/2023	Regular	0.00	784.40	335052
PER DIEM 07/06/	Invoice	08/10/2023	FETANYL OVERDOSE DEATH INVESTIGATIO		0.00	22.20	
PER DIEM 07/28/	Invoice	08/10/2023	SURVIVING WARRANT SERVICE GLENDOR		0.00	22.20	
PER DIEM 08/14/	Invoice	08/10/2023	ICI CORE COURSE (INVESTIGATIONS) ORA		0.00	740.00	
010975	VRSD		08/10/2023	Regular	0.00	123,578.63	335053
234200 - 06.30.2	Invoice	06/30/2023	WASTEWATER COLLECTIONS FY 22/23		0.00	32,384.61	
234302 - 06.30.2	Invoice	06/30/2023	WRF O&M SERVICES FY 22/23		0.00	91,194.02	
010978	VULCAN MATERIALS COMPANY		08/10/2023	Regular	0.00	427.48	335054
73607379	Invoice	06/30/2023	203 3C3 PG64-10, ENVIRONMENTAL FEE		0.00	215.74	
73607380	Invoice	06/30/2023	203 3C3 PG64-10, ENVIRONMENTAL FEE		0.00	211.74	
014993	WATKINS, KATE		08/10/2023	Regular	0.00	340.40	335055
PER DIEM 08/10/	Invoice	08/10/2023	CSTI EOC INTERMEDIATE MANAGEMENT		0.00	44.40	
PER DIEM 08/14/	Invoice	08/10/2023	EMERGENCY MANAGEMENT CONCEPTS L		0.00	296.00	
014993	WATKINS, KATE		08/21/2023	Regular	0.00	-340.40	335055
014968	WILLDAN FINANCIAL SERVICES		08/10/2023	Regular	0.00	7,811.41	335056
010-55402	Invoice	08/10/2023	COMMUNITY FACILITIES DISTRICT ADMIN		0.00	7,811.41	
013843	YOUNG, DUNCAN		08/10/2023	Regular	0.00	1,446.25	335057
JULY 2023	Invoice	08/10/2023	INSTRUCTOR PAYMENT FOR JULY 2023		0.00	1,446.25	
016027	YUNEX LLC		08/10/2023	Regular	0.00	3,115.13	335058
5610281969	Invoice	06/30/2023	MWO #43		0.00	1,409.64	
5620043461	Invoice	06/30/2023	MWO #43		0.00	1,705.49	
011341	CALIFORNIA JPIA		08/18/2023	Regular	0.00	2,688,861.00	335065
PRIM02214	Invoice	08/18/2023	ANNUAL CONTRIBUTION: 2023-24 LIABILI		0.00	2,212,792.00	
PROP02352	Invoice	08/18/2023	ALL RISK PROPERTY INS. TERM 07/01/23 -		0.00	476,069.00	
014854	AERZEN USA CORPORATION		08/24/2023	Regular	0.00	2,500.00	335066
SEPI-23-003659R	Invoice	06/30/2023	Blower Diagnosis		0.00	2,500.00	
010378	ALBERTSON'S/SAFEWAY		08/24/2023	Regular	0.00	1,040.63	335067
06/28/23 - 07/26	Invoice	08/24/2023	VARIOUS GROCERY PURCHASES		0.00	1,040.63	
015498	AMAZON CAPITAL SERVICES		08/24/2023	Regular	0.00	1,125.83	335068
14JH-GJK3-F71J	Invoice	08/24/2023	BLUERIGGER 4K HDMI CABLE 50FT		0.00	139.24	
171Q-JKRQ-PYXC	Invoice	08/24/2023	AVALON BOTTOM LOADING WATER COOL		0.00	183.92	
179F-XF96-1NMK	Credit Memo	08/24/2023	2 PACK CORK BOARD BULLETIN BOARD 15		0.00	-7.57	
19K4-7G11-D13D	Invoice	08/24/2023	IGLOO IWCBL353CRHBKS STAINLESS STEE		0.00	194.84	
1DLP-JRQQ-Q1W	Invoice	08/24/2023	KLEIN TOOLS 60347 HARD HAT, VENTED, F		0.00	103.91	
1J3C-R96J-4HXD	Invoice	08/24/2023	TRIPP LITE POWER CORD EXTENISON CAB		0.00	23.31	
1JFM-D1TT-K3M1	Invoice	08/24/2023	KLEIN TOOLS 60347 HARD HAT VENTED F		0.00	233.79	
1VR7-7NHK-JPC4	Invoice	08/24/2023	AT-3500 HEAVY DUTY MULTIFUCNTION TI		0.00	254.39	
011080	ARAMARK UNIFORM & CAREER APPAREL GROU		08/24/2023	Regular	0.00	58.18	335069
5020354247	Invoice	08/24/2023	182 S PALM AVE - MATS		0.00	29.09	
5020359616	Invoice	08/24/2023	182 S PALM AVE - MATS		0.00	29.09	
016125	ARANDA, MIKE		08/24/2023	Regular	0.00	2,400.00	335070
0000020	Invoice	08/24/2023	CONSULTING SERVICES FOR POLICE DEPA		0.00	2,400.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
011368	ASWELL TROPHY		08/24/2023	Regular	0.00	55.89	335071
167719	Invoice	08/24/2023	5 X 7 BLACK MARBLE PLAQUE + SILVER FU		0.00	55.89	
011354	AT&T MOBILITY		08/24/2023	Regular	0.00	1,063.11	335072
287299196399X0	Invoice	08/24/2023	BILLING PERIOD 07/03/2023 - 08/02/202		0.00	1,063.11	
015821	BARRISTER PROFESSIONAL SERVICES, LLC.		08/24/2023	Regular	0.00	5,875.00	335073
21-08-0021-009	Invoice	06/30/2023	BACKGROUND INVESTIGATION SERVICES		0.00	5,875.00	
016281	BETTER IMPACT USA INC.		08/24/2023	Regular	0.00	948.00	335074
INV-108951	Invoice	08/24/2023	VOLUNTEER IMPACT - ANNUAL SUB FEE S		0.00	948.00	
011487	CA SOCIETY OF MUNICIPAL FINANCE OFFICERS		08/24/2023	Regular	0.00	180.00	335075
200017628	Invoice	08/24/2023	CHANNEL COUNTIES CHAPT. MEET - BJ, C		0.00	180.00	
011317	CALIFORNIA BUILDING OFFICIALS		08/24/2023	Regular	0.00	290.00	335076
16794	Invoice	08/24/2023	VIRTUAL REG - D. SCHULTZ G. IZAGUIRRE		0.00	290.00	
011341	CALIFORNIA JPIA		08/24/2023	Regular	0.00	6,269.00	335077
ENVIRO01276	Invoice	08/24/2023	POLLUTION LIABILITY INSURANCE PREMI		0.00	6,269.00	
016195	CARRILLO, ALEXIS		08/24/2023	Regular	0.00	279.00	335078
06/07/2023 - 07/	Invoice	06/30/2023	CITY OF SP PARKS AND REC T-BALL UMPIR		0.00	279.00	
016017	CASTELLON, FABIAN		08/24/2023	Regular	0.00	3,000.00	335079
FY 23/24 TUITIO	Invoice	08/24/2023	LEADERSHIP DEVELOPMENT, SMALL GRO		0.00	3,000.00	
011336	CDCE INC.		08/24/2023	Regular	0.00	470.00	335080
138445-28	Invoice	08/24/2023	RENEWAL FOR LEASE #138445 FY23/24 (#		0.00	290.00	
139414-20	Invoice	08/24/2023	RENEWAL FOR LEASE #139414 FY23/24 (#		0.00	180.00	
015871	CHARTER COMMUNICATIONS		08/24/2023	Regular	0.00	1,688.12	335081
0095804081023	Invoice	08/24/2023	BILLING PERIOD 08/10/2023 - 09/09/202		0.00	289.12	
0460685072723	Invoice	08/24/2023	MONTHLY SERVICE 07/27/2023 - 08/26/2		0.00	1,399.00	
010418	CORELOGIC SOLUTIONS, LLC		08/24/2023	Regular	0.00	140.00	335082
82182231	Invoice	08/24/2023	JULY 2023		0.00	140.00	
011164	CRANE PRINTING		08/24/2023	Regular	0.00	557.49	335083
23630	Invoice	08/24/2023	BUISINESS CARDS 250 EACH PD, REQUEST		0.00	451.40	
23631	Invoice	08/24/2023	CITY OF SANTA PAULA MISC RECEIPTS 680		0.00	106.09	
011811	DE LAGE LANDEN		08/24/2023	Regular	0.00	1,553.44	335084
80632841	Invoice	08/24/2023	180 S PALM AVE COPIER LEASE		0.00	272.15	
80632855	Invoice	08/24/2023	IT LOCATIONS PERIOD 08/01/2023 - 08/3		0.00	1,234.44	
80707975	Invoice	08/24/2023	PROPERTY TAX 180 S PALM AVE		0.00	46.85	
012421	DIVISION OF THE STATE ARCHITECT		08/24/2023	Regular	0.00	353.00	335085
2023 JAN - MAR	Invoice	06/30/2023	QUARTERLY B.L. STATE TAX FEE JAN-MAR		0.00	353.00	
013975	DODOS DESIGN - GARCIA, DAVID		08/24/2023	Regular	0.00	467.64	335086
8669	Invoice	08/24/2023	FLEED DIVISION PRINT - SILK SCREENING		0.00	467.64	
016156	EFUEL LLC		08/24/2023	Regular	0.00	8,734.37	335087
1428719	Invoice	08/24/2023	various fuel charges 08/01/2023 - 08/15/		0.00	8,734.37	
010385	ENVIRONMENTAL HEALTH DIVISION		08/24/2023	Regular	0.00	1,789.97	335088
IN0242880	Invoice	08/24/2023	BUSINESS PLAN, HAZARDOUS WASTE GEN		0.00	1,789.97	
016189	ESPINOZA, NATHAN		08/24/2023	Regular	0.00	232.50	335089
06/07/2023 - 07/	Invoice	06/30/2023	PARKS AND REC T-BALL PROGRAM UMPIR		0.00	232.50	
010395	FAMCON PIPE & SUPPLY, INC.		08/24/2023	Regular	0.00	1,252.70	335090
S100108255.001	Invoice	08/24/2023	RMW7518 WASHER, EDPM RUBBER MET		0.00	117.98	
S100108652.001	Invoice	08/24/2023	NSC382325NL FORD #C38-23-2.5-NL		0.00	851.57	
S100108665.001	Invoice	08/24/2023	WMP WHITE MARKING PAINT		0.00	160.88	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
S100108746.001	Invoice	08/24/2023	SSP400 PROBE STAINLESS STEEL 4'		0.00	122.27	
010440	FGL ENVIRONMENTAL, INC		08/24/2023	Regular	0.00	1,797.00	335091
311356A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
311443A	Invoice	08/24/2023	COLIFORM - COLILERT P/A		0.00	433.00	
311480A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
311631A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
311675A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
311712A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
311714A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
311746A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
311857A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	192.00	
311961A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312044A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312105A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312108A	Invoice	08/24/2023	LB SERIES 1515 TUBE		0.00	35.00	
312122A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312291A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312455A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312490A	Invoice	08/24/2023	FIELD TEST - FIELD CL TOTAL		0.00	30.00	
312524A	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312609B	Invoice	08/24/2023	LTB SERIES 15 TUBE		0.00	35.00	
312682A	Invoice	08/24/2023	COLIFOORM - COLILERT-P/A		0.00	263.00	
313057A	Invoice	08/24/2023	COLIFORM - COLILERT P/A		0.00	289.00	
313854B	Invoice	08/24/2023	DIELD TEST - FIELD CL TOTAL		0.00	30.00	
010417	FIREMASTER		08/24/2023	Regular	0.00	311.78	335092
0001096725	Invoice	08/24/2023	214 S 10TH ST SERVICE, EXTINGUISHER A		0.00	311.78	
010432	FRANK'S PAINT & HARDWARE		08/24/2023	Regular	0.00	643.46	335093
372473	Invoice	06/30/2023	FORNEY MERCH 71985		0.00	29.21	
374946	Invoice	06/30/2023	135 VOC WHT TRAFFICC MARKER		0.00	43.29	
374952	Invoice	06/30/2023	GVD-3504 VOLT TESTER NO-CON		0.00	18.39	
374954	Invoice	06/30/2023	L92BP-2 LITHIUM BATTERY AAA 2PK		0.00	6.16	
375045	Invoice	06/30/2023	DRAW CATCHES ZN PLT		0.00	15.14	
376334	Invoice	06/30/2023	7253 14 INCH CABLE TIES 1000PK		0.00	299.79	
378119	Invoice	08/24/2023	CHALK REEL SPEED 100FT		0.00	21.08	
378130	Invoice	08/24/2023	CONCRETE 60LB		0.00	60.53	
378197	Invoice	08/24/2023	KC181 CIP ON METAL KEY CLIP		0.00	7.03	
378226	Invoice	08/24/2023	05312 SAND SHEET 4.5X4.5 150 G		0.00	17.73	
378251	Invoice	08/24/2023	FLEX TAPE CLR 4X5FT		0.00	38.95	
378255	Invoice	08/24/2023	15806 1/2 PT MEGALOC SEAL		0.00	77.66	
378347	Invoice	08/24/2023	220178 115 BC 8X1-1/4 BRACE		0.00	8.50	
014061	FRONTIER COMMUNICATIONS		08/24/2023	Regular	0.00	800.00	335094
08/02/23 - 09/01	Invoice	08/24/2023	MONTHLY UTILITY CHARGES		0.00	800.00	
010441	FRUIT GROWERS SUPPLY CO		08/24/2023	Regular	0.00	201.80	335095
92405791	Invoice	08/24/2023	GLOVE CTD LATEX BLU C/P 10GA SHELL LR		0.00	119.71	
92405980	Invoice	08/24/2023	SHOVEL SQ-PT CORONA MAX WD-HDL		0.00	82.09	
010797	GAS COMPANY, THE		08/24/2023	Regular	0.00	205.07	335096
07/20/2023 - 08/	Invoice	08/24/2023	MONTHLY UTILITY CHARGES		0.00	205.07	
016096	GERALD GARCIA		08/24/2023	Regular	0.00	3,370.00	335097
1261	Invoice	08/24/2023	CERTIFIED ARBORIST SITE VISIT - MULTIPL		0.00	3,370.00	
013039	GRANICUS, INC.		08/24/2023	Regular	0.00	4,788.75	335098
168103	Invoice	06/30/2023	PEAK - ONLINE TRAINING, GRANIUS VIDE		0.00	4,788.75	
012800	GRANITE CONSTRUCTION COMPANY		08/24/2023	Regular	0.00	165.85	335099
2521331	Invoice	08/24/2023	13948 - 1/2" HMA FINE B		0.00	165.85	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
015988	HOUSING OPPORTUNITIES MADE EASIER		08/24/2023	Regular	0.00	1,500.00	335100
08/14/2023	Invoice	08/24/2023	HOME ANNUAL HOUSING CONFERENCE 1		0.00	1,500.00	
015919	HUDAK, TRACY		08/24/2023	Regular	0.00	2,000.00	335101
2822	Invoice	08/24/2023	ARTE AND CULTURA COLLECTIVE - MISSIO		0.00	2,000.00	
015640	HUITT-ZOLLARS, INC.		08/24/2023	Regular	0.00	36,445.00	335102
3134730107	Invoice	06/30/2023	PSA-CANYON BOOSTER PUMP UPGRADE		0.00	13,105.00	
3134740107	Invoice	06/30/2023	ENGINEERING DESIGN SERVICES FOR IMP		0.00	23,340.00	
015347	J.W. ENTERPRISES		08/24/2023	Regular	0.00	286.65	335103
368297	Invoice	08/24/2023	TWO STATION SINK, PREP SERVICE EVENT		0.00	286.65	
016279	JIM GILL FLOORING INC		08/24/2023	Regular	0.00	2,250.00	335104
5283	Invoice	06/30/2023	FURNISH AND INSTALL ARMSTRONG VCT		0.00	2,250.00	
016212	JOHN PENCE BUILDING SPECIALTIES, INC		08/24/2023	Regular	0.00	673.43	335105
303480	Invoice	06/30/2023	B&G CLUB HUMBO ROLL DISPENSERS		0.00	673.43	
012750	JORDANO'S INC. AND SUBSIDIARIES		08/24/2023	Regular	0.00	1,369.64	335106
6857581	Invoice	08/24/2023	23728 CONTAINER FOIL 3 COMP OBLONG		0.00	708.80	
6869093	Invoice	08/24/2023	23728 CONTAINER FOIL 3 COMP OBLONG		0.00	660.84	
016095	LA CASA DE CERAMICA LLC		08/24/2023	Regular	0.00	6,585.88	335107
8823	Invoice	06/30/2023	CITY HALL BREAKROOM REMODEL CABIN		0.00	6,585.88	
010017	LIEBERT CASSIDY WHITMORE		08/24/2023	Regular	0.00	5,070.00	335108
244775	Invoice	08/24/2023	MEMBERSHIP 7/1/23 - 6/30/24		0.00	5,070.00	
010061	LOWE'S		08/24/2023	Regular	0.00	2,870.38	335109
901326	Invoice	08/24/2023	SHARP 1.6 CU FT SS MICRWV		0.00	185.78	
901328	Invoice	08/24/2023	MDF 3210 BASE 5-1/2-INX8-		0.00	572.75	
901668	Invoice	08/24/2023	QLT 12 IN FINE RED RUBBER		0.00	98.38	
901937	Invoice	08/24/2023	GE LFL 32W T8A 4FT 41K 1		0.00	62.26	
903333	Invoice	08/24/2023	PS CDLS 1 IN RD BLD 27-64		0.00	128.92	
903334	Invoice	08/24/2023	12 IN LD 1100-LUMEN RND		0.00	35.82	
903335	Invoice	08/24/2023	STUD BUDDY, 4 FT NARROW BODY WRAP		0.00	72.65	
961295	Invoice	08/24/2023	DW USB A TO LTNG BRAIDED		0.00	1,642.21	
961317	Invoice	08/24/2023	PS EVERFIELD CH SS HI ARC		0.00	71.61	
015633	M6 CONSULTING, INC.		08/24/2023	Regular	0.00	18,759.27	335110
2525	Invoice	06/30/2023	PROFESSIONAL LAND DEV SERVICES THRO		0.00	4,350.00	
2722	Invoice	06/30/2023	PROFESSIONAL PLAN CK SERVICES THROU		0.00	7,402.44	
2765	Invoice	06/30/2023	PROFESSIONAL PLAN CHECK SERVICES JU		0.00	7,006.83	
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC		08/24/2023	Regular	0.00	6,500.00	335111
109-2023-008	Invoice	08/24/2023	AMEND NO.2 PSA FOR LEGISLATIVE ADVO		0.00	6,500.00	
014436	MINER'S ACE HARDWARE		08/24/2023	Regular	0.00	1,578.90	335112
29822	Invoice	06/30/2023	GLOVE COWSLIT BAL LG PR		0.00	55.81	
30730	Invoice	06/30/2023	CUT 3 DIPPED GOLOVS LG		0.00	57.32	
31363	Invoice	08/24/2023	VP 50:1 FUEL 128 OZ		0.00	60.60	
31416	Invoice	08/24/2023	ADAPTR PVC40 3/4X1" MPTXS		0.00	8.41	
31421	Invoice	08/24/2023	KEYS		0.00	8.64	
31435	Invoice	08/24/2023	ROCKWOOD FRAY A/F		0.00	19.47	
31459	Invoice	08/24/2023	1/4 INCH DR 1/4 INCH SAE 6 PT SKT		0.00	13.40	
31471	Invoice	08/24/2023	AUTO SUN SHADE ACCORDIAN		0.00	32.44	
31472	Invoice	08/24/2023	DSP GLOVE NIT LG BLK PF		0.00	21.64	
31479	Invoice	08/24/2023	PLSTC BUCKET 5G WHHT ACEG		0.00	46.50	
31480	Invoice	08/24/2023	PIPE ADPTR SCH 80.2 INCH		0.00	31.54	
31481	Invoice	08/24/2023	PRIMER PVC PURPLE 8OZ		0.00	25.96	
31489	Invoice	08/24/2023	AUTO SUN SHADE ACCORDIA		0.00	20.56	
31492	Invoice	08/24/2023	ADAPTR SCH40 1.5SL 1.5 FPT		0.00	10.79	
31524	Invoice	08/24/2023	ADAPTER SCH80 3/4" SXFPT		0.00	19.44	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
31548	Invoice	08/24/2023	TORCH TRIGGER ACE		0.00	25.97	
31550	Invoice	08/24/2023	CLAMP 2-13/16 TO 3-3/4SS		0.00	3.89	
31557	Invoice	08/24/2023	CMNT PVCRD HOT LOVOC 8OZ		0.00	23.79	
31587	Invoice	08/24/2023	RNDPT SHOOVL STL HDL 48 INCH		0.00	41.12	
31591	Invoice	08/24/2023	GRVLOCK PLIER SET 8 INCH X 10 INXH		0.00	89.82	
31608	Invoice	08/24/2023	CHISEL SET 3PC WOOD		0.00	244.53	
31610	Invoice	08/24/2023	M12 REDLITH XC BATT 2PK		0.00	146.13	
31620	Invoice	08/24/2023	AUTO CLEANING CLOTH 3 PK		0.00	457.80	
31621	Invoice	08/24/2023	SCKT WRCH SET 25 PC 1/4 INCH DR		0.00	27.07	
31622	Invoice	08/24/2023	TUBE VINYL 3/4 INCH IDX 1 INCH OD		0.00	18.98	
31631	Invoice	08/24/2023	HSE MEND 3/4FEM SS		0.00	16.82	
31632	Invoice	08/24/2023	HSE MEND 3/4FEM SS		0.00	16.82	
31633	Invoice	08/24/2023	HSE MEND 3/4 FEM SS		0.00	16.82	
31634	Invoice	08/24/2023	HSE MEND 3/4FEM SS		0.00	16.82	
016286	MONTIEL, MIREYA		08/24/2023	Regular	0.00	428.00	335113
4528	Invoice	08/24/2023	DEPOSIT REFUND FOR EVENT ON JULY 22,		0.00	428.00	
015198	NAKAMURA, MICHAEL		08/24/2023	Regular	0.00	300.00	335114
08/16/2023	Invoice	08/24/2023	PAYMENT FOR FOR MUSIC SERVICE		0.00	300.00	
013872	NICKS POOL AND SPA SERVICE		08/24/2023	Regular	0.00	743.37	335115
23130501	Invoice	08/24/2023	GRANITE BALL SERVICE 3" CHLORINE TAB		0.00	284.01	
23130601	Invoice	08/24/2023	GRANITE BALL SERVICE, 3" CHLORINE TAB		0.00	459.36	
014375	NORRIS, ROBERT		08/24/2023	Regular	0.00	1,485.19	335116
52444	Invoice	08/24/2023	PORT & CO #PC55P S/S ROYAL T-SHIRTS W		0.00	1,485.19	
010237	OFFICE DEPOT		08/24/2023	Regular	0.00	59.66	335117
324217517001	Invoice	08/24/2023	COVER REPORT 8.5X11, 2 PK		0.00	47.77	
324228364001	Invoice	08/24/2023	FILE DESK LTR A-Z 20 TABS		0.00	11.89	
012691	O'REILLY AUTOMOTIVE STORES, INC.		08/24/2023	Regular	0.00	37.02	335118
3129-482709	Invoice	08/24/2023	#465 - O2 SENSOR		0.00	37.02	
016285	ORTIZ, AZUCENA		08/24/2023	Regular	0.00	428.00	335119
3948	Invoice	08/24/2023	DEPOSIT REFUND FOR EVENT ON JULY 15,		0.00	428.00	
012844	PARKHOUSE TIRE SERVICES, INC.		08/24/2023	Regular	0.00	700.12	335120
4020173796	Invoice	06/30/2023	DISPOSAL/ENVIRONMENTAL FEE L TRK		0.00	402.50	
4020175027	Invoice	08/24/2023	245/55R18 103W FST FH PURSUIT		0.00	297.62	
015443	PASSPORT LABS, INC.		08/24/2023	Regular	0.00	1,010.11	335121
INV-1039944	Invoice	08/24/2023	PER CITATION ISSUED FEE, LETERS SENT		0.00	1,010.11	
010279	POTTER, DANIEL		08/24/2023	Regular	0.00	740.00	335122
PER DIEM 08/14/	Invoice	08/24/2023	ICI CORE COURSE ORANGE COUNTY		0.00	740.00	
015822	PREBBLE, RICHARD		08/24/2023	Regular	0.00	188.79	335123
REIMBUSEMENT	Invoice	08/24/2023	RANGE/ARMORY PROJECT		0.00	188.79	
015130	RAMIREZ, STACY		08/24/2023	Regular	0.00	428.00	335124
5305	Invoice	08/24/2023	DEPOSIT REFUND FOR EVENT ON JULY 8,		0.00	428.00	
015016	RAMOS LINARES, WILFREDO		08/24/2023	Regular	0.00	6,000.00	335125
13781	Invoice	06/30/2023	LABOR 48 HOURS FOR 3 EMPLOYEES		0.00	2,400.00	
13782	Invoice	06/30/2023	LABOR 72 HOURS FOR 3 EMPLOYEES		0.00	3,600.00	
011535	RIOS, GENA		08/24/2023	Regular	0.00	22.20	335126
PER DIEM 09/06/	Invoice	08/24/2023	SNAPCHAT INVESTIGATIONS COMMERCE		0.00	22.20	
010047	ROBERT HALF		08/24/2023	Regular	0.00	4,105.89	335127
62396532	Invoice	08/24/2023	V. RODRIGUEZ WK END DT 08/04/2023		0.00	1,479.60	
62412444	Invoice	08/24/2023	V. RODRIGUEZ WK END DT 08/11/2023		0.00	1,479.60	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
62443164	Invoice	08/24/2023	V. RODRIGUEZ WK END DT 08/18/2023		0.00	1,146.69	
015674	ROYAS, JONATHAN		08/24/2023	Regular	0.00	294.19	335128
PER DIEM 03/08/	Invoice	06/30/2023	MEET WITH LEGISLATORS, WASHINGTON		0.00	294.19	
015844	SAFARILAND, LLC		08/24/2023	Regular	0.00	523.94	335129
I010-507725	Invoice	08/24/2023	ID PATCH SILK SCREEN - 3PM		0.00	523.94	
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC		08/24/2023	Regular	0.00	12,500.00	335130
SEPTEMBER 2024	Invoice	08/24/2023	FY23/24 SERVICES		0.00	12,500.00	
011263	SANTA PAULA SELF STORAGE		08/24/2023	Regular	0.00	10,500.00	335131
#32864	Invoice	08/24/2023	RENT 07/01/2023 - 06/30/2024 UNITS #2		0.00	10,500.00	
011640	SATCOM GLOBAL, INC.		08/24/2023	Regular	0.00	30.01	335132
66788	Invoice	08/24/2023	INMARSAT GSPS SIM CARD, CUSTOMER C		0.00	30.01	
016000	SCHMIDT, KENNETH L.		08/24/2023	Regular	0.00	19.65	335133
MILEGE 07/07/20	Invoice	08/24/2023	MILEAGE REIMBURSEMENT HOME DELIV		0.00	19.65	
011524	SOLID WASTE SOLUTIONS		08/24/2023	Regular	0.00	3,631.75	335134
190	Invoice	08/24/2023	CONSULTING SERVICES		0.00	3,631.75	
015819	SOLIS, YVETTE		08/24/2023	Regular	0.00	762.20	335135
PER DIEM 08/14/	Invoice	08/24/2023	ICI CORE COURSE ORANGE COUNTY		0.00	740.00	
PER DIEM 09/06/	Invoice	08/24/2023	SNAPCHAT INVESTIGATIONS COMMERCE		0.00	22.20	
010804	SPENCER, PAUL F		08/24/2023	Regular	0.00	3,661.06	335136
SEPTEMBER 2023	Invoice	08/24/2023	SEPTEMBER 2023 ADPP PAYMENT		0.00	3,661.06	
016180	SUPERIOR ELECTRIC MOTOR SERVICE, INC.		08/24/2023	Regular	0.00	3,841.52	335137
133039	Invoice	08/24/2023	PARTS FOR SPARE SLUDGE PUMP		0.00	3,841.52	
015001	SYNAGRO-WWT, INC.		08/24/2023	Regular	0.00	23,839.76	335138
39905	Invoice	06/30/2023	FY 22-23 Biosolids Hauling Services Contr		0.00	23,839.76	
016284	TACTICAL FIREARMS TRAINING INSTITUTE INC.		08/24/2023	Regular	0.00	750.00	335139
012023	Invoice	06/30/2023	D. VARELA TACTICAL HANDGUN INSTRUC		0.00	750.00	
015603	TRAFFIC MANAGEMENT, INC.		08/24/2023	Regular	0.00	467.64	335140
1009266	Invoice	06/30/2023	PORTABLE SIGN STAND WITH SPRINGS		0.00	467.64	
012070	TRAFFIC TECHNOLOGIES		08/24/2023	Regular	0.00	131.10	335141
43135	Invoice	06/30/2023	PAPER 12 INCH X 18 INCH NO PARKING SI		0.00	131.10	
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.		08/24/2023	Regular	0.00	1,551.66	335142
10675	Invoice	08/24/2023	AMENDMENT NO. 2 - PSA SERVICES THRO		0.00	1,551.66	
011891	ULINE SHIPPING SUPPLIES		08/24/2023	Regular	0.00	424.55	335143
164805360	Invoice	06/30/2023	ULINE FLAT SHF CART 44X25X33		0.00	424.55	
016218	VENTERRA ENVIRONMENTAL, INC		08/24/2023	Regular	0.00	5,545.00	335144
7557-SPC	Invoice	06/30/2023	MOLD ABATEMENT		0.00	5,545.00	
015375	VENTURA LOCKSMITHS		08/24/2023	Regular	0.00	360.00	335145
E 801235	Invoice	08/24/2023	LABOR TO MAKE KEY BY IMPRESSION ON		0.00	360.00	
015849	VIRANI, SHAWN		08/24/2023	Regular	0.00	44.40	335146
PER DIEM 07/06/	Invoice	08/24/2023	FENTANYL OVERDOSE DEATH INVESTIGATI		0.00	22.20	
PER DIEM 07/28/	Debit Memo	08/24/2023	SURVIVING WARRANT SERVICE GLENDOR		0.00	22.20	
014993	WATKINS, KATE		08/24/2023	Regular	0.00	44.40	335147
PER DIEM 08/10/	Invoice	08/24/2023	CSTI EOC INTERMEDIATE MANAGEMENT		0.00	44.40	
012905	WEST PUBLISHING CORPORATION		08/24/2023	Regular	0.00	403.89	335148
848737231	Invoice	08/24/2023	JULY 2023 SOFTWARE CHARGES		0.00	403.89	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
011963	WHARF, THE		08/24/2023	Regular	0.00	1,240.21	335149
070323	Invoice	08/24/2023	SAFETY BOOTS - JUVENAL MUNOZ		0.00	250.00	
78541	Invoice	08/24/2023	SAFETY BOOTS - ALEX HERNANDEZ		0.00	250.00	
78639	Invoice	08/24/2023	SAFETY BOOTS - MICHAEL WHITE		0.00	243.57	
81791	Invoice	08/24/2023	SAFETY BOOTS - BRENDAN DE LA TORRE		0.00	250.00	
84794	Invoice	08/24/2023	SAFETY BOOTS - JOE BYRUM		0.00	246.64	
012677	AUTOZONE		08/31/2023	Regular	0.00	84.28	335150
5716416443	Invoice	06/30/2023	#146 PARTS		0.00	56.47	
5716424460	Invoice	06/30/2023	#430 PARTS		0.00	27.81	
011231	BARON INDUSTRIES		08/31/2023	Regular	0.00	486.72	335151
01 686780	Invoice	06/30/2023	HITCH BOLTS, PINTLE HOOK, PINTLE MOU		0.00	486.72	
016290	BUSTERS OG BBQ		08/31/2023	Regular	0.00	840.00	335152
10192025	Invoice	06/30/2023	CATERING FOR 60 PERSONS		0.00	840.00	
015593	CANNON CORPORATION		08/31/2023	Regular	0.00	2,745.00	335153
84960	Invoice	06/30/2023	PROFESSIONAL SERVICES THROUGH 5/31		0.00	1,130.00	
84961	Invoice	06/30/2023	PROFESSIONAL SERVICES THROUGH 5/31		0.00	1,615.00	
013156	COAST CART, INC.		08/31/2023	Regular	0.00	525.26	335154
24999	Invoice	06/30/2023	BEACON LIGHT, STROBE MINI, AMBER, N		0.00	525.26	
014331	CULLIGAN WATER		08/31/2023	Regular	0.00	371.00	335155
1756204 5/1-31/	Invoice	06/30/2023	903 CORPORATION ST		0.00	80.25	
1756204 6/1-30/	Invoice	06/30/2023	903 CORPORATION ST.		0.00	100.25	
1756204 7/1-31/	Invoice	08/31/2023	903 CORPORATION		0.00	95.25	
1756204 8/1-31/	Invoice	08/31/2023	903 CORPORATION ST.		0.00	95.25	
015839	DOOSAN INDUSTRIAL VEHICLE AMERICA		08/31/2023	Regular	0.00	37,046.87	335156
9009789322	Invoice	06/30/2023	B25X7 Plus 80V Electric 5,000lb Capacity		0.00	37,046.87	
010094	DOUGLASS TRUCK BODIES INC		08/31/2023	Regular	0.00	653.37	335157
72849	Invoice	06/30/2023	CABLE ASSY 62', 7/32" FOR 3203 SERIES		0.00	653.37	
016283	EASE OF CALIFORNIA		08/31/2023	Regular	0.00	115.20	335158
REQ#10232	Invoice	06/30/2023	CANCEL PERMIT REFUND #36060, #36059		0.00	115.20	
014342	FLOORING 101		08/31/2023	Regular	0.00	2,290.00	335159
CG313510	Invoice	06/30/2023	IMPERIAL TEXTURE - COOL WHITE #51899		0.00	2,290.00	
010484	GREEN THUMB OF VENTURA		08/31/2023	Regular	0.00	756.41	335160
0531848-IN	Invoice	06/30/2023	SOIL TO BE USED FOR COMMUNITY GARD		0.00	756.41	
013812	KG ASSOCIATES, INC.		08/31/2023	Regular	0.00	1,915.92	335161
2/2/23 - 6/28/23	Invoice	06/30/2023	CAR WASH SERVICES THROUGH FY 22/23		0.00	1,477.18	
7/2/2023 - 7/28/	Invoice	08/31/2023	CAR WASH SERVICES FOR JULY 2023		0.00	438.74	
015291	LAWYERS TITLE COMPANY		08/31/2023	Regular	0.00	6,000.00	335162
423240375	Invoice	06/30/2023	PRELIMINARY REPORT - 1001 E MAIN ST/		0.00	6,000.00	
010061	LOWE'S		08/31/2023	Regular	0.00	525.74	335163
902067	Invoice	06/30/2023	WHIZZ 6" MINI ROLLER, 3" CHIP, KILZ CLE		0.00	525.74	
015442	MARIPOSA LANDSCAPES, INC.		08/31/2023	Regular	0.00	4,868.47	335164
103066	Invoice	06/30/2023	FY 22/23 HARDING PARK LANDSCAPING S		0.00	4,868.47	
013911	MKN ASSOCIATES INC		08/31/2023	Regular	0.00	26,988.15	335165
102878	Invoice	06/30/2023	Year 1 - 3 Year PSA Engineering Consulting		0.00	26,988.15	
016052	NATURAL GREEN LANDSCAPE, INC.		08/31/2023	Regular	0.00	900.00	335166
21561	Invoice	06/30/2023	WATER YARD: INSTALLED DECO BARK IN P		0.00	900.00	
015335	PAVEMENT COATING CO.		08/31/2023	Regular	0.00	114.48	335167
CCusI002038	Invoice	06/30/2023	SS-1H 21.33 GL 5.00/UNIT		0.00	114.38	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
CCusI002088 corr	Invoice	06/30/2023	Short paid on 7/27/23, ck#334869. Due 0		0.00	0.10	
015399	ROBERT WILLIAM COMPANY, LLC		08/31/2023	Regular	0.00	10,960.38	335168
6223	Invoice	06/30/2023	PSA - Amendment No. 2		0.00	3,332.50	
6257	Invoice	06/30/2023	PSA - Amendment No. 2		0.00	230.00	
6258	Invoice	06/30/2023	PSA - Amendment No. 2		0.00	602.50	
6259	Invoice	06/30/2023	OIL MUSEUM - ARCHITECTURAL, PLANNI		0.00	5,645.38	
6260	Invoice	06/30/2023	PSA - Amendment No. 2		0.00	115.00	
6377	Invoice	06/30/2023	PLANNING & LAND USE SERVICES 6/1-30/		0.00	1,035.00	
011263	SANTA PAULA SELF STORAGE		08/31/2023	Regular	0.00	300.00	335169
#39729	Invoice	08/31/2023	SEPTEMBER 2023 RENT FOR UNIT #102		0.00	300.00	
015506	PAYMENTUS GROUP, INC.		08/23/2023	Bank Draft	0.00	11,348.35	992092
INV-15-138331	Invoice	08/23/2023	TRANSACTION FEES FOR JULY 2023		0.00	11,348.35	
011211	BNY MELLON		08/25/2023	Bank Draft	0.00	528,773.94	992100
992100	Invoice	08/25/2023	HARVEST CFD NO.1 AREA A SPECIAL TAX B		0.00	528,773.94	
011211	BNY MELLON		08/25/2023	Bank Draft	0.00	333,241.60	992101
992101	Invoice	08/25/2023	HARVEST CFD NO.1 AREA A SPECIAL TAX B		0.00	333,241.60	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	542	246	0.00	3,837,010.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-5,426.50
Bank Drafts	3	3	0.00	873,363.89
EFT's	0	0	0.00	0.00
	545	**256**	**0.00**	**4,704,947.57**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: PY-PAYROLL							
011688	CALIFORNIA STATE DISBURSEMENT UNIT		08/04/2023	Regular	0.00	663.10	334908
INV0016436	Invoice	08/04/2023	G82 200000000935917		0.00	60.00	
INV0016492	Invoice	08/04/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0016493	Invoice	08/04/2023	G83 200000002140068		0.00	259.38	
INV0016494	Invoice	08/04/2023	G86 - 200000002339903		0.00	218.65	
010553	ICMA RETIREMENT TRUST-457		08/04/2023	Regular	0.00	11,014.24	334909
INV0016430	Invoice	08/04/2023	DCI		0.00	5,857.86	
INV0016438	Invoice	08/04/2023	DCI		0.00	2,500.00	
INV0016439	Invoice	08/04/2023	DCI		0.00	329.38	
INV0016486	Invoice	08/04/2023	DCI		0.00	2,327.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		08/04/2023	Regular	0.00	1,811.42	334910
INV0016453	Invoice	08/04/2023	PTR - PART TIME RETIREMENT		0.00	1,811.42	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		08/04/2023	Regular	0.00	1,980.00	334911
INV0016420	Invoice	08/04/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0016477	Invoice	08/04/2023	AP-ASSOCIATION DUES		0.00	1,920.00	
010291	SEIU LOCAL 721		08/04/2023	Regular	0.00	486.35	334912
INV0016418	Invoice	08/04/2023	SEIU 998		0.00	69.00	
INV0016419	Invoice	08/04/2023	SEIU 998 - VOTING MEMBERS		0.00	368.50	
INV0016425	Invoice	08/04/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		08/04/2023	Regular	0.00	12.00	334913
INV0016471	Invoice	08/04/2023	UW - UNITED WAY		0.00	9.00	
INV0016517	Invoice	08/04/2023	UW - UNITED WAY		0.00	3.00	
010331	RELIANCE STANDARD LIFE INSURANCE		08/10/2023	Regular	0.00	4,948.13	334914
INV0016193	Invoice	07/07/2023	AD&D		0.00	59.50	
INV0016212	Invoice	07/07/2023	GROUP LIFE GL164671		0.00	238.00	
INV0016213	Invoice	07/07/2023	POLICY: VAR203005 LTD		0.00	20.00	
INV0016214	Invoice	07/07/2023	LTD111646		0.00	790.96	
INV0016241	Invoice	07/07/2023	AD&D		0.00	104.65	
INV0016262	Invoice	07/07/2023	GROUP LIFE GL164671		0.00	418.60	
INV0016265	Invoice	07/07/2023	POLICY: VAR203005 LTD		0.00	7.50	
INV0016266	Invoice	07/07/2023	LTD111646		0.00	932.47	
INV0016309	Invoice	07/21/2023	AD&D		0.00	104.65	
INV0016330	Invoice	07/21/2023	GROUP LIFE GL164671		0.00	418.60	
INV0016333	Invoice	07/21/2023	POLICY: VAR203005 LTD		0.00	7.50	
INV0016334	Invoice	07/21/2023	LTD111646		0.00	897.70	
INV0016369	Invoice	07/21/2023	AD&D		0.00	59.50	
INV0016388	Invoice	07/21/2023	GROUP LIFE GL164671		0.00	238.00	
INV0016389	Invoice	07/21/2023	POLICY: VAR203005 LTD		0.00	20.00	
INV0016390	Invoice	07/21/2023	LTD111646		0.00	630.47	
ROUNDING ADJ A	Invoice	07/31/2023	ROUNDING ADJ AUG COV		0.00	0.03	
011103	COLONIAL LIFE & ACCIDENT		08/10/2023	Regular	0.00	2,582.64	334915
INV0016197	Invoice	07/07/2023	Colonial Life Ins.		0.00	170.02	
INV0016198	Invoice	07/07/2023	Colonial Life Insurance		0.00	434.48	
INV0016247	Invoice	07/07/2023	Colonial Life Ins.		0.00	370.40	
INV0016248	Invoice	07/07/2023	Colonial Life Insurance		0.00	413.16	
INV0016315	Invoice	07/21/2023	Colonial Life Ins.		0.00	370.40	
INV0016316	Invoice	07/21/2023	Colonial Life Insurance		0.00	413.16	
INV0016373	Invoice	07/21/2023	Colonial Life Ins.		0.00	122.60	
INV0016374	Invoice	07/21/2023	Colonial Life Insurance		0.00	288.48	
ROUNDING ADJ F	Credit Memo	07/21/2023	ROUNDING ADJ FOR JULY COV 2023		0.00	-0.06	
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY		08/10/2023	Regular	0.00	689.40	334916
INV0016205	Invoice	07/07/2023	EMC		0.00	14.66	
INV0016206	Invoice	07/07/2023	EME		0.00	37.44	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0016207	Invoice	07/07/2023	EMF		0.00	42.88	
INV0016208	Invoice	07/07/2023	EMS		0.00	14.96	
INV0016257	Invoice	07/07/2023	EMC		0.00	21.99	
INV0016258	Invoice	07/07/2023	EME		0.00	54.08	
INV0016259	Invoice	07/07/2023	EMF		0.00	75.04	
INV0016260	Invoice	07/07/2023	EMS		0.00	51.52	
INV0016325	Invoice	07/21/2023	EMC		0.00	21.99	
INV0016326	Invoice	07/21/2023	EME		0.00	54.08	
INV0016327	Invoice	07/21/2023	EMF		0.00	75.04	
INV0016328	Invoice	07/21/2023	EMS		0.00	44.88	
INV0016381	Invoice	07/21/2023	EMC		0.00	14.66	
INV0016382	Invoice	07/21/2023	EME		0.00	37.44	
INV0016383	Invoice	07/21/2023	EMF		0.00	42.88	
INV0016384	Invoice	07/21/2023	EMS		0.00	14.96	
RETIREE ADJ AUG	Invoice	07/21/2023	RETIREE ADJ AUG 2023 COV		0.00	71.16	
ROUNDING ADJ A	Credit Memo	07/31/2023	ROUNDING ADJ AUG 2023		0.00	-0.26	
010371	METLIFE SBC		08/10/2023	Regular	0.00	216.24	334917
INV0016204	Invoice	07/07/2023	GROUP ID #97127420		0.00	54.06	
INV0016256	Invoice	07/07/2023	GROUP ID #97127420		0.00	72.08	
INV0016324	Invoice	07/21/2023	GROUP ID #97127420		0.00	72.08	
INV0016380	Invoice	07/21/2023	GROUP ID #97127420		0.00	54.06	
RICO NOT ON INV	Credit Memo	07/31/2023	RICO NOT ON INVOICE		0.00	-36.04	
010331	RELIANCE STANDARD LIFE INSURANCE		08/10/2023	Regular	0.00	646.30	334918
CITY MANAGER A	Invoice	07/31/2023	CITY MANAGER ADJ FOR AUG COV 2023		0.00	68.95	
INV0016215	Invoice	07/07/2023	POLICY: VG178907		0.00	181.33	
INV0016267	Invoice	07/07/2023	POLICY: VG178907		0.00	107.34	
INV0016335	Invoice	07/21/2023	POLICY: VG178907		0.00	107.34	
INV0016391	Invoice	07/21/2023	POLICY: VG178907		0.00	181.33	
ROUNDING ADJ F	Invoice	07/31/2023	ROUNDING ADJ FOR AUG COV 2023		0.00	0.01	
014422	RELIANCE STANDARD LIFE INSURANCE		08/10/2023	Regular	0.00	4,546.56	334919
CASTELLON RETR	Credit Memo	07/31/2023	CASTELLON RETRO/CHANGE FOR AUG		0.00	-97.02	
INV0016199	Invoice	07/07/2023	D1F - RELIANCE DENTAL		0.00	582.00	
INV0016200	Invoice	07/07/2023	D1S - RELIANCE DENTAL		0.00	145.44	
INV0016201	Invoice	07/07/2023	D2F RELIANCE DENTAL		0.00	85.80	
INV0016202	Invoice	07/07/2023	D2S RELIANCE DENTAL		0.00	66.08	
INV0016250	Invoice	07/07/2023	D1F - RELIANCE DENTAL		0.00	679.02	
INV0016251	Invoice	07/07/2023	D1S - RELIANCE DENTAL		0.00	266.64	
INV0016252	Invoice	07/07/2023	D2F RELIANCE DENTAL		0.00	214.50	
INV0016253	Invoice	07/07/2023	D2S RELIANCE DENTAL		0.00	16.52	
INV0016318	Invoice	07/21/2023	D1F - RELIANCE DENTAL		0.00	582.00	
INV0016319	Invoice	07/21/2023	D1S - RELIANCE DENTAL		0.00	266.64	
INV0016320	Invoice	07/21/2023	D2F RELIANCE DENTAL		0.00	214.50	
INV0016321	Invoice	07/21/2023	D2S RELIANCE DENTAL		0.00	16.52	
INV0016375	Invoice	07/21/2023	D1F - RELIANCE DENTAL		0.00	582.00	
INV0016376	Invoice	07/21/2023	D1S - RELIANCE DENTAL		0.00	145.44	
INV0016377	Invoice	07/21/2023	D2F RELIANCE DENTAL		0.00	85.80	
INV0016378	Invoice	07/21/2023	D2S RELIANCE DENTAL		0.00	66.08	
OCHOA, K. ADJ F	Invoice	07/31/2023	OCHOA, K. ADJ FOR AUGUST		0.00	48.48	
RETIREE ADJS FO	Invoice	07/31/2023	RETIREE ADJS FOR AUG COV 2023		0.00	678.64	
ROUNDING ADJ F	Credit Memo	07/31/2023	ROUNDING ADJ FOR AUG COV 2023		0.00	-1.50	
VARELA CHANGE	Credit Memo	07/31/2023	VARELA CHANGE NOT ON INVOICE YET		0.00	-97.02	
011688	CALIFORNIA STATE DISBURSEMENT UNIT		08/18/2023	Regular	0.00	663.10	335059
INV0016540	Invoice	08/18/2023	G82 200000000935917		0.00	60.00	
INV0016596	Invoice	08/18/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0016597	Invoice	08/18/2023	G83 200000002140068		0.00	259.38	
INV0016598	Invoice	08/18/2023	G86 - 200000002339903		0.00	218.65	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
010553	ICMA RETIREMENT TRUST-457		08/18/2023	Regular	0.00	11,064.24	335060
INV0016534	Invoice	08/18/2023	DCI		0.00	5,907.86	
INV0016542	Invoice	08/18/2023	DCI		0.00	2,500.00	
INV0016543	Invoice	08/18/2023	DCI		0.00	329.38	
INV0016590	Invoice	08/18/2023	DCI		0.00	2,327.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		08/18/2023	Regular	0.00	1,392.19	335061
INV0016557	Invoice	08/18/2023	PTR - PART TIME RETIREMENT		0.00	1,392.19	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		08/18/2023	Regular	0.00	1,980.00	335062
INV0016524	Invoice	08/18/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0016581	Invoice	08/18/2023	AP-ASSOCIATION DUES		0.00	1,920.00	
010291	SEIU LOCAL 721		08/18/2023	Regular	0.00	486.35	335063
INV0016522	Invoice	08/18/2023	SEIU 998		0.00	69.00	
INV0016523	Invoice	08/18/2023	SEIU 998 - VOTING MEMBERS		0.00	368.50	
INV0016529	Invoice	08/18/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		08/18/2023	Regular	0.00	12.00	335064
INV0016575	Invoice	08/18/2023	UW - UNITED WAY		0.00	9.00	
INV0016621	Invoice	08/18/2023	UW - UNITED WAY		0.00	3.00	
013539	WAGE WORKS, INC.		08/02/2023	Bank Draft	0.00	108.87	992078
WAGEWORKS IN	Invoice	08/02/2023	WAGEWORKS INV#5465709		0.00	108.87	
010420	INTERNAL REVENUE SERVICE		08/09/2023	Bank Draft	0.00	52,009.06	992079
INV0016473	Invoice	08/04/2023	FEDERAL TAX		0.00	21,796.76	
INV0016475	Invoice	08/04/2023	MEDICARE		0.00	7,107.94	
INV0016519	Invoice	08/04/2023	FEDERAL TAX		0.00	18,680.54	
INV0016520	Invoice	08/04/2023	MEDICARE		0.00	4,423.82	
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE		08/09/2023	Bank Draft	0.00	15,447.92	992080
INV0016472	Invoice	08/04/2023	STATE TAX		0.00	7,884.38	
INV0016518	Invoice	08/04/2023	STATE TAX		0.00	7,563.54	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		08/09/2023	Bank Draft	0.00	67,314.88	992080
INV0016455	Invoice	08/04/2023	R24		0.00	1,225.00	
INV0016456	Invoice	08/04/2023	R24		0.00	2,182.25	
INV0016457	Invoice	08/04/2023	R27		0.00	908.74	
INV0016458	Invoice	08/04/2023	R27ER		0.00	1,618.87	
INV0016459	Invoice	08/04/2023	R54		0.00	170.71	
INV0016460	Invoice	08/04/2023	R54		0.00	300.02	
INV0016461	Invoice	08/04/2023	R58		0.00	2,200.60	
INV0016462	Invoice	08/04/2023	R58		0.00	3,867.58	
INV0016463	Invoice	08/04/2023	R62		0.00	9,448.68	
INV0016464	Invoice	08/04/2023	R62		0.00	9,407.60	
INV0016465	Invoice	08/04/2023	R72		0.00	902.33	
INV0016466	Invoice	08/04/2023	R72		0.00	888.55	
INV0016467	Invoice	08/04/2023	RP7		0.00	201.10	
INV0016468	Invoice	08/04/2023	RP7		0.00	358.25	
INV0016469	Invoice	08/04/2023	SB		0.00	59.52	
INV0016470	Invoice	08/04/2023	SCP		0.00	102.40	
INV0016506	Invoice	08/04/2023	R21		0.00	167.89	
INV0016507	Invoice	08/04/2023	R21		0.00	299.08	
INV0016508	Invoice	08/04/2023	R30		0.00	2,438.00	
INV0016509	Invoice	08/04/2023	R30		0.00	6,948.29	
INV0016510	Invoice	08/04/2023	R59		0.00	1,095.92	
INV0016511	Invoice	08/04/2023	R59		0.00	3,123.39	
INV0016512	Invoice	08/04/2023	R63		0.00	547.90	
INV0016513	Invoice	08/04/2023	R63		0.00	542.96	
INV0016514	Invoice	08/04/2023	R72		0.00	9,210.03	
INV0016515	Invoice	08/04/2023	R72		0.00	9,069.38	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0016516	Invoice	08/04/2023	SB		0.00	29.76	
PERS RETRIREME	Invoice	08/04/2023	PERS RETRIREMENT ROUNDING ADJ		0.00	0.08	
014872	STATE OF CALIFORNIA EDD - SDI		08/09/2023	Bank Draft	0.00	1,106.30	992081
INV0016474	Invoice	08/04/2023	SDI		0.00	1,106.30	
013539	WAGE WORKS, INC.		08/09/2023	Bank Draft	0.00	1,166.08	992083
WAGEWORKS IN	Invoice	08/09/2023	WAGEWORKS INV#5498276		0.00	1,166.08	
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'		08/10/2023	Bank Draft	0.00	65,893.90	992085
HOPPIN CATCHU	Credit Memo	07/21/2023	HOPPIN CATCHUP ADJ FOR JUNE		0.00	-151.23	
INV0016195	Invoice	07/07/2023	ANTHEM SELECT FAMILY		0.00	2,949.25	
INV0016196	Invoice	07/07/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016216	Invoice	07/07/2023	EMPLOYER #0251 SINGLE		0.00	369.15	
INV0016217	Invoice	07/07/2023	PERS GOLD - COUPLE		0.00	2,087.79	
INV0016218	Invoice	07/07/2023	PERS GOLD - SINGLE		0.00	1,043.91	
INV0016219	Invoice	07/07/2023	EMPLOYER #0251		0.00	756.21	
INV0016220	Invoice	07/07/2023	EMPLOYER #0251		0.00	4,081.51	
INV0016221	Invoice	07/07/2023	EMPLOYER #0251		0.00	1,512.44	
INV0016222	Invoice	07/07/2023	PERS PLATINUM - COUPLE		0.00	1,014.80	
INV0016223	Invoice	07/07/2023	PERS PLATINUM - FAMILY		0.00	1,319.24	
INV0016245	Invoice	07/07/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016246	Invoice	07/07/2023	BLUE SHIELD - SINGLE		0.00	380.36	
INV0016268	Invoice	07/07/2023	AFFORDABLE CARE ACT		0.00	347.97	
INV0016269	Invoice	07/07/2023	EMPLOYER #0251 DBL		0.00	842.61	
INV0016270	Invoice	07/07/2023	EMPLOYER #0251 FAMILY		0.00	1,095.40	
INV0016271	Invoice	07/07/2023	EMPLOYER #0251 SINGLE		0.00	421.31	
INV0016272	Invoice	07/07/2023	PERS GOLD - COUPLE		0.00	3,479.65	
INV0016273	Invoice	07/07/2023	PERS GOLD - FAMILY		0.00	904.71	
INV0016274	Invoice	07/07/2023	PERS GOLD - SINGLE		0.00	1,739.85	
INV0016275	Invoice	07/07/2023	EMPLOYER #0251		0.00	983.08	
INV0016276	Invoice	07/07/2023	EMPLOYER #0251		0.00	2,268.66	
INV0016277	Invoice	07/07/2023	PERS PLATINUM - COUPLE		0.00	2,029.60	
INV0016279	Invoice	07/07/2023	PERS PLATINUM - SINGLE		0.00	159.43	
INV0016313	Invoice	07/21/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016314	Invoice	07/21/2023	BLUE SHIELD - SINGLE		0.00	380.36	
INV0016336	Invoice	07/21/2023	AFFORDABLE CARE ACT		0.00	347.97	
INV0016337	Invoice	07/21/2023	EMPLOYER #0251 DBL		0.00	842.61	
INV0016338	Invoice	07/21/2023	EMPLOYER #0251 FAMILY		0.00	1,095.40	
INV0016339	Invoice	07/21/2023	EMPLOYER #0251 SINGLE		0.00	421.31	
INV0016340	Invoice	07/21/2023	PERS GOLD - COUPLE		0.00	3,479.65	
INV0016341	Invoice	07/21/2023	PERS GOLD - FAMILY		0.00	904.71	
INV0016342	Invoice	07/21/2023	PERS GOLD - SINGLE		0.00	1,739.85	
INV0016343	Invoice	07/21/2023	EMPLOYER #0251		0.00	983.08	
INV0016344	Invoice	07/21/2023	EMPLOYER #0251		0.00	2,268.66	
INV0016345	Invoice	07/21/2023	PERS PLATINUM - COUPLE		0.00	2,029.60	
INV0016347	Invoice	07/21/2023	PERS PLATINUM - SINGLE		0.00	159.43	
INV0016371	Invoice	07/21/2023	ANTHEM SELECT FAMILY		0.00	2,949.25	
INV0016372	Invoice	07/21/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016392	Invoice	07/21/2023	EMPLOYER #0251 SINGLE		0.00	369.15	
INV0016393	Invoice	07/21/2023	PERS GOLD - COUPLE		0.00	2,087.79	
INV0016394	Invoice	07/21/2023	PERS GOLD - SINGLE		0.00	1,043.91	
INV0016395	Invoice	07/21/2023	EMPLOYER #0251		0.00	756.21	
INV0016396	Invoice	07/21/2023	EMPLOYER #0251		0.00	3,930.27	
INV0016397	Invoice	07/21/2023	EMPLOYER #0251		0.00	1,512.44	
INV0016398	Invoice	07/21/2023	PERS PLATINUM - COUPLE		0.00	1,014.80	
INV0016399	Invoice	07/21/2023	PERS PLATINUM - FAMILY		0.00	1,319.24	
PERS HEALTH AD	Invoice	07/21/2023	PERS HEALTH ADMIN FEES FOR AUG 2023		0.00	239.31	
RETIREE PORTIO	Invoice	07/21/2023	RETIREE PORTION FOR AUGUST 2023		0.00	3,322.00	
ROUNDING ADJ A	Credit Memo	07/21/2023	ROUNDING ADJ AUGUST 2023		0.00	-0.32	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
013539	WAGE WORKS, INC.		08/16/2023	Bank Draft	0.00	341.88	992086
WW INV#552171	Invoice	08/16/2023	WW INV#5521718		0.00	341.88	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		08/23/2023	Bank Draft	0.00	67,774.62	992087
INV0016559	Invoice	08/18/2023	R24		0.00	1,225.00	
INV0016560	Invoice	08/18/2023	R24		0.00	2,182.25	
INV0016561	Invoice	08/18/2023	R27		0.00	908.74	
INV0016562	Invoice	08/18/2023	R27ER		0.00	1,618.87	
INV0016563	Invoice	08/18/2023	R54		0.00	170.71	
INV0016564	Invoice	08/18/2023	R54		0.00	300.02	
INV0016565	Invoice	08/18/2023	R58		0.00	2,200.60	
INV0016566	Invoice	08/18/2023	R58		0.00	3,867.58	
INV0016567	Invoice	08/18/2023	R62		0.00	9,574.33	
INV0016568	Invoice	08/18/2023	R62		0.00	9,539.43	
INV0016569	Invoice	08/18/2023	R72		0.00	902.33	
INV0016570	Invoice	08/18/2023	R72		0.00	888.55	
INV0016571	Invoice	08/18/2023	RP7		0.00	199.12	
INV0016572	Invoice	08/18/2023	RP7		0.00	354.73	
INV0016573	Invoice	08/18/2023	SB		0.00	59.52	
INV0016574	Invoice	08/18/2023	SCP		0.00	102.40	
INV0016610	Invoice	08/18/2023	R21		0.00	167.89	
INV0016611	Invoice	08/18/2023	R21		0.00	299.08	
INV0016612	Invoice	08/18/2023	R30		0.00	2,438.00	
INV0016613	Invoice	08/18/2023	R30		0.00	6,948.29	
INV0016614	Invoice	08/18/2023	R59		0.00	1,095.92	
INV0016615	Invoice	08/18/2023	R59		0.00	3,123.39	
INV0016616	Invoice	08/18/2023	R63		0.00	548.13	
INV0016617	Invoice	08/18/2023	R63		0.00	543.18	
INV0016618	Invoice	08/18/2023	R72		0.00	9,314.84	
INV0016619	Invoice	08/18/2023	R72		0.00	9,172.06	
INV0016620	Invoice	08/18/2023	SB		0.00	29.76	
PERS RETIREMEN	Credit Memo	08/18/2023	PERS RETIREMENT ROUNDING ADJ		0.00	-0.10	
013539	WAGE WORKS, INC.		08/23/2023	Bank Draft	0.00	594.07	992088
WW INV#553905	Invoice	08/23/2023	WW INV#5539051		0.00	594.07	
010420	INTERNAL REVENUE SERVICE		08/23/2023	Bank Draft	0.00	52,397.97	992089
INV0016577	Invoice	08/18/2023	FEDERAL TAX		0.00	19,794.20	
INV0016579	Invoice	08/18/2023	MEDICARE		0.00	6,977.58	
INV0016623	Invoice	08/18/2023	FEDERAL TAX		0.00	20,617.09	
INV0016624	Invoice	08/18/2023	MEDICARE		0.00	4,616.90	
INV0016626	Invoice	08/22/2023	FEDERAL TAX		0.00	155.74	
INV0016627	Invoice	08/22/2023	MEDICARE		0.00	20.18	
INV0016629	Invoice	08/22/2023	FEDERAL TAX		0.00	155.74	
INV0016630	Invoice	08/22/2023	MEDICARE		0.00	20.18	
INV0016632	Invoice	08/22/2023	MEDICARE		0.00	20.18	
INV0016634	Invoice	08/22/2023	MEDICARE		0.00	20.18	
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE		08/23/2023	Bank Draft	0.00	16,135.03	992090
INV0016576	Invoice	08/18/2023	STATE TAX		0.00	7,377.80	
INV0016622	Invoice	08/18/2023	STATE TAX		0.00	8,489.42	
INV0016625	Invoice	08/22/2023	STATE TAX		0.00	67.85	
INV0016628	Invoice	08/22/2023	STATE TAX		0.00	67.85	
INV0016631	Invoice	08/22/2023	STATE TAX		0.00	67.85	
INV0016633	Invoice	08/22/2023	STATE TAX		0.00	64.26	
014872	STATE OF CALIFORNIA EDD - SDI		08/23/2023	Bank Draft	0.00	1,063.17	992091
INV0016578	Invoice	08/18/2023	SDI		0.00	1,063.17	
013539	WAGE WORKS, INC.		08/30/2023	Bank Draft	0.00	658.34	992093

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
WAGEWORKS IN	Invoice	08/30/2023	WAGEWORKS INV#5575360		0.00	658.34	

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	108	18	0.00	45,194.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	135	14	0.00	342,012.09
EFT's	0	0	0.00	0.00
	243	**32**	**0.00**	**387,206.35**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	650	264	0.00	3,882,204.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-5,426.50
Bank Drafts	138	17	0.00	1,215,375.98
EFT's	0	0	0.00	0.00
	788	**288**	**0.00**	**5,092,153.92**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2023	5,092,153.92
			5,092,153.92

Payment Dates: 8/1/2023 - 8/31/2023

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	2,082,360.35
103 - CABLE TELEVISION	8,615.25
104 - GENERAL FUND-MEASURE T	218,924.38
115 - GENERAL RECREATION PRO	4,056.99
205 - NPDES STORMWATER QUALITY	324.45
206 - STORMWATER PROGRAM	9,438.76
226 - PARKLAND FACILITIES	115.00
280 - STATE GAS TAX	76,609.29
283 - ROAD MAINT & REHAB SB1	7,241.93
405 - AAA (AREA AGCY ON AGING)	5,292.94
412 - AMERICAN RESCUE PLAN	62,335.35
504 - HARVEST CFD EA1	879,539.35
505 - PROPERTY BUSINESS IMPROVEMENT DISTRICT	15,000.00
610 - SEWER	959,626.23
620 - WATER	653,308.69
702 - EQUIPMENT MAINTENANCE	57,628.29
800 - MISC DEPOSITS	49,707.40
803 - HARDING PARK TRUST	5,590.97
Grand Total:	**5,095,715.62**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: SEPTEMBER 2023 WARRANTS AND CERTIFICATIONS

Date: October 18, 2023

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for September 2023, starting check number 335170 and ending check number 335384.
2. Review and accept the "Certification of Salaries" for the pay period ending dates August 25th, 2023 through September 22nd, 2023.

BACKGROUND:

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

Presented in the attached documents:

a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.

b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').

d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.

e) Bank Code Summary by payment type.

f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates August 25th, 2023 through September 22nd, 2023.

ANALYSIS:

See the attachments for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

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

ATTACHMENTS:

SEPTEMBER 2023 WARRANTS AND CERTIFICATIONS.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **148218** **PAYROLL ENDING: 08/25/2023**
ENDING CHK #: **148233** **PAY DATE: 09/01/2023**

100	GENERAL FUND	$	337,094.54
104	GENERAL FUND-MEASURE T	$	65,619.64
206	STORMWATER PROGRAM	$	417.10
280	STATE GAS TAX FUND	$	16,382.96
405	AAA-AREA AGCY ON AG	$	3,293.51
610	SEWER ENTERPRISE FUND	$	8,656.25
620	WATER ENTERPRISE FUND	$	64,295.29
702	EQUIP. MAINT. FUND	$	11,186.29
		$	**506,945.58**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 10/10/23
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 10/5/23
MARIA RENTERIA - PAYROLL SPECIALIST DATED

10/5/23
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

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

Fund Summary

Fund	Units	Amount
100-GENERAL	10,428.27	337,094.54
104-GENERAL FUND-MEASURE T	2,286.85	65,619.64
206-STORMWATER PROGRAM	4.15	417.10
280-STATE GAS TAX	394.06	16,382.96
405-AAA (AREA AGCY ON AGING)	154.35	3,293.51
610-SEWER	169.75	8,656.25
620-WATER	1,355.37	64,295.29
702-EQUIPMENT MAINTENANCE	245.00	11,186.29
Grand Total:	**15,037.80**	**506,945.58**

CERTIFICATION OF SALARIES

BEG. CHK #: 148234
ENDING CHK #: 148245

PAYROLL ENDING: 09/08/2023
PAY DATE: 09/15/2023

100	GENERAL FUND	$	323,113.36
104	GENERAL FUND-MEASURE T	$	65,265.16
206	STORMWATER PROGRAM	$	416.22
280	STATE GAS TAX FUND	$	17,319.82
314	OFFICE OF TRAFFIC SAFETY	$	1,679.53
405	AAA-AREA AGCY ON AG	$	1,226.85
610	SEWER ENTERPRISE FUND	$	8,740.51
620	WATER ENTERPRISE FUND	$	68,393.10
702	EQUIP. MAINT. FUND	$	10,876.26
		$	**497,030.81**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 10/10/23
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 10/5/23
MARIA RENTERIA - PAYROLL SPECIALIST DATED

10/5/23
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

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

Fund Summary

Fund	Units	Amount
100-GENERAL	5,816.49	323,113.36
104-GENERAL FUND-MEASURE T	1,478.61	65,265.16
206-STORMWATER PROGRAM	4.15	416.22
280-STATE GAS TAX	411.45	17,319.82
314-OFF OF TRAFFIC SFTY(OTS)	18.50	1,679.53
405-AAA (AREA AGCY ON AGING)	53.30	1,226.85
610-SEWER	171.35	8,740.51
620-WATER	1,472.15	68,393.10
702-EQUIPMENT MAINTENANCE	236.00	10,876.26
Grand Total:	**9,662.00**	**497,030.81**

CERTIFICATION OF SALARIES

BEG. CHK #: **148246** **PAYROLL ENDING: 09/22/2023**
ENDING CHK #: **148255** **PAY DATE: 09/29/2023**

100	GENERAL FUND	$	301,524.84
104	GENERAL FUND-MEASURE T	$	64,814.45
206	STORMWATER PROGRAM	$	396.29
280	STATE GAS TAX FUND	$	13,757.48
314	OFFICE OF TRAFFIC SAFETY	$	3,495.38
405	AAA-AREA AGCY ON AG	$	1,412.16
610	SEWER ENTERPRISE FUND	$	7,671.89
620	WATER ENTERPRISE FUND	$	60,753.40
702	EQUIP. MAINT. FUND	$	9,699.28
		$	**463,525.17**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 10/10/23
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 10/5/23
MARIA RENTERIA - PAYROLL SPECIALIST DATED

10/5/23
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

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

Fund Summary

Fund	Units	Amount
100-GENERAL	6,416.18	301,524.84
104-GENERAL FUND-MEASURE T	2,481.74	64,814.45
206-STORMWATER PROGRAM	4.10	396.29
280-STATE GAS TAX	385.97	13,757.48
314-OFF OF TRAFFIC SFTY(OTS)	42.00	3,495.38
405-AAA (AREA AGCY ON AGING)	64.05	1,412.16
610-SEWER	167.08	7,671.89
620-WATER	1,491.13	60,753.40
702-EQUIPMENT MAINTENANCE	243.00	9,699.28
Grand Total:	**11,295.25**	**463,525.17**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	335170	THRU:	335175	DATED:	September 1, 2023
CHECK NO.:	335184	THRU:	335238	DATED:	September 7, 2023
CHECK NO.:	335239	THRU:	335244	DATED:	September 11, 2023
CHECK NO.:	335245	THRU:	335247	DATED:	September 13, 2023
CHECK NO.:	335248	THRU:	335248	DATED:	September 15, 2023
CHECK NO.:	335249	THRU:	335254	DATED:	September 15, 2023
CHECK NO.:	335255	THRU:	335377	DATED:	September 21, 2023
CHECK NO.:	335378	THRU:	335378	DATED:	September 26, 2023
CHECK NO.:	335379	THRU:	335384	DATED:	September 29, 2023
DRAFT:	992094	THRU:	992098	DATED:	September 6, 2023
DRAFT:	992099	THRU:	992099	DATED:	September 8, 2023
DRAFT:	992100	THRU:	992100	DATED:	September 7, 2023
DRAFT:	992103	THRU:	992106	DATED:	September 20, 2023
DRAFT:	992107	THRU:	992107	DATED:	September 13, 2023
DRAFT:	992108	THRU:	992108	DATED:	September 20, 2023
DRAFT:	992109	THRU:	992109	DATED:	September 22, 2023
DRAFT:	992110	THRU:	992110	DATED:	September 27, 2023
VOIDED CHECK NO.:	334806	THRU:	334806	DATED:	September 20, 2023
VOIDED CHECK NO.:	335212	THRU:	335212	DATED:	September 7, 2023

COUNCIL MEETING DATE: October 18, 2023

AMOUNT OF CERTIFICATION: $ 1,833,909.59

	DISTRIBUTION BY FUND	
100	GENERAL FUND	$572,657.25
104	PROF/CONTR SVCS-OTHER	$87,855.94
115	RECREATION PROGRAM	$6,804.91
206	STORMWATER PROGRAM	$389,639.47
223	PUBLIC MEETING FACILITIES	$9,890.00
280	STATE GAS TAX	$93,640.52
281	LOCAL TRANSPORTATION TAX/LTF/TDA	$5,065.00
314	OFFICE OF TRAFFIC SAFETY	$19,477.24
405	AAA (AREA AGENCY ON AGING	$9,167.95
412	AMERICAN RESCUE PLAN	$73,502.43
500	HILLSBOROUGH OPEN SPACE MAINT	$400.00
503	GHAD-GEO HAZ ABATEMENT	$1,520.00
504	HARVEST CFD EA1	$750.00
610	SEWER ENTERPRISE	$63,212.36
620	WATER ENTERPRISE	$418,000.24
702	EQUIPMENT MAINTENANCE FUND	$21,345.88
800	CASH DEPOSIT TRUST FUND	$47,638.82
803	HARDING PARK TRUST	$13,460.98
		$1,834,028.99

Variance of $119.40 due to voiding of checks in September that were created prior.

PREPARED BY: _____
FABIAN CASTELLON
ACCOUNTANT

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: October 9, 2023

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

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

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE							
015730	CANVA US INC.		09/20/2023	Regular	0.00	-119.40	334806
015896	ALONSO TOOLS, LLC		09/07/2023	Regular	0.00	1,163.23	335184
08232323438	Invoice	09/07/2023	METAL PRY AND FAB TOOL		0.00	28.96	
08232323442	Invoice	09/07/2023	REAR WHEEL DISC BRAKE TOOL		0.00	141.27	
130803810-23	Invoice	09/07/2023	YEARLY RENEWAL 7/1/23 - 6/30/24		0.00	993.00	
015498	AMAZON CAPITAL SERVICES		09/07/2023	Regular	0.00	1,005.18	335185
1FPH-Q4C4-7YYK	Invoice	09/07/2023	FIBERGAGA-10M(33FT) OS2 LC/UPC TO S		0.00	112.25	
1FQ7-Y6Q6-PQL7	Invoice	09/07/2023	HELLERMANN TYTON T18L0M4 STANDAR		0.00	244.46	
1GH6-F4D1-QQ3	Invoice	09/07/2023	HALOCARBON 27 OIL FOR DROSOPHILA R		0.00	132.82	
1GPR-4WM6-Y7D	Invoice	09/07/2023	MILWAUKEE 49-22-4175 GENERAL PURPO		0.00	86.55	
1K34-K3TJ-19G9	Invoice	09/07/2023	ANTEC ISK110 VESA MINI-ITX CASE W/4X		0.00	201.49	
1KK7-W79G-71XF	Invoice	09/07/2023	DEWALT DW2055B 6" MAGNETIC DRIVE G		0.00	52.63	
1TXP-D477-3H6R	Invoice	09/07/2023	DURACELL COPPERTOP AAA BATTERIES W		0.00	32.14	
1X9W-6GGV-Y77	Invoice	09/07/2023	JYJZPB 2 PK 9.5Ah REPLACEMENT FOR MIL		0.00	142.84	
014053	AMERICA IN BLOOM SANTA PAULA		09/07/2023	Regular	0.00	20,000.00	335186
299	Invoice	09/07/2023	ANNUAL MAINTENANCE CONTRIBUTION		0.00	20,000.00	
011080	ARAMARK UNIFORM & CAREER APPAREL GROU		09/07/2023	Regular	0.00	193.32	335187
5020355405	Invoice	09/07/2023	903 CORPORATION ST. MATS, TOWELS		0.00	64.44	
5020360727	Invoice	09/07/2023	903 CORPORATION ST. - MATS, TOWELS		0.00	64.44	
5020366152	Invoice	09/07/2023	903 CORPORATION ST. - MATS, TOWELS		0.00	64.44	
011738	AT&T CALNET 3		09/07/2023	Regular	0.00	516.29	335188
000020416016	Invoice	09/07/2023	07/20/23 - 08/19/23 SERVICES		0.00	516.29	
015604	AUDIORAX LLC		09/07/2023	Regular	0.00	3,688.00	335189
13247	Invoice	09/07/2023	AUDIO RAX STRAIGHT FLOOR STUDIO EQ		0.00	3,688.00	
012677	AUTOZONE		09/07/2023	Regular	0.00	64.91	335190
5716470818	Invoice	09/07/2023	13PC MULT DR TAM DURALAST TORX SOC		0.00	32.46	
5716472021	Invoice	09/07/2023	PRESTONE MAX DOT4 BRAKE FLUID		0.00	32.45	
012679	CAL-STATE AUTO PARTS		09/07/2023	Regular	0.00	774.15	335191
859630	Invoice	09/07/2023	#426 - BATTERY		0.00	156.05	
860372	Invoice	09/07/2023	#224 - BATTERY ASM		0.00	457.50	
860403	Invoice	09/07/2023	#464 - BATTERY		0.00	156.05	
863222	Invoice	09/07/2023	CAP - FILLER		0.00	4.55	
015999	CHARTER COMMUNICATIONS HOLDING, LLC		09/07/2023	Regular	0.00	534.67	335192
0304065081523	Invoice	09/07/2023	970 E VENTURA ST. ANNEX BLDG. 8/15/23		0.00	10.68	
0469363082323	Invoice	09/07/2023	431 N 13TH ST. 8/23/23 - 9/22/23		0.00	74.99	
0469553080923	Invoice	09/07/2023	920 CORPORATION ST. - 8/923 - 9/8/23		0.00	449.00	
014331	CULLIGAN WATER		09/07/2023	Regular	0.00	97.82	335193
1861502	Invoice	09/07/2023	214 S 10TH ST. 7/1-31/2023		0.00	48.91	
1863104	Invoice	09/07/2023	214 S 10TH ST. 8/1-31/2023		0.00	48.91	
011210	DEPARTMENT OF JUSTICE		09/07/2023	Regular	0.00	32.00	335194
674355	Invoice	09/07/2023	JULY 2023 FINGERPRINT APPS		0.00	32.00	
010385	ENVIRONMENTAL HEALTH DIVISION		09/07/2023	Regular	0.00	988.90	335195
IN0240733	Invoice	09/07/2023	530 W MAIN ST. SR. NUTRITION FAC0002		0.00	988.90	
016126	ENVISION VTA FD AUTO LLC		09/07/2023	Regular	0.00	766.60	335196
15911	Invoice	09/07/2023	#204 - HOUSING A		0.00	373.57	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
16681	Invoice	09/07/2023	#463 - TUBE ASY, GASKETS X2		0.00	393.03	
010395	FAMCON PIPE & SUPPLY, INC.		09/07/2023	Regular	0.00	4,395.69	335197
S100104062.001	Invoice	09/07/2023	L4477NL 2" FORD L44-77-NL, CTS PACK JO		0.00	947.55	
S100106806.002	Invoice	09/07/2023	NSSS1078012 6" ROMAC SS1-7.80 X 12 ST		0.00	581.30	
S100108531.001	Invoice	09/07/2023	FL09 BOX ONLY FYBERLYTE		0.00	568.96	
S100109024.001	Invoice	09/07/2023	13" X 24" ARMORCAST ORION METER HO		0.00	1,944.98	
S100109465.001	Invoice	09/07/2023	SSP400 PROBE, STAINLESS STEEL 4', ODTA		0.00	352.90	
014348	FERRIS, SABRINA ZAN		09/07/2023	Regular	0.00	322.40	335198
AUGUST 2023	Invoice	09/07/2023	YOGA INSTRUCTOR		0.00	322.40	
010440	FGL ENVIRONMENTAL, INC		09/07/2023	Regular	0.00	263.00	335199
313525A	Invoice	09/07/2023	COLIFORM - COLILERT - P/A, MATERIALS/		0.00	263.00	
015835	FLORES, ELIXEO		09/07/2023	Regular	0.00	123.50	335200
AUGUST 2023	Invoice	09/07/2023	ZUMBA INSTRUCTOR		0.00	123.50	
012437	FMP UNIFORM CO.		09/07/2023	Regular	0.00	190.72	335201
17162	Invoice	09/07/2023	G. RIOS - STRYKE PANT, HEM		0.00	190.72	
010432	FRANK'S PAINT & HARDWARE		09/07/2023	Regular	0.00	277.63	335202
378115	Invoice	09/07/2023	3/8 X 2 GALV NIPPLE, 1 1/4 X 4 1/2 NIPPL		0.00	7.77	
378447	Invoice	09/07/2023	46-308UVB TIES-CABLE 8" PK100		0.00	11.90	
378558	Invoice	09/07/2023	BC 1/4 BR ST 45, 90 ELL, HEX NIP, VALVE F		0.00	65.73	
378622	Invoice	09/07/2023	5200X GLOVES UTILITY HD L		0.00	32.46	
378648	Invoice	09/07/2023	8" BENT NOSE PLIERS, 4LN-3 LONG NOSE		0.00	25.96	
378688	Invoice	09/07/2023	1/2 #2 BRASS ST ELL, NIPPLE, VALVE		0.00	133.81	
010441	FRUIT GROWERS SUPPLY CO		09/07/2023	Regular	0.00	121.05	335203
92363835	Invoice	09/07/2023	CLAMP REPAIR 2.00" x 6.00" 2-BOLT		0.00	83.25	
92381759	Invoice	09/07/2023	SHOVEL RD-PT CORONA MAX WD-HDL		0.00	31.77	
92406971	Invoice	09/07/2023	NIPPLE PVC SCH80 0.50"X 8.00"		0.00	6.03	
010481	GRAINGER		09/07/2023	Regular	0.00	1,609.55	335204
9788339100	Invoice	09/07/2023	#412 - VALVE, REGULATING, 0-12 GPM		0.00	97.25	
9805651081	Invoice	09/07/2023	HARD HAT, COLOR BLUE		0.00	36.12	
9806333754	Invoice	09/07/2023	WATER PUMP, 12V, ALUMINUM, 3/4 IN, G		0.00	1,476.18	
014686	HASA, INC.		09/07/2023	Regular	0.00	4,402.35	335205
913950	Invoice	09/07/2023	MULTI-CHLOR, BULK MINI - CARGO TANK		0.00	1,466.44	
913952	Invoice	09/07/2023	MULTI - CHLOR, 1 BULK MINI - CARGO TA		0.00	166.30	
913953	Invoice	09/07/2023	36 MULTI CHLOR, MINI - 1 CARGO TANK		0.00	108.85	
913954	Invoice	09/07/2023	88 MULTI-CHLOR, BULK MINI - CARGO TA		0.00	2,660.76	
014826	HERNANDEZ, LIZ		09/07/2023	Regular	0.00	162.50	335206
AUGUST 2023	Invoice	09/07/2023	FOLKLORICO INSTRUCTOR		0.00	162.50	
015075	HERRERA, KATHERINE		09/07/2023	Regular	0.00	200.00	335207
REFUND 8/26/23	Invoice	09/07/2023	DEPOSIT REFUND- RECREATION PK. 8/26/		0.00	200.00	
014988	INFRASCALE INC.		09/07/2023	Regular	0.00	1,590.91	335208
INV00769961	Invoice	09/07/2023	CLOUD COMPUTE INSTANCE IBDR CLOUD		0.00	1,590.91	
010574	INGLIS IMPORTS		09/07/2023	Regular	0.00	1,042.50	335209
IPHB008136	Invoice	09/07/2023	RAIDER - BOARDING SERVICES 7/10-17/2		0.00	486.50	
IPHB008156	Invoice	09/07/2023	DOC - BOARDING SRVS 8/2-28/23		0.00	556.00	
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN		09/07/2023	Regular	0.00	14,132.65	335210
#3946	Invoice	09/07/2023	EMERGENCY STORM REPAIRS-893 CORON		0.00	7,829.28	
#3950	Invoice	09/07/2023	EMERGENCY STORM REPAIRS- 893 CORO		0.00	4,666.74	
#3969	Invoice	09/07/2023	897 CORONADO ST. ADJ AND RE-SECURE		0.00	624.60	
#3976	Invoice	09/07/2023	EROSION CONTROL MEASURES- PECK RD		0.00	1,012.03	
010629	KIMBALL MIDWEST		09/07/2023	Regular	0.00	309.98	335211

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
101328384	Invoice	09/07/2023	MINI HOSE CLAMP, HVY DUTY HOSE, FREE		0.00	73.61	
101374335	Invoice	09/07/2023	FAN SPRAY PAINT NOZZLE, SHRNK TUBE, V		0.00	236.37	
015633	M6 CONSULTING, INC.		09/07/2023	Regular	0.00	-36,184.83	335212
015633	M6 CONSULTING, INC.		09/07/2023	Regular	0.00	36,184.83	335212
2690	Invoice	09/07/2023	DISASTER RECEOVER SERVICES DR4683		0.00	14,454.60	
2787	Invoice	09/07/2023	DISASTER RECOVERY SERVICES -DR4683		0.00	9,005.78	
2788	Invoice	09/07/2023	DISASTER RECOVERY SERVICES DR4683		0.00	7,030.00	
2848	Invoice	09/07/2023	ENCROACHMENT PERMIT SERVICES		0.00	5,694.45	
011456	MACIAS, AUSTIN W		09/07/2023	Regular	0.00	2,790.51	335213
PRCK#146176	Invoice	09/07/2023	RE-ISSUE CK FROM 1/26/2018-NON TAX R		0.00	2,790.51	
016294	MACIAS, JENNIFER		09/07/2023	Regular	0.00	428.00	335214
REFUND 10/7/23	Invoice	09/07/2023	DEPOSIT REFUND-CANCELLED EVENT 10/		0.00	428.00	
016289	MADA, KELLY		09/07/2023	Regular	0.00	208.00	335215
AUGUST 2023	Invoice	09/07/2023	PICKLEBALL CLINIC INSTRUCTOR		0.00	208.00	
015602	MATA, IVAN		09/07/2023	Regular	0.00	7,140.00	335216
1606	Invoice	09/07/2023	COMMERCIAL CLEANING - VARIOUS LOCA		0.00	7,040.00	
1607	Invoice	09/07/2023	COMMERCIAL CLEANING-MUSUEM CLEA		0.00	100.00	
014436	MINER'S ACE HARDWARE		09/07/2023	Regular	0.00	291.87	335217
31571	Invoice	09/07/2023	HTH SUPR 3" CHLORTAB 6OZ		0.00	10.81	
31660	Invoice	09/07/2023	25' WIDE BLADE TAPE MEASURE		0.00	31.38	
31667	Invoice	09/07/2023	LEVEL 48" PLASTIC ACE, UTLTY KNF BLD M		0.00	73.56	
31678	Invoice	09/07/2023	CABLE TIES 8" 50# YELLOW AND BLUE		0.00	15.13	
31714	Invoice	09/07/2023	BIT SECURITY T10 TORX		0.00	5.61	
31756	Invoice	09/07/2023	WIPING RAGS WHITE 2LBS		0.00	10.81	
31772	Invoice	09/07/2023	CORD EXTN 12/3 SJTW 100		0.00	108.24	
31778	Invoice	09/07/2023	PLST BUCKET 5G WHT ACE, WIRE BRUSH		0.00	20.10	
31782	Invoice	09/07/2023	KNEE PAD 15X20X1"		0.00	16.23	
015660	OKUN, LYNNE B.		09/07/2023	Regular	0.00	706.00	335218
AUGUST 2023	Invoice	09/07/2023	WEAVING INSTRUCTOR		0.00	130.00	
JULY 2023	Invoice	09/07/2023	WEAVING INSTRUCTOR		0.00	576.00	
012691	O'REILLY AUTOMOTIVE STORES, INC.		09/07/2023	Regular	0.00	1,631.80	335219
3129-486969	Invoice	09/07/2023	#272 - CTRL AR BMPR		0.00	361.05	
3129-487297	Invoice	09/07/2023	#499 - RADIATOR - COOLANT HOSE		0.00	381.19	
3129-487513	Credit Memo	09/07/2023	COOLANT HOSE		0.00	-10.25	
3129-487514	Invoice	09/07/2023	#499 - COOLANT HOSE, RADIATOR CAP		0.00	40.84	
3129-487624	Invoice	09/07/2023	DISC PAD SETS X2 AND COOLANT HOSES X		0.00	257.32	
3129-487650	Invoice	09/07/2023	#462 - THREAD SEAL		0.00	12.44	
3129-488331	Invoice	09/07/2023	THERMOSTAT - 2014 DODGE CHARGER		0.00	11.79	
3129-488669	Invoice	09/07/2023	#460 - DISC PAD SET		0.00	77.84	
3129-488677	Invoice	09/07/2023	#460 - DISC PAD SET		0.00	73.86	
3129-488730	Invoice	09/07/2023	#462 - COOLANT HOSE		0.00	68.94	
3129-488894	Invoice	09/07/2023	#460 - DISC PAD SET		0.00	76.85	
3129-488899	Invoice	09/07/2023	3PC STP DRL		0.00	23.80	
3129-488916	Credit Memo	09/07/2023	DISC PAD SET		0.00	-73.86	
3129-490343 8/1	Invoice	09/07/2023	VVT SOLENOID		0.00	33.84	
3129-490399	Invoice	09/07/2023	#123 - VVT SOLENOID		0.00	34.52	
3129-490590	Invoice	09/07/2023	HTR FITTING, HEATER HOSE, HOSE CLAMP		0.00	23.33	
3129-490670	Invoice	09/07/2023	#211 - TRAILER JACK		0.00	97.41	
3129-490938	Credit Memo	09/07/2023	CORE CREDITS		0.00	-88.00	
3129-491221	Invoice	09/07/2023	#422 - PRESS SWITCH		0.00	39.52	
3129-492652	Invoice	09/07/2023	#470 - DISC PAD SET X2		0.00	189.37	
010235	OUR LADY OF GUADALUPE CHURCH		09/07/2023	Regular	0.00	2,000.00	335220
5/5/2023 EVENT	Invoice	09/07/2023	EVENT SPONSORSHIP PROGRAM PYMNT		0.00	2,000.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
015335	PAVEMENT COATING CO.		09/07/2023	Regular	0.00	597.32	335221
CCusI002098	Invoice	09/07/2023	SS-1h, 21.33 GL 5.00		0.00	114.38	
CCusI002148	Invoice	09/07/2023	SS-1h, 21.33 GL		0.00	114.38	
CCusI002176	Invoice	09/07/2023	SS-1H , 23.70 GL		0.00	127.09	
CCusI002188	Invoice	09/07/2023	SS-1H, 18.96 GL,		0.00	101.67	
CCusI002203	Invoice	09/07/2023	SS-1H, 26.07 GL		0.00	139.80	
010769	PERIMETER SECURITY SYSTEMS		09/07/2023	Regular	0.00	265.00	335222
#320665	Invoice	09/07/2023	PREVENTIVE MAINT. F/S #26 LUBED AND		0.00	265.00	
014663	PHOENIX CIVIL ENGINEERING, INC.		09/07/2023	Regular	0.00	26,919.29	335223
22435	Invoice	09/07/2023	COSP 6TH STREET STORM FAILURE		0.00	22,175.04	
22461	Invoice	09/07/2023	COSP 6TH ST STORM DRAIN FAILURE		0.00	2,406.75	
22523	Invoice	09/07/2023	COSP 6TH STREET STORM DRAIN FAILURE		0.00	1,543.75	
22524	Invoice	09/07/2023	STORM DRAIN INSPECTION AND REVIEW		0.00	87.50	
22579	Invoice	09/07/2023	COSP 6TH ST. STORM DRAIN FAILURE		0.00	343.75	
22580	Invoice	09/07/2023	STORM DRAIN INSPECTION AND REVIEW		0.00	362.50	
014934	RAMIREZ, JOSHUA		09/07/2023	Regular	0.00	1,014.00	335224
AUGUST 2023	Invoice	09/07/2023	TAE KWON DO INSTRUCTOR		0.00	1,014.00	
016046	RINCON, YOLANDA		09/07/2023	Regular	0.00	200.00	335225
REFUND 8/12/23	Invoice	09/07/2023	RECREATION PR REFUND-EVENT 8/12/23		0.00	200.00	
010047	ROBERT HALF		09/07/2023	Regular	0.00	1,313.15	335226
62473653	Invoice	09/07/2023	V RODRIGUEZ - WK ENDING 8/25/23		0.00	1,313.15	
010711	SANTA PAULA TIMES		09/07/2023	Regular	0.00	36.00	335227
SINGER23/24REN	Invoice	09/07/2023	RENEW E-SUBSCRIPTION		0.00	36.00	
011640	SATCOM GLOBAL, INC.		09/07/2023	Regular	0.00	1,026.00	335228
AS09230216	Invoice	09/07/2023	IRIDIUM SIM CARDS-881621449175, 5100		0.00	1,026.00	
015360	SCHAEFFER'S MFG. CO.		09/07/2023	Regular	0.00	1,967.26	335229
460618502738-I	Invoice	09/07/2023	55 GAL DRUM, SUPREME 9000 FULL SYNT		0.00	1,967.26	
010795	SOUTHERN CALIFORNIA EDISON		09/07/2023	Regular	0.00	70,596.52	335230
7/1/23 - 8/9/23	Invoice	09/07/2023	MONTHLY UTILITY CHARGES		0.00	70,596.52	
012696	TORO ENTERPRISES, INC.		09/07/2023	Regular	0.00	350,413.68	335231
16548R3	Invoice	09/07/2023	SINKHOLE REPAIR 6TH ST.		0.00	335,015.11	
16765 R	Invoice	09/07/2023	SINKHOLE REPAIR - 6TH ST SD(N. OF PLEA		0.00	15,398.57	
011389	TYLER TECHNOLOGIES, INC		09/07/2023	Regular	0.00	4,894.82	335232
025-435262	Invoice	09/07/2023	ERP PRO FINANCIALS ANNUAL FEES A/R,		0.00	4,894.82	
015413	VALENCIA, ALFRED		09/07/2023	Regular	0.00	66.60	335233
PERDIEM 8/29-31	Invoice	09/07/2023	COLT M4/M16 ARMORERS COURSE, SANT		0.00	66.60	
014162	VCHA CLINICS		09/07/2023	Regular	0.00	1,250.00	335234
1028941	Invoice	09/07/2023	SANE ADULT EXAM SG2300860, JZ - 2010		0.00	1,250.00	
015186	VENTURA COUNTY AUTO SUPPLY, INC.		09/07/2023	Regular	0.00	559.11	335235
1016-057116	Invoice	09/07/2023	INSERT - SHOP SUPPLIES		0.00	65.72	
1016-057122	Invoice	09/07/2023	#293-BRAKE ROTOR - DIH PARKI		0.00	327.56	
1016-057765	Invoice	09/07/2023	#413 - MOUNT - 2013 CHEVROLET IMPAL		0.00	62.90	
980024	Invoice	09/07/2023	BRAKE LATHE TOOL BIT CARBIDE, PRELUB		0.00	92.56	
980153	Invoice	09/07/2023	SHOP TOOLS - 30 ST BITSKT		0.00	10.37	
011963	WHARF, THE		09/07/2023	Regular	0.00	203.65	335236
58073	Invoice	09/07/2023	BRENDAN DE LA TORRE - SAFETY BOOTS		0.00	203.65	
016295	YEBRA, DULCE		09/07/2023	Regular	0.00	428.00	335237
REFUND 8/5/23	Invoice	09/07/2023	DEPOSIT REFUND-EVENT DATE 8/5/23		0.00	428.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
013843	YOUNG, DUNCAN		09/07/2023	Regular	0.00	1,716.00	335238
AUGUST 2023	Invoice	09/07/2023	GYMNASTICS INSTRUCTOR		0.00	1,716.00	
011068	CALIFORNIA DEPARTMENT OF TAX AND FEE AD		09/13/2023	Regular	0.00	824.76	335245
2022 OCT-DEC	Invoice	09/13/2023	QUARTERLY SALES AND USE TAX		0.00	824.76	
013711	INDEPENDENT ORDER OF ODD FELLOWS		09/13/2023	Regular	0.00	2,701.22	335246
SEPTEMBER 2023	Invoice	09/13/2023	RENT AT 866 E. MAIN ST. FOR PW OFFICES		0.00	2,701.22	
016177	STEIGER, JEFFREY S.		09/13/2023	Regular	0.00	4,000.00	335247
SEPTEMBER 2023	Invoice	09/13/2023	Mesa Tank - Temporary Construction Ease		0.00	4,000.00	
015498	AMAZON CAPITAL SERVICES		09/15/2023	Regular	0.00	9,819.47	335248
131T-PVNH-J1CV	Invoice	09/15/2023	ADJUSTABLE ROLLING SWIVEL CHAIR TOO		0.00	116.91	
139H-GYG3-1QPL	Invoice	09/15/2023	3 PIECE OVER SINK TWISTED WIRE STAINL		0.00	163.86	
13HX-Q74D-94FY	Invoice	09/15/2023	AYLEID RETRACTABLE GARDEN HOSE REEL		0.00	291.05	
13Y3-TPGK-PTVL	Invoice	09/15/2023	200 PCS DISPOSABLE PAPER PLACE MAT		0.00	283.24	
16KL-GGTR-97K7	Invoice	09/15/2023	ICEWRAPS 4X7 INSTANT COLD PACK X 50		0.00	1,325.07	
199F-FCL6-YJVR	Invoice	09/15/2023	KLEIN TOOLS 60347 HARD HAT VENTED F		0.00	233.79	
19GW-VR9M-YGD	Invoice	09/15/2023	CRESTLIVE PRODUCTS LUXURY BAMBOO		0.00	165.77	
1CKM-M6MJ-FH	Invoice	09/15/2023	RICHARDSON UNISEX 112 TRUCKER ADJU		0.00	284.13	
1DRK-WJRT-RQV6	Invoice	09/15/2023	BESWIN CHAIR MAT FOR HARDWOOD FL		0.00	129.15	
1J37-FKFQ-91QW	Invoice	09/15/2023	SIGNWORLD 24 INCH STREET LIGHT POLE		0.00	1,316.40	
1JKJ-FQGH-6HV6	Invoice	09/15/2023	AMAZON BASICS CLASSIC PURESOFT PU P		0.00	3,943.20	
1M7M-649K-3RQ	Invoice	09/15/2023	MITXPC MX500-USB3 INDUSTRIAL FANLE		0.00	140.67	
1PNX-7LPD-DVQ	Invoice	09/15/2023	10 ROLLS PAINTERS TAPE 2 INCH BULK PAI		0.00	116.88	
1PNX-7LPD-TC3N	Invoice	09/15/2023	CAHAYA 2 IN 1 DUAL USE EXTRA STABLE R		0.00	432.65	
1PXV-L77C-Y1YV	Invoice	09/15/2023	FLEXZILLA RETRACTABLE EXTENTION 14/3		0.00	293.15	
1QPV-77CW-XRQ	Invoice	09/15/2023	KYODOLED KEY CABINET WALL MOUNT		0.00	179.42	
1QV7-VMRD-7K9	Invoice	09/15/2023	ROKFORM IPHONE 13 CASE RUGGED SERI		0.00	82.32	
1V7V-YRTR-4QNR	Invoice	09/15/2023	STREAMLIGHT 75613 FLASHLIGHT		0.00	164.65	
1WDY-C1Y7-7LK3	Invoice	09/15/2023	STREAMLIGHT 75613 FLASHLIGHT		0.00	157.16	
015448	ALL CITY MANAGEMENT SERVICES, INC.		09/21/2023	Regular	0.00	21,655.20	335255
86822	Invoice	09/21/2023	07/09/2023 - 07/22/2023 SCHOOL CROSS		0.00	7,734.00	
87416	Invoice	09/21/2023	08/20/2023 - 09/02/2023 SCHOOL CROSS		0.00	13,921.20	
015428	ALL STAR ELITE SPORTS		09/21/2023	Regular	0.00	438.69	335256
3660	Invoice	09/21/2023	GILDAN ADULT DRY BLEND 50 COTTON 50		0.00	438.69	
015896	ALONSO TOOLS, LLC		09/21/2023	Regular	0.00	8.09	335257
09062323854	Invoice	09/21/2023	1 HOSE PITCHER 2 PK		0.00	8.09	
015498	AMAZON CAPITAL SERVICES		09/21/2023	Regular	0.00	2,624.88	335258
1344-FL3W-9331	Credit Memo	09/21/2023	NIKE ESSENTIAL BALL PUM,P VOLT		0.00	-0.13	
166V-MPL9-94HC	Credit Memo	09/21/2023	12 PLAYERS FLAG FOOTBALL BELTS AND F		0.00	-1.23	
16D7-1CLM-9P7R	Invoice	09/21/2023	12 PLAYER FLAG FOOTBALL BELTS AND FL		0.00	732.53	
16D7-1CLM-CL9Q	Credit Memo	09/21/2023	12 PLAYERS FLAG FOOTBALL BELTS AND F		0.00	-0.69	
17YC-JK7C-4RPF	Invoice	09/21/2023	4PC METALLIC CHEERLEADING POM POM		0.00	681.20	
19QD-D7PC-CMT	Credit Memo	09/21/2023	HUNGDAO 12 PLAYERS FLAG FOOTBALL B		0.00	-0.96	
19W7-V9TR-97P	Credit Memo	09/21/2023	HUNGDAO 12 PLAYERS FLAG FOOTBALL B		0.00	-0.17	
1DHD-CT1G-9CY	Credit Memo	09/21/2023	PRO DISC CONES SET OF 50 AGILITY SOCC		0.00	-0.22	
1DHD-CT1G-PM9	Invoice	09/21/2023	100 9X12 SELF SEAL SECURITY WHITE CAT		0.00	38.67	
1DNX-RGJN-9C49	Credit Memo	09/21/2023	PRO DISC CONES SET OF 50AGILITY SOCER		0.00	-0.23	
1GRH-CGCXG-96	Credit Memo	09/21/2023	PRO DISC CONES SET OF 50		0.00	-0.22	
1GRH-KPP3-9FD9	Credit Memo	09/21/2023	MURRAY SPORTING GOODS FOOTBALL DR		0.00	-0.25	
1KWG-GRFM-1G	Invoice	09/21/2023	DELL P1917S 196" IPS LED SXGA MONITO		0.00	608.32	
1LFH-DPTV-9CNQ	Credit Memo	09/21/2023	LIFLEILINE TEAM SPORTS TRAINER FIRST A		0.00	-1.15	
1PR7-V9VX-97KJ	Credit Memo	09/21/2023	PRO DISC CONES SET OF 50 - AGILITY SOC		0.00	-0.22	
1QP6-NJ6T-1PL9	Invoice	09/21/2023	ELIVED UL LISTED FULL MOTION TV MON		0.00	218.21	
1RR6-LV7W-11M	Invoice	09/21/2023	24 PACK BIB APRONS UNISEX APRON NO		0.00	353.30	
1VKV-FPKX-91ND	Credit Memo	09/21/2023	PRO DISC CONES SET OF 50		0.00	-0.69	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
1VKV-FPKX-91VW	Credit Memo	09/21/2023	NIKE ESSENTIAL BALL PUMP BLACK		0.00	-0.75	
1VRG-FMRG-97P	Credit Memo	09/21/2023	HUNGDAO 12 PLAYER FLAG FOOTBALL SE		0.00	-0.09	
1XHM-TLYC-CT11	Credit Memo	09/21/2023	HINGDAO 12 PLAYERS FLAG FOOTBALL BE		0.00	-0.35	
015175	ANDERSON REFRIGERATION, INC.		09/21/2023	Regular	0.00	11,120.75	335259
#4549172	Invoice	09/21/2023	TROUBLE SHOOT ICE MACHINE NOT MAKI		0.00	222.00	
#4549189	Invoice	09/21/2023	TROUBLE SHOOT MINI AIR CONDITIONIN		0.00	220.00	
#4549245	Invoice	09/21/2023	TROUBLE SHOOT ICE MACHINE NOT MAKI		0.00	242.00	
#4549343	Invoice	09/21/2023	INSTALL NEW AC UNIT AT SENIOR CENTER		0.00	9,890.00	
#4549433	Invoice	09/21/2023	TROUBLE SHOOT BACK LOBBY AC UNIT		0.00	546.75	
011080	ARAMARK UNIFORM & CAREER APPAREL GROU		09/21/2023	Regular	0.00	453.79	335260
5020343427	Invoice	09/21/2023	970 VENTURA ST - MATS		0.00	62.87	
5020348329	Invoice	09/21/2023	970 VENTURA ST - MATS		0.00	62.87	
5020354251	Invoice	09/21/2023	970 VENTURA ST - MATS		0.00	62.87	
5020359619	Invoice	09/21/2023	970 VENTURA ST - MATS		0.00	62.87	
5020365127	Invoice	09/21/2023	182 S PALM AVE - MATS		0.00	29.09	
5020371574	Invoice	09/21/2023	903 CORPORATION ST - MATS		0.00	71.50	
5020376796	Invoice	09/21/2023	903 CORPORATION ST - MATS		0.00	71.50	
5020380008	Invoice	09/21/2023	182 S PALM AVE - MATS		0.00	30.22	
016125	ARANDA, MIKE		09/21/2023	Regular	0.00	4,800.00	335261
0000021	Invoice	09/21/2023	PD CONSULTING SERVICES		0.00	2,400.00	
0000022	Invoice	09/21/2023	PD CONSULTING SERVICES		0.00	2,400.00	
011354	AT&T MOBILITY		09/21/2023	Regular	0.00	1,063.11	335262
287299196399X0	Invoice	09/21/2023	UTILITY CHARGES 08/03/2023 - 09/02/20		0.00	1,063.11	
015318	BADGER METER		09/21/2023	Regular	0.00	2,186.03	335263
80135686	Invoice	09/21/2023	ORION CELLULAR LTE SERV UNIT		0.00	2,186.03	
016062	BANNER BANK		09/21/2023	Regular	0.00	11,640.36	335264
07	Invoice	09/21/2023	Retention - Mesa Tank Replacement Proje		0.00	11,640.36	
015218	BARAJAS, DAVID		09/21/2023	Regular	0.00	3,350.00	335265
1407	Invoice	09/21/2023	INSTALLATION OF 3 IN AND 2 IN CONDUIT		0.00	1,565.00	
1408	Invoice	09/21/2023	INSTALLATION OF 2 10V WALL OUTLETS F		0.00	380.00	
1409	Invoice	09/21/2023	REPLACED DAMAGED COVER ON EXTERIO		0.00	745.00	
1410	Invoice	09/21/2023	DISCONNECTED TROFFER LIGHTS THAT W		0.00	660.00	
016157	BARBOUR WELL, INC.		09/21/2023	Regular	0.00	620.00	335266
3841	Invoice	09/21/2023	PREVENTATIVE WELL MAINTENANCE		0.00	620.00	
016117	BARRANCO, PABLO		09/21/2023	Regular	0.00	1,700.00	335267
TWS26	Invoice	09/21/2023	INTERIOR PAINTING 970 VENTURA ST CIT		0.00	1,700.00	
011253	BAY ALARM COMPANY		09/21/2023	Regular	0.00	207.93	335268
20792800	Invoice	09/21/2023	SECURITY ALARM MONITORING SERVICE		0.00	207.93	
015284	BEE SPECIALIST		09/21/2023	Regular	0.00	250.00	335269
#70407	Invoice	09/21/2023	BEE PROBLEMS IN A PARK		0.00	250.00	
014680	BEST BEST & KRIEGER LLP		09/21/2023	Regular	0.00	30,249.00	335270
JULY 2023	Invoice	09/21/2023	PROFESSIONAL SERVICES RENDERED		0.00	30,249.00	
016281	BETTER IMPACT USA INC.		09/21/2023	Regular	0.00	200.00	335271
INV-109087	Invoice	09/21/2023	INITIAL SETUP OF VOLUNTEER PROFILES		0.00	200.00	
011110	BOWMAN CAR WASH		09/21/2023	Regular	0.00	900.00	335272
1229	Invoice	09/21/2023	$12 CARWASH 01/01/2023 - 06/24/2023		0.00	900.00	
016092	BULLOCK, TARA		09/21/2023	Regular	0.00	1,560.00	335273
#1006	Invoice	09/21/2023	YOUTH AND ADULT CLASSES 07/05/2023 -		0.00	780.00	
#1007	Invoice	09/21/2023	YOUTH AND ADULT CLASSES 08/02/2023 -		0.00	780.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
011464	BUSINESS CARD		09/21/2023	Regular	0.00	167.79	335274
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CREDIT CARD CHARGES PW DEP		0.00	167.79	
011464	BUSINESS CARD		09/21/2023	Regular	0.00	5,052.15	335275
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CREDIT CARD CHARGES IT DEPA		0.00	5,052.15	
011464	BUSINESS CARD		09/21/2023	Regular	0.00	4,719.41	335276
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CC CHARGES POLICE DEPARTME		0.00	4,719.41	
011464	BUSINESS CARD		09/21/2023	Regular	0.00	517.92	335277
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CC CHARGES		0.00	517.92	
011464	BUSINESS CARD		09/21/2023	Regular	0.00	1,511.34	335278
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CREDIT CARD CHARGES		0.00	1,511.34	
011464	BUSINESS CARD		09/21/2023	Regular	0.00	579.30	335279
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CC CHARGES CM DEPARTMENT		0.00	579.30	
011464	BUSINESS CARD		09/21/2023	Regular	0.00	1,773.86	335280
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CC CHARGES PR DEPARTMENT		0.00	1,773.86	
011464	BUSINESS CARD		09/21/2023	Regular	0.00	721.15	335281
07/22/2023 - 08/	Invoice	09/21/2023	VARIOUS CREDIT CARD CHARGES		0.00	721.15	
011151	C.O.R. PLUMBING SUPPLIES		09/21/2023	Regular	0.00	440.00	335282
2023-316	Invoice	09/21/2023	CLEARED THE CLOGGED FLOOR DRAIN LA		0.00	260.00	
2023-319	Invoice	09/21/2023	SNAKE AND CLEAR THE CLOGGED GREASE		0.00	180.00	
012679	CAL-STATE AUTO PARTS		09/21/2023	Regular	0.00	239.44	335283
863225	Invoice	09/21/2023	#470 - BV6Z 2162 A CAP FILLER		0.00	4.45	
863289	Invoice	09/21/2023	#2544 - F2GZ 1A189-A KIT TPMS SENSOR		0.00	234.99	
015730	CANVA US INC.		09/21/2023	Regular	0.00	119.40	335284
INV-10911	Invoice	06/30/2023	CANVA SUBSCRIPTION 02/15/2023 - 02/1		0.00	119.40	
016120	CANYON SPRINGS ENTERPRISES		09/21/2023	Regular	0.00	221,166.88	335285
07	Invoice	09/21/2023	Mesa Tank Replacement Project		0.00	221,166.88	
011089	CAROLLO ENGINEERS		09/21/2023	Regular	0.00	54,380.71	335286
FB36960	Invoice	09/21/2023	CROSS TOWN WATER PIPELINE - ORIGINA		0.00	22,770.71	
FB38166	Invoice	09/21/2023	CROSS TOWN WATER PIPELINE - ORIGINA		0.00	26,000.00	
FB40664	Invoice	09/21/2023	CROSS TOWN WATER PIPELINE - ORIGINA		0.00	5,610.00	
016266	CENTRAL COAST ENGINEERING		09/21/2023	Regular	0.00	5,177.34	335287
9623	Invoice	09/21/2023	SCOPE OF SERVICE CENTRAL COAST ENGI		0.00	852.00	
9624	Invoice	09/21/2023	SCOPE OF SERVIE CENTRAL COAST ENGIN		0.00	580.00	
9625	Invoice	09/21/2023	SCOPE OF SERVICE CENTRAL COAST ENGI		0.00	1,484.00	
9626	Invoice	09/21/2023	SCOPE OF SERVICE CENTRAL COAST ENGI		0.00	976.34	
9628	Invoice	09/21/2023	SCOPE OF SERVICE CENTRAL COAST ENGI		0.00	580.00	
9633	Invoice	09/21/2023	SCOPE OF SERVICE CENTRAL COAST ENGI		0.00	470.00	
9634	Invoice	09/21/2023	SCOPE OF SERVICE CENTRAL COAST ENGI		0.00	235.00	
015871	CHARTER COMMUNICATIONS		09/21/2023	Regular	0.00	1,555.31	335288
0093783090123	Invoice	09/21/2023	970 E VENTURA ST - MONTHLY BILLING		0.00	156.31	
0460685082723	Invoice	09/21/2023	970 E VENTURA ST - MONTHLY BILLING		0.00	1,399.00	
010418	CORELOGIC SOLUTIONS, LLC		09/21/2023	Regular	0.00	140.00	335289
82184818	Invoice	09/21/2023	AUGUST 2023		0.00	140.00	
011149	COSTCO WHOLESALE		09/21/2023	Regular	0.00	429.71	335290
DPO#08444	Invoice	09/21/2023	YOPUTH CENTER SNACKS, BAKING CLASS		0.00	429.71	
011148	COUNTY OF VENTURA		09/21/2023	Regular	0.00	171.20	335291
R108 SEP-23	Invoice	09/21/2023	APN 108-0-101-055 SEPTEMBER 2023 RE		0.00	171.20	
010932	COUNTY OF VENTURA IT SERVICES		09/21/2023	Regular	0.00	3,554.95	335292

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0277965	Invoice	09/21/2023	RADIO COMMUNICATIONS ISF ACCT# 203		0.00	874.43	
INV0280189	Invoice	09/21/2023	RADIO COMMUNICATIONS ISF ACCOUNT		0.00	2,680.52	
011161	CRAGOE PEST SERVICES INC		09/21/2023	Regular	0.00	390.00	335293
172-00240567	Invoice	09/21/2023	PEST CONTROL - 7TH AND MAIN ST EBELL		0.00	30.00	
172-00241819	Invoice	09/21/2023	PEST CONTROL - 530 W MAIN ST		0.00	40.00	
172-00241820	Invoice	09/21/2023	PEST CONTROL SERVICES 418 N 13TH ST		0.00	30.00	
172-00241923	Invoice	09/21/2023	PEST CONTROL - 200 N 10TH ST		0.00	40.00	
172-00241924	Invoice	09/21/2023	PEST CONTROL - 903 CORPORATION YARD		0.00	60.00	
172-00242219	Invoice	09/21/2023	PEST CONTROL - 735 E SANTA BARBARA S		0.00	40.00	
172-00242220	Invoice	09/21/2023	PEST CONTROL - 214 S 10TH ST		0.00	60.00	
172-00242221	Invoice	09/21/2023	PEST CONTROL - 214 S 10TH ST		0.00	30.00	
172-00242222	Invoice	09/21/2023	PEST CONTORL - 200 S 10TH ST		0.00	40.00	
172-00242223	Invoice	09/21/2023	PEST CONTROL - 200 S 10TH ST		0.00	20.00	
015452	CROWN AWARDS		09/21/2023	Regular	0.00	345.41	335294
36469244	Invoice	09/21/2023	2 INCH 3D T BALL MEDAL SILVER		0.00	345.41	
016217	DAVID ATKIN CONSTRUCTION INC.		09/21/2023	Regular	0.00	2,771.00	335295
619	Invoice	09/21/2023	TRIM OUT WINDOWS AT HOUSE BY PARK		0.00	2,771.00	
011811	DE LAGE LANDEN		09/21/2023	Regular	0.00	1,480.80	335296
80894774	Invoice	09/21/2023	180 S PALM AVE 09/01/2023 - 09/30/202		0.00	246.36	
80894794	Invoice	09/21/2023	IT LOCATIONS PERIOD 09/01/2023 - 09/3		0.00	1,234.44	
013724	DIRECT TV		09/21/2023	Regular	0.00	103.99	335297
016698695X2308	Invoice	09/21/2023	MONTHLY CHARGES 08/29/2023 - 09/28/		0.00	103.99	
013975	DODOS DESIGN - GARCIA, DAVID		09/21/2023	Regular	0.00	1,422.56	335298
8738	Invoice	09/21/2023	PRINT - SILK SCREENIG, ONE TIME SET UP		0.00	899.56	
8775	Invoice	09/21/2023	3X5 BANNER CLIENT PROVIDED ART		0.00	60.00	
8863	Invoice	09/21/2023	3X5 BANNER PARKS AND REC SENIOR SER		0.00	85.00	
8892	Invoice	09/21/2023	EMBROIDERY CLIENT SUPPLIED HATS WAT		0.00	378.00	
015438	ENCOMPASS CONSULTANT GROUP		09/21/2023	Regular	0.00	5,065.00	335299
04717	Invoice	09/21/2023	TASK ORDER #5		0.00	426.25	
04718	Invoice	09/21/2023	TASK ORDER #6		0.00	4,638.75	
016126	ENVISION VTA FD AUTO LLC		09/21/2023	Regular	0.00	15.92	335300
17654	Invoice	09/21/2023	DL3Z 19B596 O RING 125 D		0.00	15.92	
015900	EXPRESS GLASS AND WINDOW, INC.		09/21/2023	Regular	0.00	942.00	335301
1821	Invoice	09/21/2023	REMOVE STATIONARY GLASS AT CH BUILD		0.00	942.00	
010187	F M PEARCE Company		09/21/2023	Regular	0.00	7,165.06	335302
SO#4509	Invoice	09/21/2023	CHECKED AC FOR PD FOUND HVAC UNIT T		0.00	571.91	
SO#4524	Invoice	09/21/2023	CHECKED SENIOR CENTER HEAT PUMP, BA		0.00	142.00	
SO#4552	Invoice	09/21/2023	TROUBLESHOOT THE 7.5 TON CARRIER HV		0.00	2,964.08	
SO#4558	Invoice	09/21/2023	CHECKED SUPPLY AND RETURN AIR DUCTI		0.00	3,061.07	
SO#4571	Invoice	09/21/2023	CHECKED AC SERVING COUNCIL CHAMBE		0.00	426.00	
010395	FAMCON PIPE & SUPPLY, INC.		09/21/2023	Regular	0.00	697.13	335303
S100109845.001	Invoice	09/21/2023	W11B-TS METER BOX STEEL LID		0.00	697.13	
010847	FARMERS IRRIGATION		09/21/2023	Regular	0.00	3,302.15	335304
18960	Invoice	09/21/2023	SEPTEMBER 2023 PALM AVENUE RENTAL		0.00	3,302.15	
014176	FAUSSET PRINTING		09/21/2023	Regular	0.00	552.50	335305
M229110	Invoice	09/21/2023	RECREATION GUID AND FLYER DESIGN		0.00	552.50	
010440	FGL ENVIRONMENTAL, INC		09/21/2023	Regular	0.00	324.00	335306
313227A	Invoice	09/21/2023	SUB-CONTRACTED LTB SERIES 15 TUBE		0.00	35.00	
313884A	Invoice	09/21/2023	COLIFORM - COLILERT P/A		0.00	289.00	
010417	FIREMASTER		09/21/2023	Regular	0.00	1,885.47	335307

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
0001094260	Invoice	09/21/2023	SERVICE EXTINGUISHER ANNUAL, FEE AN		0.00	46.08	
0001094261	Invoice	09/21/2023	SERVICE EXTINGUISHER ANNUAL, MAINT		0.00	106.53	
0001094262	Invoice	09/21/2023	SERVICE EXTINGUISHER ANNUAL, MAINT		0.00	101.53	
0001094263	Invoice	09/21/2023	SERVICE EXTINGUISHER ANNUAL, MAINT		0.00	494.80	
0001094264	Invoice	09/21/2023	SERVICE EXTINGUISHER ANNUAL, MAINT		0.00	273.59	
0001094265	Invoice	09/21/2023	SERVICE EXTINGUISHER ANNUAL, MAINT		0.00	862.94	
014342	FLOORING 101		09/21/2023	Regular	0.00	4,952.00	335308
CG314553	Invoice	09/21/2023	CHANGE IN ATTITUDE - ADRENALINE RUS		0.00	4,952.00	
012437	FMP UNIFORM CO.		09/21/2023	Regular	0.00	274.22	335309
17103	Invoice	09/21/2023	5.11 TACTICAL WOMENS CLASS BDU PAN		0.00	274.22	
010424	FOLSOM LAKE FORD		09/21/2023	Regular	0.00	102,323.78	335310
FL2083	Invoice	09/21/2023	TWO K9 VEHICLES, DOC FEES, TIRE FEES		0.00	51,161.89	
FL2106	Invoice	09/21/2023	TWO K9 VEHICLES, DOC FEES, TIRE FEES		0.00	51,161.89	
015785	FORD MOTOR CREDIT COMPANY LLC		09/21/2023	Regular	0.00	33,744.23	335311
1775167	Invoice	09/21/2023	2021 FORD POLICE INTERCEPTOR		0.00	33,744.23	
010432	FRANK'S PAINT & HARDWARE		09/21/2023	Regular	0.00	2,014.04	335312
377660	Invoice	09/21/2023	2090 E2 MASKING TAPE		0.00	62.68	
377672	Invoice	09/21/2023	WONDER RPO ACRYLIC LATEX		0.00	102.82	
377679	Invoice	09/21/2023	FIBERGLASS NEW SCREEN		0.00	32.67	
377750	Invoice	09/21/2023	907M DRYWALL TAPING KNIFE		0.00	58.40	
377759	Invoice	09/21/2023	630D SOLID BRASS COMBO		0.00	40.34	
377761	Invoice	09/21/2023	WONDER PRO ACRYLIC ENAMEL SEMI		0.00	104.92	
377893	Invoice	09/21/2023	WONDER TONE INT SEMI WP8 GAL		0.00	135.19	
377894	Invoice	09/21/2023	175D MASTER PADLOCK COMB		0.00	44.34	
377955	Invoice	09/21/2023	GENESIS 2 PC COARSE TOOTH BLADES		0.00	16.23	
377959	Invoice	09/21/2023	1 1/2 ABS PLUG		0.00	29.91	
377977	Invoice	09/21/2023	RAT GLUE TRAY 2PK		0.00	41.07	
377982	Invoice	09/21/2023	WONDER TONE INT SEMI WPB GAL		0.00	63.81	
378064	Invoice	09/21/2023	14015 RIP BLADE 5-3/8 20TH T		0.00	48.68	
378074	Invoice	09/21/2023	DOOR STOPS 4 IN BRS		0.00	23.78	
378079	Invoice	09/21/2023	E/4 INCH SCH 40 PVC PIPE		0.00	7.47	
378081	Invoice	09/21/2023	1 1/4 PVC PIPE REPAIR CPG		0.00	36.78	
378102	Invoice	09/21/2023	3/4 LK FEMALE NO KINK		0.00	41.99	
378124	Invoice	09/21/2023	CONCRETE 90LB		0.00	29.20	
378140	Invoice	09/21/2023	MORTAR MIX 60 LBS		0.00	11.57	
378151	Invoice	09/21/2023	112 OZ LOW VOC PAINT THINNER		0.00	23.80	
378153	Invoice	09/21/2023	SPRAY PAINTGERS TOUCH 2X SATIN		0.00	8.53	
378161	Invoice	09/21/2023	STANDARD SS CLAMP		0.00	27.28	
378238	Invoice	09/21/2023	SAFETY HASPS		0.00	9.42	
378242	Invoice	09/21/2023	2 INCH GAL COMP COUP #2		0.00	27.05	
378256	Invoice	09/21/2023	FAST SET CONCRETE 50 LBS		0.00	35.37	
378303	Invoice	09/21/2023	FLUOR LAMP T8		0.00	35.69	
378311	Invoice	09/21/2023	FORNEY MERC H		0.00	32.46	
378312	Invoice	09/21/2023	WONDER PRO ACRYLIC LATEX FLAT GL		0.00	78.78	
378324	Invoice	09/21/2023	COLORANT		0.00	194.80	
378358	Invoice	09/21/2023	7316U 1X36 DOWEL		0.00	28.59	
378361	Invoice	09/21/2023	175 DLH MASTER PADLOCK COMBO		0.00	61.23	
378384	Invoice	09/21/2023	NUTS AND BOLTS PACKAGE		0.00	5.16	
378451	Invoice	09/21/2023	GORRILLA SUPER GLUE GEL		0.00	7.57	
378473	Invoice	09/21/2023	MANOR H PAINT PRIMER EXT FLAT		0.00	142.79	
378782	Invoice	09/21/2023	BRASS NIPPLE		0.00	81.76	
378783	Invoice	09/21/2023	FORNEY MERCH		0.00	27.68	
378804	Invoice	09/21/2023	LHSP SHOVEL		0.00	69.77	
378843	Invoice	09/21/2023	BLUE MONSTER THREAD TAPE		0.00	49.92	
378869	Invoice	09/21/2023	FORNEY MERCH		0.00	73.97	
378924	Invoice	09/21/2023	SCH 40 PVC PIPE		0.00	60.57	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Void		09/21/2023	Regular	0.00	0.00	335313
014061	FRONTIER COMMUNICATIONS		09/21/2023	Regular	0.00	3,201.62	335314
08/28/2023 - 09/	Invoice	09/21/2023	MONTHLY UTILITY CHARGES		0.00	2,401.73	
09/02/2023 - 10/	Invoice	09/21/2023	MONTHLY UTILITY CHARGES		0.00	799.89	
010441	FRUIT GROWERS SUPPLY CO		09/21/2023	Regular	0.00	434.53	335315
92401070	Invoice	09/21/2023	COOLER WATER IGLOO 2 GAL		0.00	61.27	
92403898	Invoice	09/21/2023	DRINK GATORADE 6 GAL GLACIER		0.00	27.30	
92404389	Invoice	09/21/2023	FERT BEST SUPERIRON		0.00	325.23	
92407913	Invoice	09/21/2023	HAMER SLEDGE 4 LBS FIBERGLASS VULCA		0.00	20.73	
010797	GAS COMPANY, THE		09/21/2023	Regular	0.00	32.18	335316
06/01/2023 - 08/	Invoice	09/21/2023	MONTHLY UTILITY CHARGES		0.00	32.18	
015222	GOODSUITE		09/21/2023	Regular	0.00	1,221.13	335317
INV197974	Invoice	09/21/2023	BILLING PERIOD 8/01/2023 - 08/31/2023		0.00	1,221.13	
012800	GRANITE CONSTRUCTION COMPANY		09/21/2023	Regular	0.00	522.16	335318
2533692	Invoice	09/21/2023	1/2 INCH HMA FINE B		0.00	180.23	
2538911	Invoice	09/21/2023	1/2 INCH HMA FINE B		0.00	167.45	
2539868	Invoice	09/21/2023	1/2 INCH HMA FINE B		0.00	174.48	
010537	HOUSE SANITARY SUPPLY		09/21/2023	Regular	0.00	4,656.97	335319
279964	Invoice	09/21/2023	DAWN MANUAL POT AND PAN DISH		0.00	226.80	
280175	Invoice	09/21/2023	BLACK STIP PADS 5 EA		0.00	772.53	
280175-01	Invoice	09/21/2023	RED SPRAY BUFF PAD		0.00	84.87	
280369	Invoice	09/21/2023	LR FUTURA 40X48 CLEAR 1.2 SUPER HEXE		0.00	760.38	
281447	Invoice	09/21/2023	NABC DISIN 12/QT		0.00	1,487.81	
281717	Invoice	09/21/2023	ON AND ON FINISH		0.00	504.30	
281980	Invoice	09/21/2023	PUMICE STONE 72/CS		0.00	820.28	
013711	INDEPENDENT ORDER OF ODD FELLOWS		09/21/2023	Regular	0.00	2,826.22	335320
OCTOBER 2023	Invoice	09/21/2023	RENT AT 866 E. MAIN ST. FOR PW OFFICES		0.00	2,826.22	
010580	INTERFACE CHILDREN FAMILY SVCS		09/21/2023	Regular	0.00	5,400.00	335321
6127	Invoice	09/21/2023	2-1-1 SERVICES - ANNUAL		0.00	5,400.00	
015717	INTERNATIONAL ENVIRONMENTAL CORPORAT		09/21/2023	Regular	0.00	4,550.00	335322
8341	Invoice	09/21/2023	JACARANDA CROUWN RAISE CANOPY		0.00	4,200.00	
8342	Invoice	09/21/2023	CRAPMYRTLE REMOVE EXISTING TREE AN		0.00	350.00	
015347	J.W. ENTERPRISES		09/21/2023	Regular	0.00	663.81	335323
368053	Invoice	09/21/2023	DAMAGE WAIVER PER 8 DAY BILLING CYC		0.00	663.81	
011598	JHD PLANNING LLC		09/21/2023	Regular	0.00	13,350.00	335324
5 2023	Invoice	09/21/2023	2021 HOUSING ELEMENT UPDATE		0.00	6,600.00	
7 2023	Invoice	09/21/2023	2021 HOUSING ELEMENT UPDATE		0.00	6,750.00	
016279	JIM GILL FLOORING INC		09/21/2023	Regular	0.00	120.00	335325
5308	Invoice	09/21/2023	FURNISH 32 FEET OF 6 INCH ROPPE RUBB		0.00	120.00	
014735	JOHNSON CONTROLS SECURITY SOLUTIONS		09/21/2023	Regular	0.00	140.62	335326
39101801	Invoice	09/21/2023	SERVICE CALL FOR 890061979		0.00	140.62	
012750	JORDANO'S INC. AND SUBSIDIARIES		09/21/2023	Regular	0.00	6,411.03	335327
6777570	Invoice	09/21/2023	23728 CXONTAINER FOIL 3 COMP OBLON		0.00	662.63	
6792504	Invoice	09/21/2023	ROLL DINNER WHOLE GRAIN		0.00	1,101.70	
6801636	Invoice	09/21/2023	CONTAINER FOIL 3 COMP OBLONG COMB		0.00	787.41	
6812208	Invoice	09/21/2023	CONTAINER FOIL 3 COMP OBLONG COMB		0.00	864.10	
6827516	Invoice	09/21/2023	FOR MORE INFORMATION GO TO		0.00	1,322.39	
6827517	Invoice	09/21/2023	23728 CONTAINER 3 COMP OBLONG COM		0.00	1,011.96	
6879983	Invoice	09/21/2023	23728 CONTAINER FOIL 3 COMP OBLONG		0.00	660.84	
010629	KIMBALL MIDWEST		09/21/2023	Regular	0.00	329.08	335328

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
101415086	Invoice	09/21/2023	56 PC SUPER PRIM REFIL		0.00	329.08	
011807	LIVESCAN EXPRESS, INC.		09/21/2023	Regular	0.00	22.00	335329
6241	Invoice	09/21/2023	OKUN, LYNNE		0.00	22.00	
010061	LOWE'S		09/21/2023	Regular	0.00	334.32	335330
902086	Invoice	09/21/2023	LEV 84 INCH WHITE SCURVE VANE		0.00	145.28	
902087	Invoice	09/21/2023	LATTITUDE 1/2 GAOLLON CHAR		0.00	55.15	
960298	Invoice	09/21/2023	6 X 5 LEANSAFE STEP		0.00	133.89	
010071	M & M CARPET CLEANING		09/21/2023	Regular	0.00	135.00	335331
13853	Invoice	09/21/2023	CARPET 1 ROOM		0.00	135.00	
015633	M6 CONSULTING, INC.		09/21/2023	Regular	0.00	33,182.93	335332
2690-C	Invoice	09/21/2023	DISASTER RECOVERY SERVICES - DR4683		0.00	14,454.60	
2787-C	Invoice	09/21/2023	DISASTER RECOVERY SERVICES-DR4683		0.00	6,003.88	
2788-C	Invoice	09/21/2023	Disaster Recovery Services-DR4683		0.00	7,030.00	
2848-C	Invoice	09/21/2023	ENCROACHMENT PERMIT SERVICES		0.00	5,694.45	
015987	MAINTSTAR, INC.		09/21/2023	Regular	0.00	24,000.00	335333
3136	Invoice	09/21/2023	ANNUAL HOSTING, LICENSING AND SUPP		0.00	24,000.00	
015442	MARIPOSA LANDSCAPES, INC.		09/21/2023	Regular	0.00	10,021.77	335334
103657	Invoice	09/21/2023	MONTHLY BASE CHARGES JULY 2023		0.00	4,868.47	
103746	Invoice	09/21/2023	HARDING PARK TOM MOORE INFIELD RE		0.00	2,388.30	
103747	Invoice	09/21/2023	IRRIGATION REPAIRS AT OBREGON AND H		0.00	670.00	
103748	Invoice	09/21/2023	TRACE AND LOCATE VALE #5 REPAIR		0.00	695.00	
103749	Invoice	09/21/2023	HARDING PARK EXTRA WORK JULY 2023		0.00	1,400.00	
015602	MATA, IVAN		09/21/2023	Regular	0.00	200.00	335335
1608	Invoice	09/21/2023	STRIP/WAX FLOORS CITY HALL/FINANCE		0.00	200.00	
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC		09/21/2023	Regular	0.00	6,500.00	335336
109-2023-009	Invoice	09/21/2023	AMEND NO.2 PSA FOR LEGISLATIVE ADVO		0.00	6,500.00	
014436	MINER'S ACE HARDWARE		09/21/2023	Regular	0.00	3,529.05	335337
31219	Invoice	09/21/2023	PLASTIC PAIL 2G ACE WHTE		0.00	63.37	
31228	Invoice	09/21/2023	JTAPE MEASURE FATMAX 16		0.00	69.24	
31314	Invoice	09/21/2023	GOOF OFF SPRAY VOC 12 OZ		0.00	23.10	
31320	Invoice	09/21/2023	SANDSPONGE MED WEDGE ACE		0.00	24.43	
31321	Invoice	09/21/2023	CABLE TIES 8 INCH 50# BLACK		0.00	22.70	
31366	Invoice	09/21/2023	FASTENERS		0.00	3.25	
31423	Invoice	09/21/2023	LADDER FIBERGLASS 121A		0.00	277.11	
31444	Invoice	09/21/2023	CARTON TAPE		0.00	22.70	
31445	Invoice	09/21/2023	ACE GLOVES LEATHER L		0.00	75.73	
31453	Invoice	09/21/2023	XL FH PHIL WS 10 X 2 5		0.00	7.57	
31460	Invoice	09/21/2023	DOOR STOPS 5 INCH CHROME		0.00	16.22	
31461	Invoice	09/21/2023	LIQUID ANT BAIT 6PK		0.00	29.20	
31473	Invoice	09/21/2023	PUNCH CENTER #77 GENERAL		0.00	12.98	
31503	Invoice	09/21/2023	FLAT HR PLAIN		0.00	60.58	
31521	Invoice	09/21/2023	FENDER WASHER		0.00	46.53	
31554	Invoice	09/21/2023	ADAPTR SCH 40 1.5 SL 1.5MPT		0.00	16.42	
31570	Invoice	09/21/2023	ACEHOBBY HACKSAW		0.00	56.17	
31598	Invoice	09/21/2023	DIMMER SLIDE SNGLE POL IV		0.00	20.11	
31613	Invoice	09/21/2023	CUT 3 DIPPED GLOVES		0.00	40.63	
31629	Invoice	09/21/2023	NESTLE PURE LIFE		0.00	65.04	
31649	Invoice	09/21/2023	BUNGEE MINI CARBNR 12PK		0.00	191.53	
31658	Invoice	09/21/2023	ACE JOINT TAPE		0.00	29.52	
31669	Invoice	09/21/2023	MAG 2 INCH COMBO SHKL		0.00	25.97	
31685	Invoice	09/21/2023	LED PL 12 GX23 CW 13W		0.00	34.62	
31691	Invoice	09/21/2023	FASTENERS		0.00	56.19	
31707	Invoice	09/21/2023	PATCH AND SOCKET SET		0.00	281.44	
31708	Invoice	09/21/2023	WIRE BRUSH MINI SS 3PK		0.00	7.77	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
31796	Invoice	09/21/2023	WRENCH 8 INCH ADJUSTABLE		0.00	28.13	
31807	Invoice	09/21/2023	HS CLMP SS		0.00	11.66	
31889	Invoice	09/21/2023	BATTERY ALKALINE D 8PK		0.00	139.60	
31890	Invoice	09/21/2023	M12 BATTERY AND CHARGER		0.00	378.85	
31894	Invoice	09/21/2023	TUBING CUTTER GRAYU 1 INCH		0.00	35.70	
31934	Invoice	09/21/2023	M18 FUEL 2K DRILL IMPACK		0.00	540.16	
31963	Invoice	09/21/2023	M18 FUEL HT IMPWRN 1/2TO		0.00	555.71	
31978	Invoice	09/21/2023	BATTERY ALKLN AAA 16PK		0.00	145.35	
32027	Invoice	09/21/2023	FASTENERS		0.00	1.28	
32042	Invoice	09/21/2023	1G BLANK COVER WHIT		0.00	11.01	
32067	Invoice	09/21/2023	DASTENERS		0.00	40.25	
32074	Invoice	09/21/2023	MLW SOCKET ADAPTR		0.00	61.23	
	Void		09/21/2023	Regular	0.00	0.00	335338
015907	MISSION SQUARE RETIREMENT		09/21/2023	Regular	0.00	375.00	335339
20230630-109-32	Invoice	09/21/2023	ANNUAL PLAN FEE FOR PERIOD 07/01/20		0.00	375.00	
010180	MUNICIPAL MANAGEMENT ASSISTANTS OF SO		09/21/2023	Regular	0.00	100.00	335340
8084	Invoice	09/21/2023	2023 SUMMER SESSION - FULL MEMBER		0.00	100.00	
016052	NATURAL GREEN LANDSCAPE, INC.		09/21/2023	Regular	0.00	8,425.00	335341
21859	Invoice	09/21/2023	LANDSCAP SERVICES FOR THE MONTH OF		0.00	5,450.00	
22234	Invoice	09/21/2023	SWERVICES REPLACED ONE BUBBLER ACR		0.00	125.00	
22243	Invoice	09/21/2023	STREET TREE TRIMMING PER ULISES		0.00	2,500.00	
22249	Invoice	09/21/2023	IRRIGATION SERVICES NATURAL GREEN IR		0.00	350.00	
010218	NEW IMAGE AUTO BODY		09/21/2023	Regular	0.00	429.11	335342
13275 3254	Invoice	09/21/2023	l inst panel finish panel		0.00	429.11	
015673	NEW YORK LIFE		09/21/2023	Regular	0.00	2,304.65	335343
09/11/2023 - 09/	Invoice	09/21/2023	POLICY 61371188 D. SINGER		0.00	2,304.65	
014375	NORRIS, ROBERT		09/21/2023	Regular	0.00	267.92	335344
52559	Invoice	09/21/2023	8.5 MEASURE T DECAL FOR VEHICLES		0.00	267.92	
012691	O'REILLY AUTOMOTIVE STORES, INC.		09/21/2023	Regular	0.00	1,332.47	335345
3129-448101	Invoice	09/21/2023	#224 - REPAIR KIT		0.00	54.11	
3129-493042	Invoice	09/21/2023	#422 8OZPAGOIL46		0.00	14.47	
3129-494040	Invoice	09/21/2023	#408 - 10.7 OZ STRTFD		0.00	26.81	
3129-494781	Invoice	09/21/2023	#470 - QT BRAKE FLUID		0.00	27.04	
3129-494788	Credit Memo	09/21/2023	#470 - MSTR CYL CAPG		0.00	-15.47	
3129-494924	Invoice	09/21/2023	#463 - CABIN FILTER		0.00	11.78	
3129-494931	Invoice	09/21/2023	#224 - STARTER		0.00	594.35	
3129-494965	Invoice	09/21/2023	#463 - NEW COMPRESS		0.00	386.05	
3129-494996	Credit Memo	09/21/2023	#224 -STARTER		0.00	-594.35	
3129-495082	Invoice	09/21/2023	#459 - ENERGIZER 2025		0.00	28.12	
3129-495088	Invoice	09/21/2023	#224 - STARTER		0.00	500.44	
3129-495280	Invoice	09/21/2023	#410 - OIL FILTER		0.00	30.28	
3129-495282	Invoice	09/21/2023	GL WIPER FLD SHOP SUPPLIES		0.00	85.47	
3129-495343	Invoice	09/21/2023	#490 RVR BUSHING		0.00	23.80	
3129-496315	Invoice	09/21/2023	#463 - GASKETS		0.00	10.15	
3129-496317	Invoice	09/21/2023	#490 - AC TEMP RELAY		0.00	7.23	
3129-496506	Invoice	09/21/2023	#911 - GALMORORTRT		0.00	64.94	
3129-496616	Invoice	09/21/2023	#293 - O2 SENSOR		0.00	57.59	
3129-496650	Invoice	09/21/2023	#460 - THERMOSTAT		0.00	11.79	
3129-496675	Credit Memo	09/21/2023	CORE RETURN		0.00	-97.43	
3129-496837	Invoice	09/21/2023	#293 OIL PRES SW		0.00	42.70	
3129-496896	Invoice	09/21/2023	#490 - RELAY		0.00	7.58	
3129-497937	Invoice	09/21/2023	#288 - OIL FILTER		0.00	5.73	
3129-498525	Invoice	09/21/2023	#296 CAPSULE		0.00	22.03	
3129-498739	Invoice	09/21/2023	#288 OIL FILTER		0.00	27.26	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
015335	PAVEMENT COATING CO.		09/21/2023	Regular	0.00	444.82	335346
CCusI002230	Invoice	09/21/2023	SS-1H 66.36 GL		0.00	355.86	
CCusI002238	Invoice	09/21/2023	SS-1H 16.59 GL		0.00	88.96	
014663	PHOENIX CIVIL ENGINEERING, INC.		09/21/2023	Regular	0.00	2,920.00	335347
22576	Invoice	09/21/2023	PSA FOR ELECTRICAL ENGINEERING SVCS		0.00	2,920.00	
015822	PREBBLE, RICHARD		09/21/2023	Regular	0.00	66.60	335348
PER DIEM 08/29/	Invoice	09/21/2023	COLT ARMORERS COURSE - SANTA BARBA		0.00	66.60	
014869	READYREFRESH BY NESTLE		09/21/2023	Regular	0.00	225.39	335349
03G0036339190	Invoice	09/21/2023	866 E MAIN ST 06/11/2023 - 07/10/2023		0.00	67.72	
03H0036339190	Invoice	09/21/2023	866 E MAIN ST 07/11/2023 - 08/10/2023		0.00	157.67	
010326	RED WING SHOE STORE		09/21/2023	Regular	0.00	1,245.82	335350
20230810021596	Invoice	09/21/2023	BOOTS FOR PARKS AND REC - MONTELON		0.00	750.00	
20230907021596	Invoice	09/21/2023	BOOTS WATER DEPT - GONZALEZ, SCOTT		0.00	495.82	
016299	RICO APPAREL		09/21/2023	Regular	0.00	1,248.82	335351
INV0145	Invoice	09/21/2023	REVERSIBLE BLK AND RED YOUTH SMALL		0.00	1,248.82	
010047	ROBERT HALF		09/21/2023	Regular	0.00	2,237.90	335352
62523749	Invoice	09/21/2023	V. RODRIGUEZ WK END DT 09/01/2023		0.00	1,091.21	
62535637	Invoice	09/21/2023	V. RODRIGUEZ WK END DT 09/08/2023		0.00	1,146.69	
015859	ROGERS, ANDERSON, MALODY & SCOTT, LLP		09/21/2023	Regular	0.00	12,000.00	335353
73385	Invoice	09/21/2023	Auditing Services for FY Ended June 30, 2		0.00	12,000.00	
010520	RP RENTALS		09/21/2023	Regular	0.00	126.81	335354
7191	Invoice	09/21/2023	POST DRIVER GAS 3.25		0.00	126.81	
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC		09/21/2023	Regular	0.00	12,500.00	335355
OCTOBER 2024	Invoice	09/21/2023	FY23/24 SERVICES		0.00	12,500.00	
010693	SANTA PAULA CLEANERS		09/21/2023	Regular	0.00	204.00	335356
06/16/2023 - 07/	Invoice	09/21/2023	DRY CLEANING SERVICES PROVIDED D 18		0.00	204.00	
014880	SE&J FABRICATIONS, INC.		09/21/2023	Regular	0.00	540.00	335357
1280	Invoice	09/21/2023	FABRICATED BRACKETS FOR BREAK ROOM		0.00	540.00	
013909	SITEONE LANDSCAPE SUPPLY, LLC		09/21/2023	Regular	0.00	648.10	335358
131239980-001	Invoice	09/21/2023	RAIN BIRD PEB INDUSTRIAL VALVE PLASTI		0.00	89.86	
132631387-001	Invoice	09/21/2023	HUNTER PGP ULTRA ADJUSTABLE ROTOR		0.00	58.99	
132686218-001	Invoice	09/21/2023	SCH 40 PVC RISER EXTENSION 3/4 INCH		0.00	95.02	
132874987-001	Invoice	09/21/2023	HUNTER I-40 ADJUSTABLE STAINLESS STEE		0.00	404.23	
010785	SMART & FINAL		09/21/2023	Regular	0.00	610.31	335359
0011 09/18/2023	Invoice	09/21/2023	FIRST STREET POPCORN YELLOW 25 LBS		0.00	48.27	
0126 08/14/2023	Invoice	09/21/2023	SENIOR LUNCHEON SUPPLIES		0.00	406.90	
0127 08/14/2023	Invoice	09/21/2023	FIRST STREET 8 7/8 FOAM C9OMPARTME		0.00	135.16	
0128 08/14/2023	Invoice	09/21/2023	SENIOR LUNCHEON SUPPLIES		0.00	19.98	
011524	SOLID WASTE SOLUTIONS		09/21/2023	Regular	0.00	1,616.75	335360
321	Invoice	09/21/2023	CONSULTING SERVICES		0.00	1,616.75	
010795	SOUTHERN CALIFORNIA EDISON		09/21/2023	Regular	0.00	82,979.58	335361
04/17/2023 - 06/	Invoice	09/21/2023	MONTHLY UTILITY CHARGES		0.00	35,193.23	
07/27/2023 - 08/	Invoice	09/21/2023	MONTHLY UTILITY CHARGES		0.00	47,786.35	
010799	SPARLING INSTRUMENTS, INC.		09/21/2023	Regular	0.00	570.84	335362
3048601	Invoice	09/21/2023	INTEGRAL DISPAY EP		0.00	570.84	
010804	SPENCER, PAUL F		09/21/2023	Regular	0.00	3,661.06	335363
OCTOBER 2023	Invoice	09/21/2023	OCTOBER 2023 ADPP PAYMENT		0.00	3,661.06	
015809	STANDARD SITE RENTALS INC.		09/21/2023	Regular	0.00	127.48	335364

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
4255	Invoice	09/21/2023	MONTHLY RENTAL FEE 180 S PALM AVE		0.00	127.48	
011144	STAPLES, INC.		09/21/2023	Regular	0.00	390.00	335365
3542942852	Invoice	09/21/2023	BAGASSE LEGAL PADS 5X8		0.00	10.88	
3543006292	Invoice	09/21/2023	RUBBERBAND #107 1 LB		0.00	379.12	
016177	STEIGER, JEFFREY S.		09/21/2023	Regular	0.00	4,000.00	335366
OCTOBER 2023	Invoice	09/21/2023	Mesa Tank - Temporary Construction Ease		0.00	4,000.00	
016288	TAFOYA, ANTHONY		09/21/2023	Regular	0.00	429.00	335367
20502	Invoice	09/21/2023	STYLE PTS20M RICHARDSON MESH BACK		0.00	429.00	
016139	TARCO INDUSTRIES INC.		09/21/2023	Regular	0.00	1,839.47	335368
90402	Invoice	09/21/2023	50 FOOT RETRACTABLE AIR HOSE		0.00	1,451.67	
90410	Invoice	09/21/2023	29 PC TARCO TOUGH BLACK AND GOLD D		0.00	387.80	
015728	THE COUNSELING TEAM INTERNATIONAL		09/21/2023	Regular	0.00	4,000.00	335369
87600	Invoice	09/21/2023	EMPLOYEE SUPPORT SERVICES JULY 2023		0.00	2,000.00	
87831	Invoice	09/21/2023	EMPLOYEE SUPPORT SERVICES AUGUST 2		0.00	2,000.00	
011891	ULINE SHIPPING SUPPLIES		09/21/2023	Regular	0.00	160.94	335370
166027989	Invoice	09/21/2023	SCRAPER ENTRY MAT		0.00	160.94	
010883	U-RENT INC		09/21/2023	Regular	0.00	199.63	335371
783656-5	Invoice	09/21/2023	PROPANE SALES		0.00	199.63	
010903	USA BLUE BOOK		09/21/2023	Regular	0.00	6,989.50	335372
INV00124355	Invoice	09/21/2023	RIDGID 18 INCH OFFSET ALUMINUM PIPE		0.00	1,303.55	
INV00124448	Invoice	09/21/2023	RIDGID 18 INCH OFFSET ALUMINUM PIPE		0.00	1,191.25	
INV00125128	Invoice	09/21/2023	IRWIN FAST RELEASE LOCKING PLIERS		0.00	1,472.50	
INV00125136	Invoice	09/21/2023	ONE HAND WRENCH		0.00	1,386.81	
INV00129187	Invoice	09/21/2023	SET SCREW EXTRACTOR 10 PC		0.00	215.37	
INV00129194	Invoice	09/21/2023	SET SCREW EXTRACTOR		0.00	430.72	
INV00129835	Invoice	09/21/2023	WRIGHT GRIP FLAT STEM		0.00	515.59	
INV00130100	Invoice	09/21/2023	WRIGHT GRIP WRENCH		0.00	374.17	
INV00133293	Invoice	09/21/2023	RIDGID 24 INCH CAST IRON PIPE		0.00	99.54	
013736	V.C.T.C.		09/21/2023	Regular	0.00	337.00	335373
AUGUST 2023	Invoice	09/21/2023	AUGUST 2023 BUS SALES		0.00	337.00	
015186	VENTURA COUNTY AUTO SUPPLY, INC.		09/21/2023	Regular	0.00	525.51	335374
1016-058274	Invoice	09/21/2023	#264 - SEALED STT LAMP		0.00	47.71	
981369	Invoice	09/21/2023	#423 - PADSET		0.00	347.83	
981370	Invoice	09/21/2023	#470 BRK FLD DOT 4-32OZ		0.00	19.64	
981371	Invoice	09/21/2023	BOXED MINIATURES, PAG 46 REFRIGERAN		0.00	110.33	
011539	VERIZON WIRELESS		09/21/2023	Regular	0.00	3,170.19	335375
9942573330	Invoice	09/21/2023	MONTHLY CHARGES 07/22/2023 - 08/21/		0.00	3,170.19	
013539	WAGE WORKS, INC.		09/21/2023	Regular	0.00	226.20	335376
INV5439569	Invoice	09/21/2023	HC, HCDC FSA ADMIN MONTHLY FEES FY		0.00	113.10	
INV5549900	Invoice	09/21/2023	HC, HCDC FSA ADMIN MONTHLY FEES FY		0.00	113.10	
013344	WEST COAST AIR CONDITIONING		09/21/2023	Regular	0.00	395.00	335377
S134411	Invoice	09/21/2023	LABOR, TRUCK CHARGE		0.00	395.00	
016304	ALL TRAFFIC SOLUTIONS, INC.		09/26/2023	Regular	0.00	18,842.11	335378
SIN038173	Invoice	09/26/2023	RADAR/MESSAGE BOARD TRAILER		0.00	18,842.11	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
015506	PAYMENTUS GROUP, INC.		09/22/2023	Bank Draft	0.00	10,823.00	992109
INV-15-139519	Invoice	09/22/2023	TRANSACTION FEES FOR AUGUST 2023		0.00	10,823.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	518	181	0.00	1,458,876.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-36,304.23
Bank Drafts	1	1	0.00	10,823.00
EFT's	0	0	0.00	0.00
	519	**186**	**0.00**	**1,433,395.48**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: PY-PAYROLL							
011688	CALIFORNIA STATE DISBURSEMENT UNIT		09/05/2023	Regular	0.00	403.72	335170
INV0016655	Invoice	09/01/2023	G82 200000000935917		0.00	60.00	
INV0016711	Invoice	09/01/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0016712	Invoice	09/01/2023	G86 - 200000002339903		0.00	218.65	
010553	ICMA RETIREMENT TRUST-457		09/05/2023	Regular	0.00	10,934.24	335171
INV0016649	Invoice	09/01/2023	DCI		0.00	5,927.86	
INV0016657	Invoice	09/01/2023	DCI		0.00	2,500.00	
INV0016658	Invoice	09/01/2023	DCI		0.00	329.38	
INV0016705	Invoice	09/01/2023	DCI		0.00	2,177.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		09/05/2023	Regular	0.00	1,644.40	335172
INV0016672	Invoice	09/01/2023	PTR - PART TIME RETIREMENT		0.00	1,644.40	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		09/05/2023	Regular	0.00	1,920.00	335173
INV0016639	Invoice	09/01/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0016696	Invoice	09/01/2023	AP-ASSOCIATION DUES		0.00	1,860.00	
010291	SEIU LOCAL 721		09/05/2023	Regular	0.00	486.35	335174
INV0016637	Invoice	09/01/2023	SEIU 998		0.00	69.00	
INV0016638	Invoice	09/01/2023	SEIU 998 - VOTING MEMBERS		0.00	368.50	
INV0016644	Invoice	09/01/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		09/05/2023	Regular	0.00	12.00	335175
INV0016690	Invoice	09/01/2023	UW - UNITED WAY		0.00	9.00	
INV0016735	Invoice	09/01/2023	UW - UNITED WAY		0.00	3.00	
010331	RELIANCE STANDARD LIFE INSURANCE		09/11/2023	Regular	0.00	4,990.37	335239
INV0016417	Invoice	08/04/2023	AD&D		0.00	104.65	
INV0016437	Invoice	08/04/2023	GROUP LIFE GL164671		0.00	418.60	
INV0016440	Invoice	08/04/2023	POLICY: VAR203005 LTD		0.00	7.50	
INV0016441	Invoice	08/04/2023	LTD111646		0.00	1,007.11	
INV0016476	Invoice	08/04/2023	AD&D		0.00	56.00	
INV0016495	Invoice	08/04/2023	GROUP LIFE GL164671		0.00	224.00	
INV0016496	Invoice	08/04/2023	POLICY: VAR203005 LTD		0.00	18.75	
INV0016497	Invoice	08/04/2023	LTD111646		0.00	737.43	
INV0016521	Invoice	08/18/2023	AD&D		0.00	104.65	
INV0016541	Invoice	08/18/2023	GROUP LIFE GL164671		0.00	418.60	
INV0016544	Invoice	08/18/2023	POLICY: VAR203005 LTD		0.00	7.50	
INV0016545	Invoice	08/18/2023	LTD111646		0.00	907.24	
INV0016580	Invoice	08/18/2023	AD&D		0.00	56.00	
INV0016599	Invoice	08/18/2023	GROUP LIFE GL164671		0.00	224.00	
INV0016600	Invoice	08/18/2023	POLICY: VAR203005 LTD		0.00	18.75	
INV0016601	Invoice	08/18/2023	LTD111646		0.00	679.63	
RELIANCE AD&D	Credit Memo	08/31/2023	RELIANCE AD&D ROUNDING ADJ SEPT CO		0.00	-0.04	
011103	COLONIAL LIFE & ACCIDENT		09/11/2023	Regular	0.00	2,267.16	335240
COLONIAL ROUN	Credit Memo	08/31/2023	COLONIAL ROUNDING ADJ AUG COV 2023		0.00	-0.06	
INV0016423	Invoice	08/04/2023	Colonial Life Ins.		0.00	370.40	
INV0016424	Invoice	08/04/2023	Colonial Life Insurance		0.00	413.16	
INV0016480	Invoice	08/04/2023	Colonial Life Ins.		0.00	122.60	
INV0016481	Invoice	08/04/2023	Colonial Life Insurance		0.00	227.45	
INV0016527	Invoice	08/18/2023	Colonial Life Ins.		0.00	370.40	
INV0016528	Invoice	08/18/2023	Colonial Life Insurance		0.00	413.16	
INV0016584	Invoice	08/18/2023	Colonial Life Ins.		0.00	122.60	
INV0016585	Invoice	08/18/2023	Colonial Life Insurance		0.00	227.45	
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY		09/11/2023	Regular	0.00	682.75	335241
EYE MED RETIREE	Invoice	08/31/2023	EYE MED RETIREE ADJS SEPT 2023		0.00	79.47	
EYE MED ROUND	Credit Memo	08/31/2023	EYE MED ROUNDING ADJ SEPT 2023		0.00	-0.26	
INV0016432	Invoice	08/04/2023	EMC		0.00	21.99	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0016433	Invoice	08/04/2023	EME		0.00	49.92	
INV0016434	Invoice	08/04/2023	EMF		0.00	75.04	
INV0016435	Invoice	08/04/2023	EMS		0.00	44.88	
INV0016488	Invoice	08/04/2023	EMC		0.00	14.66	
INV0016489	Invoice	08/04/2023	EME		0.00	33.28	
INV0016490	Invoice	08/04/2023	EMF		0.00	42.88	
INV0016491	Invoice	08/04/2023	EMS		0.00	14.96	
INV0016536	Invoice	08/18/2023	EMC		0.00	21.99	
INV0016537	Invoice	08/18/2023	EME		0.00	58.24	
INV0016538	Invoice	08/18/2023	EMF		0.00	75.04	
INV0016539	Invoice	08/18/2023	EMS		0.00	44.88	
INV0016592	Invoice	08/18/2023	EMC		0.00	14.66	
INV0016593	Invoice	08/18/2023	EME		0.00	33.28	
INV0016594	Invoice	08/18/2023	EMF		0.00	42.88	
INV0016595	Invoice	08/18/2023	EMS		0.00	14.96	
010371	METLIFE SBC		09/11/2023	Regular	0.00	288.32	335242
ANDRES RICO AD	Invoice	08/31/2023	ANDRES RICO ADJ FOR AUGUST 2023		0.00	36.04	
ANDRES RICO AD	Invoice	08/31/2023	ANDRES RICO ADJ FOR JULY COV		0.00	36.04	
INV0016431	Invoice	08/04/2023	GROUP ID #97127420		0.00	72.08	
INV0016487	Invoice	08/04/2023	GROUP ID #97127420		0.00	36.04	
INV0016535	Invoice	08/18/2023	GROUP ID #97127420		0.00	72.08	
INV0016591	Invoice	08/18/2023	GROUP ID #97127420		0.00	36.04	
014422	RELIANCE STANDARD LIFE INSURANCE		09/11/2023	Regular	0.00	4,837.32	335243
INV0016426	Invoice	08/04/2023	D1F - RELIANCE DENTAL		0.00	582.00	
INV0016427	Invoice	08/04/2023	D1S - RELIANCE DENTAL		0.00	266.64	
INV0016428	Invoice	08/04/2023	D2F RELIANCE DENTAL		0.00	214.50	
INV0016429	Invoice	08/04/2023	D2S RELIANCE DENTAL		0.00	16.52	
INV0016482	Invoice	08/04/2023	D1F - RELIANCE DENTAL		0.00	582.00	
INV0016483	Invoice	08/04/2023	D1S - RELIANCE DENTAL		0.00	145.44	
INV0016484	Invoice	08/04/2023	D2F RELIANCE DENTAL		0.00	85.80	
INV0016485	Invoice	08/04/2023	D2S RELIANCE DENTAL		0.00	66.08	
INV0016530	Invoice	08/18/2023	D1F - RELIANCE DENTAL		0.00	582.00	
INV0016531	Invoice	08/18/2023	D1S - RELIANCE DENTAL		0.00	315.12	
INV0016532	Invoice	08/18/2023	D2F RELIANCE DENTAL		0.00	214.50	
INV0016533	Invoice	08/18/2023	D2S RELIANCE DENTAL		0.00	16.52	
INV0016586	Invoice	08/18/2023	D1F - RELIANCE DENTAL		0.00	582.00	
INV0016587	Invoice	08/18/2023	D1S - RELIANCE DENTAL		0.00	193.92	
INV0016588	Invoice	08/18/2023	D2F RELIANCE DENTAL		0.00	85.80	
INV0016589	Invoice	08/18/2023	D2S RELIANCE DENTAL		0.00	66.08	
RETIREE ADJS SEP	Invoice	08/31/2023	RETIREE ADJS SEPT COV 2023		0.00	678.64	
ROUNDING ADJ S	Credit Memo	08/31/2023	ROUNDING ADJ SEPT COV 2023		0.00	-1.60	
ULRICH, LUDA NO	Credit Memo	08/31/2023	ULRICH, LUDA NOT ON INVOICE YET		0.00	-48.48	
VARELA RETRO F	Invoice	08/31/2023	VARELA RETRO FROM JULY AND AUGUST		0.00	193.84	
010331	RELIANCE STANDARD LIFE INSURANCE		09/11/2023	Regular	0.00	635.90	335244
CITY MANAGER A	Invoice	08/31/2023	CITY MANAGER ADJ FOR SEPT COV		0.00	68.95	
INV0016442	Invoice	08/04/2023	POLICY: VG178907		0.00	107.34	
INV0016498	Invoice	08/04/2023	POLICY: VG178907		0.00	176.13	
INV0016546	Invoice	08/18/2023	POLICY: VG178907		0.00	107.34	
INV0016602	Invoice	08/18/2023	POLICY: VG178907		0.00	176.13	
ROUNDING ADJ F	Invoice	08/31/2023	ROUNDING ADJ FOR SEPT 2023		0.00	0.01	
011688	CALIFORNIA STATE DISBURSEMENT UNIT		09/18/2023	Regular	0.00	359.99	335249
INV0016758	Invoice	09/15/2023	G82 200000000935917		0.00	60.00	
INV0016814	Invoice	09/15/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0016815	Invoice	09/15/2023	G86 - 200000002339903		0.00	174.92	
010553	ICMA RETIREMENT TRUST-457		09/18/2023	Regular	0.00	10,934.24	335250
INV0016752	Invoice	09/15/2023	DCI		0.00	5,927.86	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0016760	Invoice	09/15/2023	DCI		0.00	2,500.00	
INV0016761	Invoice	09/15/2023	DCI		0.00	329.38	
INV0016808	Invoice	09/15/2023	DCI		0.00	2,177.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		09/18/2023	Regular	0.00	1,575.54	335251
INV0016775	Invoice	09/15/2023	PTR - PART TIME RETIREMENT		0.00	1,575.54	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		09/18/2023	Regular	0.00	1,920.00	335252
INV0016742	Invoice	09/15/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0016799	Invoice	09/15/2023	AP-ASSOCIATION DUES		0.00	1,860.00	
010291	SEIU LOCAL 721		09/18/2023	Regular	0.00	503.10	335253
INV0016740	Invoice	09/15/2023	SEIU 998		0.00	69.00	
INV0016741	Invoice	09/15/2023	SEIU 998 - VOTING MEMBERS		0.00	385.25	
INV0016747	Invoice	09/15/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		09/18/2023	Regular	0.00	12.00	335254
INV0016793	Invoice	09/15/2023	UW - UNITED WAY		0.00	9.00	
INV0016838	Invoice	09/15/2023	UW - UNITED WAY		0.00	3.00	
011688	CALIFORNIA STATE DISBURSEMENT UNIT		09/29/2023	Regular	0.00	359.99	335379
INV0016863	Invoice	09/29/2023	G82 200000000935917		0.00	60.00	
INV0016890	Invoice	09/29/2023	G69 - CASE #200000001704703		0.00	125.07	
INV0016891	Invoice	09/29/2023	G86 - 200000002339903		0.00	174.92	
010553	ICMA RETIREMENT TRUST-457		09/29/2023	Regular	0.00	10,182.15	335380
INV0016856	Invoice	09/29/2023	1% ICMA - EE/ER		0.00	2,930.06	
INV0016857	Invoice	09/29/2023	2% ICMA - EE/ER		0.00	3,597.16	
INV0016862	Invoice	09/29/2023	DCI		0.00	650.00	
INV0016864	Invoice	09/29/2023	ICMA EE/ER -MATCH		0.00	130.00	
INV0016865	Invoice	09/29/2023	DCI		0.00	329.38	
INV0016888	Invoice	09/29/2023	1% ICMA - EE/ER		0.00	2,355.55	
INV0016892	Invoice	09/29/2023	ICMA EE/ER -MATCH		0.00	190.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		09/29/2023	Regular	0.00	1,710.17	335381
INV0016866	Invoice	09/29/2023	PTR - PART TIME RETIREMENT		0.00	1,710.17	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		09/29/2023	Regular	0.00	1,920.00	335382
INV0016860	Invoice	09/29/2023	AP-ASSOCIATION DUES		0.00	60.00	
INV0016889	Invoice	09/29/2023	AP-ASSOCIATION DUES		0.00	1,860.00	
010291	SEIU LOCAL 721		09/29/2023	Regular	0.00	503.10	335383
INV0016858	Invoice	09/29/2023	SEIU 998		0.00	69.00	
INV0016859	Invoice	09/29/2023	SEIU 998 - VOTING MEMBERS		0.00	385.25	
INV0016861	Invoice	09/29/2023	COMMITTEE ON POLITICAL EDUC.		0.00	48.85	
010898	UNITED WAY OF VENTURA COUNTY		09/29/2023	Regular	0.00	12.00	335384
INV0016883	Invoice	09/29/2023	UW - UNITED WAY		0.00	9.00	
INV0016904	Invoice	09/29/2023	UW - UNITED WAY		0.00	3.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		09/06/2023	Bank Draft	0.00	68,193.93	992094
INV0016674	Invoice	09/01/2023	R24		0.00	1,300.71	
INV0016675	Invoice	09/01/2023	R24		0.00	2,317.13	
INV0016676	Invoice	09/01/2023	R27		0.00	908.74	
INV0016677	Invoice	09/01/2023	R27ER		0.00	1,618.87	
INV0016678	Invoice	09/01/2023	R54		0.00	170.71	
INV0016679	Invoice	09/01/2023	R54		0.00	300.02	
INV0016680	Invoice	09/01/2023	R58		0.00	2,200.60	
INV0016681	Invoice	09/01/2023	R58		0.00	3,867.58	
INV0016682	Invoice	09/01/2023	R62		0.00	9,377.51	
INV0016683	Invoice	09/01/2023	R62		0.00	9,304.85	
INV0016684	Invoice	09/01/2023	R72		0.00	902.33	
INV0016685	Invoice	09/01/2023	R72		0.00	888.55	
INV0016686	Invoice	09/01/2023	RP7		0.00	205.39	
INV0016687	Invoice	09/01/2023	RP7		0.00	365.89	
INV0016688	Invoice	09/01/2023	SB		0.00	59.52	
INV0016689	Invoice	09/01/2023	SCP		0.00	102.40	
INV0016724	Invoice	09/01/2023	R21		0.00	168.26	
INV0016725	Invoice	09/01/2023	R21		0.00	299.74	
INV0016726	Invoice	09/01/2023	R30		0.00	2,438.00	
INV0016727	Invoice	09/01/2023	R30		0.00	6,948.29	
INV0016728	Invoice	09/01/2023	R59		0.00	1,095.92	
INV0016729	Invoice	09/01/2023	R59		0.00	3,123.39	
INV0016730	Invoice	09/01/2023	R63		0.00	548.01	
INV0016731	Invoice	09/01/2023	R63		0.00	543.07	
INV0016732	Invoice	09/01/2023	R72		0.00	9,628.83	
INV0016733	Invoice	09/01/2023	R72		0.00	9,480.66	
INV0016734	Invoice	09/01/2023	SB		0.00	28.83	
ROUNDING ADJ P	Invoice	09/01/2023	ROUNDING ADJ PR#17 09.01.23		0.00	0.13	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		09/06/2023	Bank Draft	0.00	2,100.00	992095
PERS GASB 68 20	Invoice	09/06/2023	PERS GASB 68 2023		0.00	2,100.00	
010420	INTERNAL REVENUE SERVICE		09/06/2023	Bank Draft	0.00	53,244.92	992096
INV0016692	Invoice	09/01/2023	FEDERAL TAX		0.00	21,347.69	
INV0016694	Invoice	09/01/2023	MEDICARE		0.00	7,047.88	
INV0016737	Invoice	09/01/2023	FEDERAL TAX		0.00	20,417.03	
INV0016738	Invoice	09/01/2023	MEDICARE		0.00	4,432.32	
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE		09/06/2023	Bank Draft	0.00	16,090.46	992097
INV0016691	Invoice	09/01/2023	STATE TAX		0.00	7,791.09	
INV0016736	Invoice	09/01/2023	STATE TAX		0.00	8,299.37	
014872	STATE OF CALIFORNIA EDD - SDI		09/06/2023	Bank Draft	0.00	1,106.45	992098
INV0016693	Invoice	09/01/2023	SDI		0.00	1,106.45	
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'		09/08/2023	Bank Draft	0.00	66,564.92	992099
ACTIVE MEMBER	Invoice	08/31/2023	ACTIVE MEMBERS ADMIN FEE SEPT 2023		0.00	201.12	
CM0000387	Credit Memo	08/22/2023	PERS GOLD - COUPLE		0.00	-695.93	
CM0000388	Credit Memo	08/22/2023	PERS GOLD - COUPLE		0.00	-695.93	
CM0000389	Credit Memo	08/22/2023	PERS GOLD - COUPLE		0.00	-695.93	
CM0000390	Credit Memo	08/22/2023	PERS GOLD - COUPLE		0.00	-695.93	
INV0016421	Invoice	08/04/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016422	Invoice	08/04/2023	BLUE SHIELD - SINGLE		0.00	380.36	
INV0016443	Invoice	08/04/2023	AFFORDABLE CARE ACT		0.00	347.97	
INV0016444	Invoice	08/04/2023	EMPLOYER #0251 DBL		0.00	842.61	
INV0016445	Invoice	08/04/2023	EMPLOYER #0251 FAMILY		0.00	1,095.40	
INV0016446	Invoice	08/04/2023	EMPLOYER #0251 SINGLE		0.00	421.31	
INV0016447	Invoice	08/04/2023	PERS GOLD - COUPLE		0.00	4,639.53	
INV0016448	Invoice	08/04/2023	PERS GOLD - FAMILY		0.00	904.71	
INV0016449	Invoice	08/04/2023	PERS GOLD - SINGLE		0.00	1,739.85	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0016450	Invoice	08/04/2023	EMPLOYER #0251		0.00	983.08	
INV0016451	Invoice	08/04/2023	EMPLOYER #0251		0.00	2,268.66	
INV0016452	Invoice	08/04/2023	PERS PLATINUM - COUPLE		0.00	2,029.60	
INV0016454	Invoice	08/04/2023	PERS PLATINUM - SINGLE		0.00	159.43	
INV0016478	Invoice	08/04/2023	ANTHEM SELECT FAMILY		0.00	2,949.25	
INV0016479	Invoice	08/04/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016499	Invoice	08/04/2023	EMPLOYER #0251 SINGLE		0.00	369.15	
INV0016500	Invoice	08/04/2023	PERS GOLD - COUPLE		0.00	2,087.79	
INV0016501	Invoice	08/04/2023	PERS GOLD - SINGLE		0.00	1,043.91	
INV0016502	Invoice	08/04/2023	EMPLOYER #0251		0.00	756.21	
INV0016503	Invoice	08/04/2023	EMPLOYER #0251		0.00	3,930.27	
INV0016504	Invoice	08/04/2023	EMPLOYER #0251		0.00	1,512.44	
INV0016505	Invoice	08/04/2023	PERS PLATINUM - FAMILY		0.00	1,319.24	
INV0016525	Invoice	08/18/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016526	Invoice	08/18/2023	BLUE SHIELD - SINGLE		0.00	380.36	
INV0016547	Invoice	08/18/2023	AFFORDABLE CARE ACT		0.00	347.97	
INV0016548	Invoice	08/18/2023	EMPLOYER #0251 DBL		0.00	842.61	
INV0016549	Invoice	08/18/2023	EMPLOYER #0251 FAMILY		0.00	1,095.40	
INV0016550	Invoice	08/18/2023	EMPLOYER #0251 SINGLE		0.00	421.31	
INV0016551	Invoice	08/18/2023	PERS GOLD - COUPLE		0.00	4,639.53	
INV0016552	Invoice	08/18/2023	PERS GOLD - FAMILY		0.00	904.71	
INV0016553	Invoice	08/18/2023	PERS GOLD - SINGLE		0.00	1,739.85	
INV0016554	Invoice	08/18/2023	EMPLOYER #0251		0.00	983.08	
INV0016555	Invoice	08/18/2023	EMPLOYER #0251		0.00	2,268.66	
INV0016556	Invoice	08/18/2023	PERS PLATINUM - COUPLE		0.00	2,029.60	
INV0016558	Invoice	08/18/2023	PERS PLATINUM - SINGLE		0.00	1,174.23	
INV0016582	Invoice	08/18/2023	ANTHEM SELECT FAMILY		0.00	2,949.25	
INV0016583	Invoice	08/18/2023	ANTHEM SELECT SINGLE		0.00	765.38	
INV0016603	Invoice	08/18/2023	EMPLOYER #0251 SINGLE		0.00	369.15	
INV0016604	Invoice	08/18/2023	PERS GOLD - COUPLE		0.00	2,087.79	
INV0016605	Invoice	08/18/2023	PERS GOLD - SINGLE		0.00	1,043.91	
INV0016606	Invoice	08/18/2023	EMPLOYER #0251		0.00	756.21	
INV0016607	Invoice	08/18/2023	EMPLOYER #0251		0.00	3,930.27	
INV0016608	Invoice	08/18/2023	EMPLOYER #0251		0.00	1,512.44	
INV0016609	Invoice	08/18/2023	PERS PLATINUM - FAMILY		0.00	1,319.24	
MARCO PEREZ CA	Invoice	08/31/2023	MARCO PEREZ CATCHUP		0.00	463.95	
MORALES, JOSEP	Invoice	08/31/2023	MORALES, JOSEPH CURRENT AND RETRO		0.00	1,530.74	
PERS ROUNDING	Credit Memo	08/31/2023	PERS ROUNDING ADJ		0.00	-0.30	
RETIREE ADJ SEPT	Invoice	08/31/2023	RETIREE ADJ SEPT COV 2023		0.00	3,473.00	
RETIREE ADMIN F	Invoice	08/31/2023	RETIREE ADMIN FEE SEPT 2023		0.00	42.27	
013539	WAGE WORKS, INC.		09/07/2023	Bank Draft	0.00	79.57	992100
WW INV#559325	Invoice	09/07/2023	WW INV#5593251		0.00	79.57	
010420	INTERNAL REVENUE SERVICE		09/20/2023	Bank Draft	0.00	50,141.57	992103
INV0016795	Invoice	09/15/2023	FEDERAL TAX		0.00	20,590.37	
INV0016797	Invoice	09/15/2023	MEDICARE		0.00	6,923.54	
INV0016840	Invoice	09/15/2023	FEDERAL TAX		0.00	18,430.84	
INV0016841	Invoice	09/15/2023	MEDICARE		0.00	4,196.82	
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE		09/20/2023	Bank Draft	0.00	15,092.31	992104
INV0016794	Invoice	09/15/2023	STATE TAX		0.00	7,365.42	
INV0016839	Invoice	09/15/2023	STATE TAX		0.00	7,726.89	
014872	STATE OF CALIFORNIA EDD - SDI		09/20/2023	Bank Draft	0.00	1,121.78	992105
INV0016796	Invoice	09/15/2023	SDI		0.00	1,121.78	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		09/20/2023	Bank Draft	0.00	66,220.35	992106
INV0016777	Invoice	09/15/2023	R24		0.00	1,243.93	
INV0016778	Invoice	09/15/2023	R24		0.00	2,215.97	
INV0016779	Invoice	09/15/2023	R27		0.00	1,042.79	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0016780	Invoice	09/15/2023	R27ER		0.00	1,857.68	
INV0016781	Invoice	09/15/2023	R54		0.00	170.71	
INV0016782	Invoice	09/15/2023	R54		0.00	300.02	
INV0016783	Invoice	09/15/2023	R58		0.00	2,200.60	
INV0016784	Invoice	09/15/2023	R58		0.00	3,867.58	
INV0016785	Invoice	09/15/2023	R62		0.00	9,115.45	
INV0016786	Invoice	09/15/2023	R62		0.00	9,033.09	
INV0016787	Invoice	09/15/2023	R72		0.00	902.33	
INV0016788	Invoice	09/15/2023	R72		0.00	888.55	
INV0016789	Invoice	09/15/2023	RP7		0.00	187.91	
INV0016790	Invoice	09/15/2023	RP7		0.00	334.76	
INV0016791	Invoice	09/15/2023	SB		0.00	59.52	
INV0016792	Invoice	09/15/2023	SCP		0.00	102.40	
INV0016827	Invoice	09/15/2023	R21		0.00	168.15	
INV0016828	Invoice	09/15/2023	R21		0.00	299.56	
INV0016829	Invoice	09/15/2023	R30		0.00	2,438.00	
INV0016830	Invoice	09/15/2023	R30		0.00	6,948.29	
INV0016831	Invoice	09/15/2023	R59		0.00	1,095.92	
INV0016832	Invoice	09/15/2023	R59		0.00	3,123.39	
INV0016833	Invoice	09/15/2023	R63		0.00	546.15	
INV0016834	Invoice	09/15/2023	R63		0.00	541.23	
INV0016835	Invoice	09/15/2023	R72		0.00	8,821.08	
INV0016836	Invoice	09/15/2023	R72		0.00	8,686.38	
INV0016837	Invoice	09/15/2023	SB		0.00	28.83	
ROUNDING ADJ P	Invoice	09/15/2023	ROUNDING ADJ PR#18 09.15.23		0.00	0.08	
013539	WAGE WORKS, INC.		09/13/2023	Bank Draft	0.00	176.11	992107
WW INV#562188	Invoice	09/13/2023	WW INV#5621888		0.00	176.11	
013539	WAGE WORKS, INC.		09/20/2023	Bank Draft	0.00	1,180.78	992108
WW INV#564619	Invoice	09/20/2023	WW INV#5646195		0.00	1,180.78	
013539	WAGE WORKS, INC.		09/27/2023	Bank Draft	0.00	106.15	992110
WW INV#566637	Invoice	09/27/2023	WW INV#5666377		0.00	106.15	

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	124	24	0.00	59,094.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	129	14	0.00	341,419.30
EFT's	0	0	0.00	0.00
	253	**38**	**0.00**	**400,514.11**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	642	205	0.00	1,517,971.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-36,304.23
Bank Drafts	130	15	0.00	352,242.30
EFT's	0	0	0.00	0.00
	772	**224**	**0.00**	**1,833,909.59**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2023	1,833,909.59
			1,833,909.59

Expense Approval Report

Payment Dates: 9/1/2023 - 9/30/2023

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	572,657.25
104 - GENERAL FUND-MEASURE T	87,855.94
115 - GENERAL RECREATION PRO	6,804.91
206 - STORMWATER PROGRAM	389,639.47
223 - PUBLIC MEETING FACILITIES	9,890.00
280 - STATE GAS TAX	93,640.52
281 - LOCAL TRANSPORTATION TDA	5,065.00
314 - OFF OF TRAFFIC SFTY(OTS)	19,477.24
405 - AAA (AREA AGCY ON AGING)	9,167.95
412 - AMERICAN RESCUE PLAN	73,502.43
500 - HILLSBOROUGH OPEN SPACE	400.00
503 - GHAD-GEO HAZ ABATE DIST	1,520.00
504 - HARVEST CFD EA1	750.00
610 - SEWER	63,212.36
620 - WATER	418,000.24
702 - EQUIPMENT MAINTENANCE	21,345.88
800 - MISC DEPOSITS	47,638.82
803 - HARDING PARK TRUST	13,460.98
Grand Total:	**1,834,028.99**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: INVESTMENT POLICY UPDATE

Date: October 18, 2023

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends the City Council approve the proposed Investment Policy updates to be in line with industry standards.

BACKGROUND:

On May 6, 2020, the City Council approved an investment policy in order to establish strategies, practices and procedures to be used in investing public funds in a prudent manner, which provided the maximum security while meeting daily cash flow needs and conforming to all statutes governing the investment of public funds. The policy also identified practices that enhanced opportunities for a prudent and systematic investment of public funds. The policy is intended to guide the investment of City funds toward the goals of safety, liquidity and yield.

ANALYSIS:

City staff, along with the City's investment advisory firm, Chandler Asset Management, has reviewed the investment policy and proposed changes to the following sections:

9.1.11 & 9.1.13 Corporate Medium-Term Notes: Update per SB 974 (2016) and commercial paper per SB 998 (2020)
9.2 Unauthorized Investments: Update per SB 1489 (2022) clarification on permitted investments
10.0 Investment Pools/Mutual Funds: Added some best practice language related to investment pools/mutual funds
17.0 Investment Reporting: Update per SB 1489 (2022) which changed the required reporting requirements from 30 days to 45 days.
Glossary: Update per SB 1489 (2022) clarifying definition of maturity date from trade date to settlement date.
Other: Miscellaneous punctuation/grammar.
Recommended edits to the policy are identified in red-line track-changes for ease of identification on the attached document.

STRATEGIC PLAN:

While this item is not a direct goal or objective in City Council's two-year strategic plan, it is important to maintain fiscal policies updated to remain in compliance with industry standards and within state and federal regulations.

FISCAL IMPACTS:

There are no direct fiscal impacts related to the recommended action. Staff believes the updated Investment policy will serve in its goal to best guide the investment of City funds toward the goals of safety, liquidity and yield.

OPTIONS:

Council may reject the Investment Policy changes and provide further direction to staff.

ATTACHMENTS:

Santa Paula Investment Policy_2022_REDLINE2023-02-01.pdf



Investment Policy

Approved ~~3~~10/~~16~~9/~~2022~~2023

For Fiscal Year ~~2021~~2023/~~2022~~ 2024 or Calendar Year ~~2022~~2023

Table of Contents

1.0 Purpose 3
2.0 Policy 3
3.0 Scope 3
3.1 Funds Included by this Policy 3
3.2 Pooling of Funds 4
3.3 Investments Held Separately 4
4.0 Prudence 4
5.0 Objectives 4
5.1 Safety 4
5.2 Liquidity 5
5.3 Yield (Return on Investment) 5
6.0 Delegation of Authority 5
7.0 Ethics and Conflicts of Interest 6
8.0 Authorized Financial Institutions and Broker/Dealers 6
8.1 Authorized Financial Institutions 6
8.2 Authorized Broker/Dealers 7
9.0 Authorized and Suitable Investments 7
9.1 Authorized Investment Types 7
9.2 Unauthorized Investments 12
10.0 Collateralization 12
11.0 Safekeeping and Custody 13
12.0 Diversification 13
13.0 Maximum Maturities 14
14.0 Internal Control 14
15.0 Performance Standards 15
16.0 Investment Reporting 15
17.0 Investment Policy Adoption 16
18.0 Exceptions 16
19.0 Glossary 17

1.0 Purpose

It is the purpose of the City's investment policy to establish strategies, practices and procedures to be used in investing public funds in a prudent manner, which will provide the maximum security while meeting daily cash flow needs and conforming to all statutes governing the investment of public funds.

Secondly, this document will identify policies that enhance opportunities for a prudent and systematic investment of public funds. This policy is intended to guide the investment of City funds toward the goals of safety, liquidity and yield.

2.0 Policy

It is the policy of the City of Santa Paula, hereafter referred to as the "City", to invest public funds not required for immediate day-to-day operations, also referred to as idle funds, in safe and liquid investments having acceptable rates of return while conforming to all state statutes and this City's Investment Policy.

California Government Code Section 53646 (a)(2) states that the City Treasurer may annually submit an investment policy to the City Council for consideration at a public meeting. This investment policy conforms to all pertinent existing laws of the State of California, including California Government Code Sections 53600 et seq. Any conflict between this City Investment Policy and California Government Code Section 53600 et. seq., shall be interpreted in favor of the California Government Code.

3.0 Scope

This investment policy applies to all financial assets and investment activities of the City. These funds are reflected in the City's audited Comprehensive Annual Financial Report (CAFR). If the City invests funds on behalf of another agency and, if that agency does not have its own policy, the City's investment policy shall govern the agency's investments. Any additional funds that may be created from time to time shall also be administered within the provisions of this policy and comply with the California State Government Code. This policy covers the investment activities of idle funds under the direct authority of the City.

3.1 Funds Included by this Policy

- General Fund
- Enterprise Funds
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Fiduciary Funds

3.2 Pooling of Funds

Except for cash in funds prohibited from pooling as described in Section 3.3, the City shall consolidate cash balances from all funds to maximize investment earnings. Investment income shall be allocated to various funds in accordance with generally accepted accounting principles.

3.3 Investments Held Separately

In some instances, investments cannot be included in the City's investment pool. These may include investments of bond proceeds. In such cases the funds will be held separately when required by law, contract or other authority.

4.0 Prudence

The City Treasurer is authorized to make investment decisions on behalf of the City investing public funds subject to the prudent investment standard. The Prudent Investor Standard of the California Government Code Section 53600.3 states, "when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the [City], that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the [City]". The standard of prudence to be used by investment officials shall be applied in the context of managing the overall portfolio.

Trustees are those persons authorized to make investment decisions on behalf of a local agency. Trustees or City investment officials, acting in accordance with written procedures, the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

5.0 Objectives

Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

5.1 Safety

Safety of principal is the foremost objective of the investment program. Investments by the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio and reduce both

credit and market risk. The type of investment instruments and diversification of investments are critical components to ensuring investment portfolio safety.

5.2 Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. Liquidity also refers to the ability to convert an investment to cash without loss of principal and minimal loss of interest.

5.3 Yield (Return on Investment)

The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in the Investment Policy and the cash flow characteristics of the portfolio. Return on investment becomes a consideration only after the basic requirements of safety and liquidity have been met.

The City Treasurer shall strive to maintain the level of investment of all idle funds as close to 100% as possible. While the objectives of safety and liquidity must first be met, it is recognized that investment assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to produce optimum revenues consistent with State statutes and local policies.

6.0 Delegation of Authority

Authority to manage the City's investment program is derived from the California Government Code Sections 53600 through 53609. The management of idle cash and the investment of funds identified in paragraph 3.1 is the responsibility of the City Treasurer (Treasurer). The Treasurer is an appointed position by the City Manager. Management responsibility for the investment program is hereby delegated to the Treasurer as directed by the City Council. Under this authority granted by the City Council, no person may engage in an investment transaction covered by the terms of this policy unless directed by the Treasurer.

In the execution of this delegated authority, the Treasurer may establish accounts with qualified financial institutions and brokers/dealers for the purpose of effecting investment transactions in accordance with this policy.

Transactions, including wiring instructions, must be identified in advance and approved in writing by the Treasurer or designee. All investment transactions in excess of $250,000 (except for deposits or withdrawals from the Local Agency Investment Fund, Ventura County Investment Pool or Other Pools) shall also require the signature of the City Manager or his/her designee.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. The City Council may renew the authority annually and may revoke the authority at any time.

7.0 Ethics and Conflicts of Interest

All participants in the City's investment process shall act responsibly as custodians of the public trust. Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair or create the appearance of an impairment of their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and shall seek and follow the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal, financial or investment positions that could represent potential conflicts of interest.

8.0 Authorized Financial Institutions and Broker/Dealers

Investments shall be purchased only through well-established, financially sound institutions. All financial institutions and broker/dealers who desire to become qualified vendors for investment transactions will be given a copy of the City's investment policy and certification form. The completion and submission of the certification form by a broker-dealer or financial institution shall constitute proof that it has received the City's Statement of Investment Policy, read it, and intends to comply with it. Qualified financial institutions and Broker/dealers must provide current audited financial statements and meet the applicable criteria established in Sections 8.1 or 8.2 of this policy.

8.1 Authorized Financial Institutions

The City shall only deposit public monies in financial institutions that have: (1) at least $500 million in total assets; (2) a core capital-to-total assets

ratio of at least five percent; (3) favorable ratings from a recognized financial institution rating service, as determined by the City Treasurer; (4) a federal or a state charter; or are eligible institutions per the California Government Code and (5) a branch office within Ventura County, and/or a 50 mile radius of the City.

Under no circumstances shall the City's deposits in a financial institution exceed the total shareholders' equity of that institution.

8.2 Authorized Broker/Dealers

The City will only utilize investment services of financial institutions and security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of California. These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform new capital rule).

All financial institutions and broker-dealers for investment transactions must supply the following to the City as appropriate:

- Current audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification,
- Proof of State of California registration
- Trading resolution
- Completed City of Santa Paula broker-dealer questionnaire, which contains a certification of having read, understood and agreeing to comply with the City's Investment Policy and depository contracts

9.0 Authorized and Suitable Investments

All investments and deposits of the City shall be made in accordance with California Government Code, Sections 16429.1, 53600-53609, and 53630-53686 et seq., and as further limited in this policy.

The City is empowered by statute to invest in the following types of securities:

9.1 Authorized Investment Types

9.1.1 California State Treasurer's Local Agency Investment Fund (LAIF) as authorized by Gov. Code Section 16429.1(b).

9.1.2 Ventura County Investment Pool — Ventura County Treasurer's Investment Pool as authorized by Gov. Code Section 53684.

9.1.3 Other Pools — Shares of beneficial interest issued by a joint powers authority organized in the State of California pursuant to Gov. Code Section 6509.7 that invests in the securities and obligations authorized in Gov. Code Section 53601 subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. Purchases are limited to those pools that seek to maintain a constant net asset value and are rated in the highest category by a nationally recognized statistical-rating organization (NRSRO). To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission; (2) the adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of [Gov. Code] section 53601; and (3) the adviser has assets under management in excess of five hundred million dollars ($500,000,000). Gov. Code § 6509.7(a).

9.1.4 U.S. Government — United States Treasury bills, notes, & bonds, or certificates of indebtedness, or those for which the full faith and credit of the United States Government are pledged for the payment of principal and interest.

9.1.5 U.S. Agencies — Federal agency or United States government senior debt- sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 30% of the portfolio may be invested in any single Agency/GSE issuer. The maximum percent of agency callable securities in the portfolio will be 20%.

9.1.6 State Municipal Securities — Registered treasury notes or bonds issued by any of the 50 United States, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any state. Securities eligible for investment under this paragraph shall be rated in the rating category of at least “AA” or “A-1” (for short-term securities), their respective equivalents, or higher by a NRSRO. A maximum of 30 percent of the City’s portfolio may be invested in State and local municipal securities.

9.1.7 California Local Agency Municipal Securities — Bonds, notes, warrants or other evidence of debt issued by a local agency or municipality located within the State of California, including debt securities issued by the City. Securities eligible for investment under this paragraph shall be rated in a rating categories at least "AA" or "A-1", their respective equivalents, or higher by a NRSRO. A maximum of 30 percent of the City's portfolio may be invested in State and local municipal securities.

9.1.8 Non-Negotiable Certificates of Deposit (CDs) — Non-negotiable deposits in a state or national bank, savings association or federal association, federal or state credit union in the State of California as authorized by CGC Section 53652. In accordance with CGC Section 53635.2, to be eligible to receive City deposits, a financial institution shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. CDs are required to be collateralized as specified under Gov. Code Section 53630 et seq. The Treasurer, at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. Deposits in excess of the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA) insured shall be secured pursuant to California Government Code Section 53651 and 53652. The City shall have a signed agreement with any depository accepting City funds per Gov. Code Section 53649. In accordance with CGC Section 53638, any deposit shall not exceed that total shareholder's equity of any depository bank, nor shall the deposit exceed the total net worth of any institution. A maximum of 20 percent of the City's portfolio may be invested in CDs.

9.1.9 Negotiable Certificates of Deposit – Negotiable CDs issued by a nationally or state chartered bank or a state or federal savings and loan association, a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Negotiable CDs issued with maturities in excess of one year must be rated in a rating category of "A", the equivalent or higher by a NRSRO. Negotiable CDs with maturities under one year must be rated in a rating category of "A-1," the equivalent, or higher by a NRSRO. Purchases of negotiable CDs may not exceed 30 percent (in combination with CDs purchased through a deposit placement service) of the City's portfolio.

9.1.10 Placement Service Deposits — The City may deposit a portion of its funds with commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of federally insured deposits. The selected depository for placement services must be: a nationally or state chartered commercial bank, savings bank, savings and loan association, or credit union in California. Further, the selected depository institution may submit the funds to a private sector entity that assists in the placement of certificates of deposit with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States, for the City's account. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall at all times be insured by the FDIC or the NCUA. The selected depository institution shall serve as a custodian for each certificate of deposit that is issued with the placement service for the City's account. Purchases of placement service deposits may not exceed 30 percent (in combination with negotiable CDs) of the City's portfolio.

9.1.11 Medium-Term Corporate Notes — Medium term notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States that are rated in the ~~a~~ rating category of "A~~A~~" or its equivalent or better by at least one NRSRO.~~, the equivalent or higher by a NRSRO and issued by an issuer rated at least "A" or the equivalent by an NRSRO.~~ Purchases of medium term notes may not exceed 30 percent of the City's portfolio.

Commented [AS1]: SB 974 (2016) clarified the rating category language for CP, MTNs, MPTs, and Supranationals.

9.1.12 Asset-Backed Security – Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment leaseback certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Eligible securities must be rated in a rating category, by a NRSRO, of "AA", the equivalent or higher. No more than 20 percent of the City's portfolio may be invested in this type of security.

9.1.13 Commercial Paper — Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2) below:

1. The entity meets the following criteria: (A) is organized and operating in the United States as a general corporation. (B) has total assets in excess of five hundred million dollars ($500,000,000). (C) has debt other than commercial paper, if any, that is rated in a rating category of "A", the equivalent or higher by a NRSRO.

2. The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company. (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (c) Has commercial paper that is rated in a rating category of "A-1" or the equivalent or higher by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. No more than 25 percent of the City's portfolio may be invested in eligible commercial paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the City's investment assets under management are greater than $100,000,000. The City may purchase no more than 10 percent of the outstanding commercial paper of any single issuer.

Commented [AS2]: SB 998 (2020) This is a provision that allowed larger programs to have a higher CP allocation. There is no impact for City of Santa Paula.

9.1.14 Bankers' Acceptances — Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Eligible bankers' acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by a NRSRO. Purchases of bankers' acceptances shall have a maximum maturity of 180 days or less, and no more than 40 percent of the City's portfolio.

9.1.15 Money Market and Mutual Funds — Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). Such funds must carry the highest rating of at least two of the three largest national rating agencies. All such investments shall be placed only in money market or mutual funds intended to maintain constant net asset value and that invest solely in U.S. Treasuries and Federal Agency obligations and repurchase agreements invested in such obligations. Investment in Money Market or Mutual Funds shall

not exceed 20% of the portfolio or more than 20 percent in any one fund.

9.1.16 Sweep account for the investment of overnight funds when the funds are swept into investments authorized by this policy.

9.1.17 Passbook accounts maintained solely to provide for ongoing operational needs shall be subject to the requirements of this policy.

9.1.18 Bonds, notes, or other forms of indebtedness issued by the City, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the City or by a department, board, agency, or authority of the local agency.

9.1.19 Supranationals: Issues are that are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 30% of the total portfolio may be invested in these securities. No more than 10% of the portfolio may be invested in any single issuer.

9.2 Unauthorized Investments

- Investments not specifically authorized herein are disallowed. Additionally, Section 53601.6 of the California Government Code disallows the following: inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Futures, options, all leveraged purchases, reverse repurchases, and speculations on interest rates are specifically not allowed by this policy. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. The purchase of securities with a forward settlement of longer than 45 days is prohibited.

.

Commented [AS3]: SB 1489 (2022) Clarifies permitted investments forward settlement period.

10.0 Investment Pools/Mutual Funds

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

Commented [AS4]: When mutual funds are a permitted investment, it is a best practice to include the language surrounding how they will be selected by the City.

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

~~10.0~~11.0 Collateralization

Investments in certificates of deposit, sweep accounts and passport accounts shall be fully insured up to the limit set by the Federal Deposit Insurance Corporation or National Credit Union Administration. Investments in certificates of deposit, sweep accounts and passport accounts in excess of the FDIC or NCUA limit shall be properly collateralized as required by law.

~~11.0~~12.0 Safekeeping and Custody

All security transactions entered by the City shall be conducted on a delivery-vs.-payment (DVP) basis. Securities owned by the City, (except the collateral for certificates of deposit in banks and/or savings and loans) shall be held by a third-party custodian/safekeeping account designated by the City Treasurer and evidenced by safekeeping receipts. Said securities shall be held in a manner that establishes the City's right of ownership. The only exception to the foregoing shall be depository accounts and security purchases made with: LAIF, time certificates of deposit and money market mutual funds held directly with issuing institution, since the purchased securities are not deliverable.

The third-party custodian/safekeeping account shall annually provide a copy of their most recent report of internal controls and provide periodic statements of the securities owned by the City listing the specific instrument, rate, maturity and other pertinent information.

~~12.0~~13.0 Diversification

The City recognizes that investment risks can result from the issuer defaults, market price changes, or various technical complications leading to temporary

liquidity. To minimize the City's exposure to these types of risk, the portfolio should be diversified among several types of institutions, instruments, and maturities. The Treasurer shall minimize default risk by prudently selecting only instruments and institutions, which at the time of placement have been evaluated for their financial viability and compliance with this policy. No individual transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

The portfolio instrument composition shall be diversified to the extent feasible to avoid incurring unreasonable and avoidable risks regarding specific security types indicated in Section 9 of this investment policy. No more than five percent (5%) of the value of the City's portfolio will be placed with any single issuer, except for the U.S. Treasury/Federal agency securities, authorized pools, mutual funds, Supranationals and collateralized investments.

~~13.0~~14.0 Maximum Maturities

To the extent possible, the Treasurer will attempt to match investments with anticipated cash flow requirements and investments shall have a maturity no more than five (5) years from the date of purchase.

For the purpose of these investments, the compliance with the investment percentage(s), in regards to the total investment portfolio, shall be calculated on the date the investment is acquired. If the percentage is legally compliant on the date of purchase, then compliance with the law shall have been met.

~~14.0~~15.0 Internal Control

The City Treasurer shall establish and maintain a system of appropriate internal controls to ensure compliance with policies and procedures. The controls should be designed to prevent losses of public funds arising from fraud, error, or imprudent actions by employees and officers of the City. The following procedures shall generally be followed:

- Proper documentation obtained from confirmation and cash disbursement wire transfers is required for each investment transaction.
- Timely bank reconciliation is conducted to ensure proper handling of all transactions
- The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Finance Department at a minimum on a quarterly basis.

~~15.0~~16.0 Performance Standards

15.1 Investment Strategy

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences. If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

- Any actions taken related to the downgrade by the investment manager will be communicated to the Treasurer in a timely manner.
- If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

The Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

15.2 Benchmark

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark. The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances. . The benchmarks and investment performance will be reviewed by the Treasurer and City Manager as market conditions warrant or when the benchmarks are not met for a consecutive one-year period.

~~16.0~~17.0 Investment Reporting

As suggested in California Government Code Section 53607, the investment report shall be submitted to the City Council on a quarterly basis by the Treasurer within 45 days of the end of the reporting period. The Treasurer shall review and render monthly and quarterly investment reports and include the following:

Commented [AS5]: SB 1489 (2022) ends required reporting from 30 days to 45 days.

- The monthly report shall include an accounting of all receipts, disbursements and fund balances.
- The quarterly report shall include an itemized listing of portfolio investments by type, date of maturity, yield to maturity, issuer, par value, dollar amount invested, book value and current market value if applicable. The source of the market values will be cited.
- The quarterly report will include a statement of compliance of the portfolio with the City's investment policy or an explanation as to why the portfolio is not in compliance per California Government Code Section 53646(b)(2).
- The quarterly report shall include a statement of compliance that the investment portfolio has the ability to meet the City's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available, per California Government Code Section 53646 (b)(3).

~~17.0~~18.0 Investment Policy Adoption

The City's investment policy shall be adopted by resolution by the City Council. The policy may be reviewed annually by the City Council and any modifications to the investment policy must be approved by the City Council.

~~18.0~~19.0 Exceptions

Occasionally, exceptions to some of the requirements specified in this investment policy may occur for pooled investments because of events subsequent to the purchase of investment instruments. State law is silent as to how exceptions should be corrected. Exceptions may be temporary or more lasting; they may be self-correcting or require specific action. If specific action is required, the Treasurer should determine the course of action that would correct exceptions to move the portfolio into compliance with State law and City policy. Disclosure of exceptions lasting more than 183 days shall be done in the quarterly investment report immediately following the 183 days. Decisions to correct exceptions should not expose the assets of the portfolio to undue risk and should not impair the meeting of financial obligations as they fall due. Any subsequent investments should not extend existing exceptions.

~~19.0~~20.0 Glossary

Asset-Backed Securities (ABS): Securities whose income payments and hence value is derived from and collateralized (or "backed") by a specified pool of underlying assets which are receivables. Pooling the assets into financial instruments allows them to be sold to general investors, a process called securitization, and allows the risk of investing in the underlying assets to be diversified because each security will represent a fraction of the total value of the diverse pool of underlying assets. The pools of underlying assets can comprise common payments credit cards, auto loans, mortgage loans, and other types of assets. Interest and principal is paid to investors from borrowers who are paying down their debt.

Banker's Acceptance: A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

Benchmark: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Bond Indenture (or Trust Indenture): Written agreement specifying the terms and conditions for issuing bonds, stating the form of the bond being offered for sale, interest to be paid, the maturity date, call provisions and protective covenants, if any, collateral pledged, the repayment schedule, and other terms. It describes the legal obligations of a bond issuer and the powers of the bond trustee, who has the responsibility for ensuring that interest payments are made to registered bondholders.

Broker-Dealer: A person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

Buy and Hold Strategy: Investments in which management has the positive intent and ability to hold each issue until maturity.

CALLABLE: A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

City Treasurer: The City Treasurer is appointed by the City Manager.

Collateralization: To secure a debt in part or in full by pledge of collateral, asset pledged as security to ensure payment or performance of an obligation. Also refers to securities pledged by a bank to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO: Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial Paper: The short-term unsecured debt of corporations.

Coupon: The rate of return at which interest is paid on a bond.

Credit Risk: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current Yield: The interest paid on an investment expressed as a percentage of the current price of the security.

Custody: Safekeeping services offered by a bank, financial institution or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Delivery versus Payment: A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or custodian. It ensures that securities are deposited in an eligible financial institution prior to the release of funds.

Disallowed Investments: Prohibited investments include any investments not specifically authorized within this policy, inverse floaters, range notes, interest-only strips that are derived from a pool of mortgages; futures, option, all leveraged purchases, reverse repurchases, and speculations on interest rates.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Duration: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a

number of years. Rising interest rates means falling bond prices, while declining interest rates mean rising bond prices.

Federal Agency Obligation: A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Deposit Insurance Corporation (FDIC): The federal agency that insures bank deposits up to $250,000 per deposit at participating banking institutions. To increase consumer confidence in the banking system, the previous $100,000 insurance limit was temporarily increased to $250,000 in 2008, extended to 2013, and then permanently increased on July 21, 2010 with the passage of the Wall Street Reform and Consumer Protection Act.

Federal Reserve System: The central bank of the United States which consists of a seven-member Board of Governors, 12 regional banks, and 5,700 commercial banks that are members.

Fiduciary Funds: Funds held in a trustee or agency capacity for outside parties.

Interest Rate: The annual yield earned on an investment, expressed as a percentage.

Liquidity: Refers to the ability to rapidly convert an investment into cash without a substantial loss of value.

Laddered Portfolio: Bond investment portfolio with securities in each maturity range (e.g. monthly) over a specified period (e.g. five years).

Leverage: Investing with borrowed money with the exception that the interest earned on the investment will exceed the interest paid on the borrowed money.

Local Agency Investment Fund (LAIF): A voluntary investment program offering participating agencies the opportunity to participate in a major portfolio which daily invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. Investment in LAIF, considered a short-term investment, is readily available for cash withdrawal daily.

Market Risk: Defined as market value fluctuations due to overall changes in the general level of interest rates. Adverse fluctuation possibilities shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, and eliminating the need to sell securities prior to maturity. Also, avoiding the purchase of long-term securities for the sole purpose of short-term speculation mitigates market risk.

Market Value: The price at which a security is trading and could presumably be purchased or sold on a specific date.

Maturity: The date the principal or stated value of an investment becomes due and payable. An investment's term or remaining maturity is measured from the settlement date to final maturity.

Commented [AS6]: SB 1489 (2022) Clarifies maturity measurement begins at settlement date rather than trade date.

Modified Duration: The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money Market Fund: A type of safe investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must maintain a stable net asset value (NAV) of $1 per share.

Mortgage Pass-Through Securities: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities: Securities issued by state and local agencies to finance capital and operating expenses.

Mutual Fund: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO).
A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

National Credit Union Administration (NCUA): An independent federal agency that insures deposits at federally insured credit unions, currently up to $250,000.

Negotiable Certificates of Deposit: Typically large-denomination Certificates of Deposit that can be transferred, bought, sold, or exchanged.

Nominee: Registered owner of a stock or bond if difference from the beneficial owner, who acts as holder of record for securities and other assets. Typically, this arrangement is done to facilitate the transfer of securities when it is inconvenient to obtain the signature of the real owner, or the actual owner may not wish to be identified. Nominee ownership simplifies the registration and transfer of securities.

Non-Negotiable Certificates of Deposit: Certificates of Deposit that cannot be transferred, bought, sold, or exchanged.

Pooled Investments: Grouping of resources for the advantage of the participants.

Principal: The original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prime Commercial Paper: Short-term IOU, or unsecured money market obligation, issued by prime rated commercial firms and financial companies, with maturities from 2 days up to 270 days. A promissory note of the issuer used to finance current obligations and is a negotiable instrument.

Principal: (1) The face amount of par value of a debt instrument. (2) One who acts as a dealer buying or selling for his own account.

Prudent Investor Standard: An investment standard that all investments should be made with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the ~~agency~~City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the ~~agency~~City.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

Secondary Market: A market is made for the purchase and sale of outstanding issues following the initial distribution.

Sweep Account: Short-term income fund into which all un-invested cash balances from the non-interest-bearing checking account are automatically transferred daily.

Supranational: A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Third-Party Custodian: Corporate agent, usually a commercial bank, who, acting as trustee, holds securities under a written agreement for a corporate client and buys and sells securities when instructed. Custody service includes securities safekeeping, and collection of dividends and interest. The bank acts only as a transfer agent and makes no buy-sell recommendations.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of from two to 10 years.

Trustee: (1) All governing bodies of local agencies or persons authorized (city investment officials) to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. (2) A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

Total Rate of Return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. Agencies: Federal agency securities and/or Government-sponsored enterprises.

U.S. Government Securities: Securities issued by the U.S. Government and its agencies which are either directly or indirectly backed by the full faith and credit of the United States. U.S. Government securities include Treasury Bills, Notes and Bonds. Agency securities include those issued by the Federal National Mortgage Association, Federal Home Loan Bank, and similar agencies.

Yield to Maturity: The rate of annual income return on an investment expressed as a percentage, adjusted for any discounts, and spread over the period from the date of purchase to the date of maturity.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: TRANSPORTATION DEVELOPMENT ACT, LOCAL TRANSPORTATIONFUND, APPORTIONMENT FOR FISCAL YEAR 2023/2024

Date: October 18, 2023

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7486 authorizing the submittal of claims for allocation of FY 23/24Transportation Development Act (TDA) funds.

BACKGROUND:

Each year the City must file a claim with Ventura County Transportation Commission for our share of Transportation Development Act (TDA) local transportation funds. This year the City's apportionment is $1,578,226. The attached resolution authorizes the City Manager or designee to file the necessary claims for these funds and also allocate the funds into two categories. Of the $1,578,226, $514,796.07 is allocated to pay Valley Express Transit for the public transportation system, including the Dial-A-Ride system; and the balance of TDA funds ($1,063,429.93) is revenue to the City and is used for local streets and roads. The 2023/24 Budget had estimated TDA article 8(a) revenue in the amount of $1,040,000 compared to the $1,063,429.93 allocated. Staff recommends amending the current budget to increase revenues by $23,429.93, as well as allocating an additional amount in expenditures for the Citywide Street Maintenance Repair Program in an equal amount.

ANALYSIS:

The Heritage Valley Transit cost for fiscal year 2023/24 is $658,200 less the prior year carryover of $143,403.93, for a total expense of $514,796.07. This amount is transferred directly from the County to the Ventura County Transportation Commission, as the operators of Valley Express. This is noted on the claim submissions Form A, line 19-22. No additional changes are needed at this time.

The two-year budget adopted in June utilized estimated figures for both revenues and expenses related to the Local Transportation Funds, based on the initial draft budget from the County. The final figures provided above include an increase revenue projection of $23,429.93 above what was budgeted for FY 23/24. As noted, staff will return to Council with a budget

amendment request to address both the increased revenues as well as matching expense allocation.

Prior year funding allocated to street repair expenses in the Gas Tax fund came in under expectations. Any remaining budget will be carried over under the authorization provided by Council to the City Manager via its budget resolution.

STRATEGIC PLAN:

While this item is not a direct goal or objective in City Council's two-year strategic plan, the submission of this claim is necessary to maintain funding from the Transportation Development Act Local Transportation Fund.

FISCAL IMPACTS:

No fiscal impacts are related to the passage of this resolution. Staff will return at a later time to request a budget allocation recognizing additional revenue and expense allocation.

OPTIONS:

As alternatives to staff's recommendation, the City Council may
1. Reject the recommendation; and/or
2. Provide additional direction to staff.

ATTACHMENTS:

TDA Claim forms - FY23-24.xlsx
Resolution TDA 23-24.docx

Transportation Development Act
Form A - Claim Form

Line		
1	Fiscal Year	2023/2024
2	Claimant	City of Santa Paula
3	Address	970 E Ventura St.
		Santa Paula, CA 93060
4	Name of Contact Person	Christy Ramirez
5	Title of Contact Person	Finance Director
6	Telephone Number of Contact Person	805-933-4211 ext. 204
7	Email Address of Contact Person	cramirez@spcity.org

The above named claimant hereby applies for allocations of Transportation Development Act funds for the above fiscal year for the purposes and amounts specified below:

	Purpose	Claimed
	Local Transportation Fund	
8	Article 3, Pedestrian and Bicycles (PUC § 99234)	$ -
9	Article 4, Transit	$ -
10	Article 4.5, Community Transit (PUC §99233.7 & § 99275)	$ -
11	Article 8(a), Streets & Roads/Pedestrians & Bicycles (PUC § 99400(a))	$ 1,063,429.93
12	Article 8(b), Passenger Rail (PUC § 99400(b))	$ -
13	Article 8(c), Transit (PUC § 99400(c))	$ 514,796.07
14	Article 8(d), Transit Admin. and Planning (PUC § 99400(d))	$ -
15	Article 8(e), Transit Capital (PUC § 99400(e))	$ -
16	Article 8(f), Commuter Vanpool (PUC § 99400(f))	$ -
17	Article 8, Other	$ -
18	Total LTF Claimed	**$ 1,578,226.00**

19	Less funds released to	VCTC for Valley Express
20	for Article	8c
21	for purpose of	Valley Express
22	in the amount of	$ 514,796.07
23	Amount of LTF to be sent to Claimant *(Line 17 minus Line 21)*	**$ 1,063,429.93**

	Purpose	Claimed
	State Transit Assistance	
24	STA Transportation and Rail	$ -
25	SGR State of Good Repair	$ -
26	Total STA & SGR Claimed	**$ -**

Claimant acknowledges that payment by the County Auditor-Controller of an allocation made by the Ventura County Transportation Commission (VCTC) is subject to such monies being on hand and available for distribution and to the provision that such monies are used only in accordance with the terms of the allocation instruction issued by the VCTC. Claimant also certifies that the information on the claim forms are true and accurate to the best of their knowledge and that the claimant is eligible for the funds claimed and will use them for eligible expenditures per the TDA regulations. If the STA and SGR funds claimed are based on the estimates provided by the State of California, the funds paid to the local agency will be the actual amount received and may vary from the amounts claimed.

The following individual is hereby authorized to execute for and on behalf of the named entity, and to take any action necessary for the purpose of obtaining Local Transportation Funds and/or State Transit Assistant funds.

27	Authorizing Signature	
28	Name of Authorizing Agent	**Christy Ramirez**
29	Title of Authorizing Agent	**Finance Director**
30	Date	**10/10/2023**

(Updated 07/07/20)

Transportation Development Act
Form B1 - Financial Reporting Form LTF Article 3

Line			
1	Fiscal Year	**2023/2024**	
2	Claimant	**City of Santa Paula**	

		Operating Budget Comparison	
		Prior FY	Claim FY
3	Fiscal Year	**2022/2023**	**2023/2024**
4	Beginning LTF Article 3 Fund Balance (use audited amount if available)	$ 4,696.28	$ 1,488,683.87
	Estimated Revenues :		
5	Federal grants (provide detail in notes)		
6	LTF Article 3, Pedestrians and Bicycle	$ 1,487,769.00	
7	LTF Unearned/Deferred Revenues	$ -	
8	State grants (provide detail in notes)		
9	Local (specify)_____		
10	Other (specify)_____		
11	Interest	$ 300.00	$ 300.00
12	**Total Estimated Revenues and Fund Balances**	**$ 1,492,765.28**	**$ 1,488,983.87**
	Estimated Expenses:		
13	Construction		$ 1,488,983.87
14	Maintenance	$ 4,081.41	
15	Planning		
16	Other (provide detail in notes)		
17	**Total Estimated Expenses**	**$ 4,081.41**	**$ 1,488,983.87**
18	**Surplus/Deficit End of Year**	**$ 1,488,683.87**	**$ -**
19	**Notes and Explanations: (as applicable)**		

* Line 4
* Line 5
* Line 6
* Line 7
* Line 8
* Line 9
* Line 10
* Line 11
* Line 13
* Line 14
* Line 15
* Line 16

(Updated 07/07/20)

Transportation Development Act
Form B2.1 - Financial Reporting Form LTF Article 4

Line			
1	Fiscal Year	**2023/2024**	
2	Claimant	**City of Santa Paula**	

		Operating Budget Comparison		Capital Budget Comparison	
		Prior FY	Claim FY	Prior FY	Claim FY
3	Fiscal Year	**2022/2023**	**2023/2024**	**2022/2023**	**2023/2024**
4	Beginning LTF Fund Balance (use audited amount if available)		$ -	$ -	$ -
	Estimated Revenues:				
5	Federal grants (provide detail in notes)				
	Local Transportation Funds by Article				
6	LTF Article 4, Transit (PUC § 99260(a))				
7	LTF Article 4, Planning (PUC § 99292)				
8	LTF Article 4, Elderly and Disabled (PUC § 99260.7)				
9	LTF Article 4, Railroad Corporation (PUC § 99260.5(a))				
10	LTF Article 4, Other (specify article/PUC §)_____				
11	LTF Unearned/Deferred Revenues (specify article) _____				
12	Fare Revenue Funds				
13	Local (specify in notes)				
14	Other (specify in notes)				
15	Interest				
16	**Total Estimated Revenues and Fund Balances**	**$ -**	**$ -**	**$ -**	**$ -**
	Estimated Expenses:				
17	Eligible Operating Costs				
18	Transit Operating assigned to other (specify agency in notes)				
19	Transit Capital TDA (specify projects in notes)				
20	Transit Capital assigned to other (specify agency in notes)				
21	Other (provide detail & cite code section in notes)				
22	**Total Estimated Expenses**	**$ -**	**$ -**	**$ -**	**$ -**
23	**Surplus/Deficit End of Year**	**$ -**	**$ -**	**$ -**	**$ -**

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632).
If not needed, please initial _____ Otherwise, please provide statement below.

24 Notes and Explanations: (as applicable)

* Line 4
* Line 5
* Line 6
* Line 7
* Line 8
* Line 9
* Line 10
* Line 11
* Line 12
* Line 13
* Line 14
* Line 15
* Line 17
* Line 18
* Line 19
* Line 20
* Line 21

(Updated 07/07/20)

Transportation Development Act
Form B2.2 - Financial Reporting Form LTF Article 4.5

Line		
1	Fiscal Year	2023/2024
2	Claimant	ity of Santa Paula

		Operating Budget Comparison		Capital Budget Comparison	
		Prior FY	Claim FY	Prior FY	Claim FY
3	Fiscal Year	2022/2023	2023/2024	2022/2023	2023/2024
4	Beginning LTF Fund Balance (use audited amount if available)		$ -	$ -	$ -
	Estimated Revenues :				
5	Federal grants (provide detail in notes)				
	Local Transportation Funds by Article				
6	LTF Article 4.5, Community Transit (PUC §99233.7 & 99275)				
7	LTF Unearned/Deferred Revenues (specify article) _____				
8	Fare Revenue Funds				
9	Local (specify in notes)				
10	Other (specify in notes)				
11	Interest				
12	**Total Estimated Revenues and Fund Balances**	$ -	$ -	$ -	$ -
	Estimated Expenses:				
13	Eligible Operating Costs				
14	Transit Operating assigned to other (specify agency in notes)				
15	Transit Capital TDA (specify projects in notes)				
16	Transit Capital assigned to other (specify agency in notes)				
17	Other (provide detail & cite code section in notes)				
18	**Total Estimated Expenses**	$ -	$ -	$ -	$ -
19	**Surplus/Deficit End of Year**	$ -	$ -	$ -	$ -

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632).
If not needed, please initial _____ Otherwise, please provide statement below.

20 Notes and Explanations: (as applicable)

* Line 4
* Line 5
* Line 6
* Line 7
* Line 8
* Line 9
* Line 10
* Line 11
* Line 13
* Line 14
* Line 15
* Line 16
* Line 17

(Updated 07/07/20)

Transportation Development Act
Form B3.1 - Financial Reporting Form LTF Article 8a

Line			
1	Fiscal Year	2023/2024	
2	Claimant	City of Santa Paula	

		Budget Comparison	
		Prior FY	Claim FY
3	Fiscal Year	2022/2023	2023/2024
4	Beginning LTF Article 8a Fund Balance (use audited amount if available)	$ 538,460.96	$ 1,145,702.53
	Estimated Revenues :		
5	Federal grants (provide detail in notes)		
6	LTF Article 8(a), Streets and Roads (PUC §99400(a))	$ 1,105,498.17	$ 1,063,429.93
7	LTF Article 8(a), Pedestrians and Bicycles (PUC §99400(a))		$ -
8	LTF Unearned/Deferred Revenues		
9	State grants (provide detail in notes)		
10	Local (specify)_____		
11	Other (specify)_____	$ -	
12	Interest	$ 20,000.00	$ 20,000.00
13	**Total Estimated Revenues and Fund Balances**	**$ 1,663,959.13**	**$ 2,229,132.46**
	Estimated Expenses:		
14	Streets and Roads	$ 518,256.60	$ 2,229,132.46
15	Bicycles and Pedestrians		
16	Other (provide detail in notes)		
17	**Total Estimated Expenses**	**$ 518,256.60**	**$ 2,229,132.46**
18	**Surplus/Deficit End of Year**	**$ 1,145,702.53**	**$ -**

19 **Notes and Explanations: (as applicable)**

* Line 4
* Line 5
* Line 6
* Line 7
* Line 8
* Line 9
* Line 10
* Line 11
* Line 12
* Line 14
* Line 15
* Line 16

(Update (Updated 07/07/20)

22/23	Budget	Actual
9285 Slurry Seal	5,500.00	-
9294 Sidewalk Repair	213,273	-
9297 Lighted Crosswalk	579,906	119,966
9359 Citywide Street Preservation and Maintenance		
502x Streets and Repairs & Transfer to Gas Tax for Streets	673,866	352,157
200x Administration *moved overhead in here 5025-755	46,134	46,134
	1,518,679	**518,257**
To be Carried Over		**678,714**
23/24	**Budget**	**Actual**
9285 Slurry Seal	705,423.61	
9294 Sidewalk Repair	150,000.00	
9297 Lighted Crosswalk	150,000.00	
502x Streets and Repairs & Transfer to Gas Tax for Streets	498,861	
200x Administration *moved overhead in here 5025-755	46,134	
Original Budget + Carryover	**1,550,418.76**	**-**

Remaining
5,500
213,273
459,941
-
-
678,714

Remaining
-

Transportation Development Act
Form B3.2 - Financial Reporting Form LTF Article 8(b) to 8(f)

Line		
1	Fiscal Year	2023/2024
2	Claimant	ity of Santa Paula

		Operating Budget Comparison		Capital Budget Comparison	
		Prior FY	Claim FY	Prior FY	Claim FY
3	Fiscal Year	2022/2023	2023/2024	2022/2023	2023/2024
4	Beginning LTF Fund Balance (use audited amount if available)		$ -	$ -	$ -
	Estimated Revenues :				
5	Federal grants (provide detail in notes)				
	Local Transportation Funds by Article				
6	Article 8(b), Passenger Rail (PUC § 99400(b))				
7	Article 8(c), Transit (PUC § 99400(c))	$ 387,154.83	$ 514,796.07		
8	Article 8(d), Transit Admin. and Planning (PUC § 99400(d))				
9	Article 8(e), Transit Capital (PUC § 99400(e))				
10	Article 8(f), Commuter Vanpool (PUC § 99400(f))				
11	LTF Article 8 Other (specify) _____				
12	LTF Unearned/Deferred Revenues (specify article) _____				
13	Fare Revenue Funds				
14	Local (specify in notes)				
15	Other (specify in notes)				
16	Interest				
17	**Total Estimated Revenues and Fund Balances**	**$ 387,154.83**	**$ 514,796.07**	**$ -**	**$ -**
	Estimated Expenses:				
18	Eligible Operating Costs				
19	Transit Operating assigned to other (specify agency in notes)	$ 387,154.83	$ 514,796.07		
20	Transit Capital TDA (specify projects in notes)				
21	Transit Capital assigned to other (specify agency in notes)				
22	Other (provide detail & cite code section in notes)				
23	**Total Estimated Expenses**	**$ 387,154.83**	**$ 514,796.07**	**$ -**	**$ -**
24	**Surplus/Deficit End of Year**	**$ -**	**$ -**	**$ -**	**$ -**

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632).
If not needed, please initial _____ Otherwise, please provide statement below.

25 Notes and Explanations: (as applicable)

* Line 4
* Line 5
* Line 6
* Line 7
* Line 8
* Line 9
* Line 10
* Line 11
* Line 12
* Line 13
* Line 14
* Line 15
* Line 16
* Line 18
* Line 1' Valley Express operated by VCTC
* Line 20
* Line 21
* Line 22

(Updated 07/07/20)

Transportation Development Act
Form B4 - Financial Reporting Form STA

Line								
1	Fiscal Year	2023/2024						
2	Claimant	City of Santa Paula						
		Operating Budget Comparison				Capital Budget Comparison		
		Prior FY		Claim FY		Prior FY		Claim FY
3	Fiscal Year	2022/2023		2023/2024		2022/2023		2023/2024
4	Beginning STA Fund Balance (use audited amount if available)	$	-	$	-	$	-	$ -
	Estimated Revenues :							
5	Federal grants (provide detail in notes)							
	State Transit Assistance (request/estimate)*							
6	STA Operation (CCR 6730(a))							
7	STA Capital (CCR 6730(b))							
8	STA Rail Service (CCR 6730(c))							
9	STA General Public (CCR 6731(b))							
10	STA Elderly & Disabled (CCR 6731(b))							
11	STA Specialized Services (CCR 6731(c))							
12	STA PUC § 99314 Unearned/Deferred Revenues (at agency)							
13	State - Other than TDA (provide detail in notes)							
14	Fare Revenue Funds							
15	Local (specify in notes)							
16	Other (provide detail & cite code section in notes)							
17	Interest							
18	**Total Estimated Revenues and Fund Balances**	$	-	$	-	$	-	$ -
	Estimated Expenses:							
19	Eligible Operating Costs							
20	Transit Operating assigned to other (specify agency in notes)							
21	Capital TDA (specify projects in notes)							
22	Capital assigned to other (specify agency in notes)							
23	Other (provide detail & cite code section in notes)							
24	**Total Estimated Expenses**	$	-	$	-	$	-	$ -
25	**Surplus/Deficit End of Year**	$	-	$	-	$	-	$ -

*** If the STA funds claimed are based on the estimates provided by the State of California, the funds paid to the local agency will be the actual amount received and may vary from the amounts claimed.**

If the operating budget has increased in excess of 15% above the preceeding year, or there is a substantial increase or decrease in the scope of operations or capital budget provision, please provide a statement identifying and substantiating the reason or need for the change (CCR 6632). If not needed, please initial _____ Otherwise, please provide statement below.

26 Notes and Explanations: (as applicable)

* Line 4
* Line 5
* Line 6
* Line 7
* Line 8
* Line 9
* Line 10
* Line 11
* Line 12
* Line 13
* Line 14
* Line 15
* Line 16
* Line 17
* Line 19
* Line 20
* Line 21
* Line 22
* Line 23

(Updated 07/07/20)

Transportation Development Act
Form B5 - Financial Reporting Form SGR

Line			
1	Fiscal Year	**2023/2024**	
2	Claimant	**City of Santa Paula**	

		Capital Budget Comparison	
		Prior FY	**Claim FY**
3	Fiscal Year	**2022/2023**	**2023/2024**
4	Beginning SGR Fund Balance (use audited amount if available)	$ -	$ -
	Estimated Revenues :		
5	Federal grants (provide detail in notes)		
	State Transit Assistance (request/estimate)*		
6	State of Good Repair		$ -
7	State of Good Repair Unearned/Deferred Revenues (at agency)		
8	State - Other than TDA (provide detail in notes)		
9	Local (specify in notes)		
10	Other (specify in notes)		
11	Interest		
12	**Total Estimated Revenues and Fund Balances**	**$ -**	**$ -**
	Estimated Expenses:		
13	Eligible Capital Costs (specify projects in notes)		
14	Other (provide detail in notes)		
15	**Total Estimated Expenses**	**$ -**	**$ -**
16	**Surplus/Deficit End of Year**	**$ -**	**$ -**

17	**Name(s) of SGR project for the above request:**	**Funding Year**	**Amount**
	Project A	2021/2022	
	Project B	2022/2023	
	Project C	2023/2024	
18	**Total SGR amount request**		**$ -**

*** If the SGR funds claimed are based on the estimates provided by the State of California, the funds paid to the local agency will be the actual amount received and may vary from the amounts claimed.**

19 Notes and Explanations: (as applicable)

* Line 4
* Line 5
* Line 6
* Line 7
* Line 8
* Line 9
* Line 10
* Line 11
* Line 13
* Line 14

(Updated 07/07/20)

Transportation Development Act
Form C - Assurances

Line		
1	Fiscal Year	2023/2024
2	Claimant	City of Santa Paula
3	Article	8a; 8c; 3

Claimant Assurances: (Initial Each Section Below OR N/A if not applicable to the claim)

	Initial		Assurance
4		C1	180-Day Certified Fiscal Audit: *If VCTC does NOT have a TDA audit performed on behalf of the claimant*, the claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to VCTC and to the State Controller pursuant to PUC § 99245 & CCR § 6664, for the prior year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one). *Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR*
5		C2	Timely and Reviewed Fiscal Audits: Claimant staff will make every effort to provide information to the auditors in a timely manner so that the audits can be completed before the 180 day requirement. Audits will be reviewed by claimant/agency staff and are the responsibility of the agency. *Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR*
6		C3	State Controller Annual Report Claimant certifies that it has submitted a State Controller's report in conformance with the uniform system of accounts and reports, to VCTC and to the State Controller, pursuant to PUC § 99243, § 99245, CCR § 6637 and/or § 6665 as applicable, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one) in a timely manner. *Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR*
7		C4	Passed-through TDA Funds Retain TDA Requirements: Claimant certifies that any TDA funds received from another agency will remain classified as TDA even when passed-through from another agency. These funds will be classified as TDA in the financial records and reported accordingly. These funds will retain TDA requirements. *Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR*
8		C5	Interest Accrual: Claimant will accurately account for TDA revenues and expenses and accrue interest accordingly. Interest will be spent on allowable expenses. *Applies to All Claims: Article 3, 4, 4.5, 8(a), 8(c), STA and SGR*
9		C6	Unmet Transit Needs: Claimant certifies that all reasonable transit needs are satisfied and is eligible to receive Article 8(a) local streets and roads. *Applies to 8(a) (Streets and Roads)*
10		C7	Revenue Ratios: Claimant is responsible for preparing the revenue ratio calculation(s) and certifies that it intends to maintain for the project year a ratio of fare revenues to operating costs of at least (a) 20 percent if the claimant is serving an urbanized area, (b) 10 percent if the claimant is serving a non-urbanized area, or (c) as determined by VCTC pursuant to CCR § 6633.2(c) and PUC § 99268. If the required ratio is not met, the "non-compliance with required revenue ratios" outlined in the TDA regulations will be implemented. *Applies to 4, 4.5, 8 (transit), STA*

Pact Sets Rates:
City of Fillmore,
City of Santa Paula,
County of Ventura

Transportation Development Act
Form C - Assurances

Line		
1	Fiscal Year	2023/2024
2	Claimant	City of Santa Paula
3	Article	8a; 8c; 3

Claimant Assurances: (Initial Each Section Below OR N/A if not applicable to the claim)

	Initial		Assurance
11		C8	Revenue Ratios for Exclusive Services to Seniors and Disabled: *Claimant filing a claim pursuant to PUC 99268.5* certifies that, for the purpose of that claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons. *Applies to 4, 4.5, 8 (transit), STA*
	Pact Sets Rates: City of Fillmore, City of Santa Paula, County of Ventura		
12		C9	50-Percent Allocation and Alternative Method Limitation: The expenditure of the funds received by an operator, city or county may in no year exceed 50 percent of the amount required to meet operating, maintenance, and capital and debt service requirements of the system after deduction therefrom of approved federal grants estimated to be received. Alternatively, the operator may by allocated additional funds that could not be allocated to it because of those requirements, if it maintains, for the fiscal year, a ratio of fare revenues to operating costs as defined by § 99247 (see PUC § 99268.1, § 99268.2 and § 99405 and CCR § 6633.1). *Applies to 4, 4.5, 8 (transit), STA*
13		C10	Retirement System or Private Pension Plan: *Claimant filing a claim pursuant to PUC § 99260* certifies that (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC § 99271(a)); or (b) the operator is implementing a plan approved by VCTC which will fully fund the retirement system for such officers and employees within 40 years (PUC § 99271(a)); or (c) the operator has a private pension plan which sets aside and invests, on a current basis, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC § 99272 and § 99273. *Applies to 4, 4.5, 8 (transit)*
	City Employee's only		
14		C11	Use of Federal Funds: Claimant certifies that it is making full use of federal funds available under the FTA Act in accordance with PUC § 99286.7,CCR § 6754(a)(3) and/or § 6634 as applicable. *Applies to 4, 4.5, 8 (transit), STA*
15		C12	Staffing: Claimant certifies that it is in compliance with PUC § 99264 that it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person. *Applies to 4, 4.5, 8 (transit)*
16		C13	Reduced Fares: *Claimant certifies that if it offers reduced fares to seniors,* the same reduced rate is offered to disabled persons and disabled veterans (PUC § 99155). Claimant further assures that it will honor the federal Medicare identification card or a card issued pursuant to § 22511.55 of the Vehicle Code as sufficient identification to receive reduced fares. *Applies to 4, 4.5, 8 (transit)*
17		C14	CHP Certification: Claimant certifies that, it has on file a California Highway Patrol Certification having been conducted in the last 13 months indicating their compliance with § 1808.1 of the Vehicle Code. *Applies to 4, 4.5, 8 (transit), STA*
	Contractor		

Transportation Development Act
Form C - Assurances

Line		
1	Fiscal Year	2023/2024
2	Claimant	City of Santa Paula
3	Article	8a; 8c; 3

Claimant Assurances: (Initial Each Section Below OR N/A if not applicable to the claim)

	Initial		Assurance
18		C15	Accessible Vehicles: Claimant certifies that it is in compliance with PUC § 99155.5 regarding dial-a-ride and paratransit services being accessible to handicapped persons, and that the service be provided to persons without regard to vehicle ownership and place of residence. *Applies to 4, 4.5, 8 (transit)*
19		C16	Budget Increase of 15% or more Claimant certifies that the transit operator's operating budget has not increased more than 15% over the preceding year, and does not include a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities. If the budget does include such changes, documentation is attached that identifies and substantiates the reason or need for the changes (PUC § 99266, § 99268 and CCR § 6633.1 and § 6632). *Applies to 4, 4.5, 8 (transit)*
20		C17	Part-Time Employees Claimant certifies that in accordance with PUC § 99243 and it is not precluded from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment terminated or his or her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers. *Applies to STA (transit)*
21		C18	Operator's Qualifying Criteria Claimant certifies that it meets and will maintain the efficiency standards pursuant to PUC § 99314.6 when claiming State Transit Assistance funds for transit operations. *Applies to STA (transit)*

The undersigned herby certifies that the above statements are true and correct.

22	Authorizing Signature:	
23	Print Name and Title:	Christy Ramirez
24	Date:	10/10/2023

(updated June 2019)

Transportation Development Act
Form D - Capital Projects and Reserves

Line

1 Fiscal Year 2023/2024

2 Claimant City of Santa Paula

C:\Users\EASYPD~1\AppData\Local\Temp\BCL Technologies\easyPDF 8\@BCL@DC0B8074\[@BCL@DC0B8074.xlsx]Form D - Capital

3 Project Name	Source of Funding Type	Total Estimated Cost	Estimated Expended Funds to Date	Estimated Expended Funds this Fiscal Year	Estimated Remaining Funds Reserved	Expected Completion Date	Description of Project and Use of Funds
9285 Slurry Seal	Art 8A	$ 710,923.46		$ 710,923.46	$ -	6/30/2024	Pavement maintenance and preservation coating applications in conjunction with the annual pavement management program
9294 Sidewalk Rep	Art 8A	$ 363,273.00		$ 363,273.00	$ -	6/30/2024	Sidewalk grinding and replacement in conjunction with the annual repair program, which in this fiscal year will include the maintenance, modification and repair of disabled access ramps identified by the ADA Self Evaluation by DAC Consultants
9297 Lighted Cross	Art 8A	$ 609,941.00		$ 609,941.00	$ -	6/30/2024	Existing flashing crosswalks to be removed and Rectangular Rapid Flashing Beacons (RRFBs) installed at 6 locations (3 on Main Street as a re-formulation of the former CIP for this purpose) and 3 on Highway 150 to improve crosswalk visibility and pedestrian safetySelf Evaluation by DAC Consultants
502x Streets and R	Art 8A	$ 498,861.00		$ 498,861.00	$ -	6/30/2024	Ongoing Program - Street Repair expenses
200x Administratior	Art 8A	$ 46,134.00		$ 46,134.00	$ -	6/30/2024	Overhead and purchasing expenses posted here (previously as streets)
9369 Community B	Art 8C	$ 1,482,877.50		$ 1,482,877.50	$ -	6/30/2024	##
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
4 **Total**		**$ 3,712,009.96**	**$ -**	**$ 3,712,009.96**	**$ -**		

(updated June 2019)

Transportation Development Act
Form E - Sample Resolution

Note: Claims can be filed for multiple articles as a combined resolution with the different claims listed or individual articles by separate resolutions for each claim. Also, if TDA Article 8 (c) Local Transit funds are being allocated or assigned to VCTC (for Valley Express) please note the assignment as a separate line item)

Line		
1	**RESOLUTION #_____** **AUTHORIZING THE FILING OF A CLAIM** **WITH THE VENTURA COUNTY TRANSPORTATION COMMISSION FOR**	
2	**ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR**	2023/2024

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code Section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund (LTF) and the State Transit Assistance Fund for use by eligible claimants for various transportation and transit purposes as allowed by TDA; and,

WHEREAS, pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations hereunder (California Code of Regulations Sections 6600 et seq.), a prospective claimant wishing to receive an allocation from the Local Transportation Fund and the State Transit Assistance fund shall file its claim with the Ventura County Transportation Commission.

3	**NOW, THEREFORE LET IT BE RESOLVED**, that the City/Agency of	City of Santa Paula
4	Is authorized to execute and file an appropriate claim pursuant to the applicable rules and regulations promulgated hereunder, together with all necessary supporting documents, with the Ventura County Transportation Commission for an allocation of TDA funds in Fiscal Year	2023/2024
5	**BE IT FURTHER RESOLVED** that the authorized claim is for Article 3 for pedestrian and bicycle expenditures (PUC 99234) in the amount of	$ -
6	**BE IT FURTHER RESOLVED** that the authorized claim for Article 4 for transportation purposes for public transit expenditures (PUC 99260) in the amount of	$ -
7	**BE IT FURTHER RESOLVED** that the authorized claim for Article 4.5 for community transit expenditures (PUC 99275) in the amount of	$ -
8	**BE IT FURTHER RESOLVED** that the authorized claim for Article 8(a) for local street and road purposes (PUC99400(a)) in the amount of	$ 1,063,429.93
9	**BE IT FURTHER RESOLVED** that the authorized claim for Article 8(b) passenger rail purposes (PUC 99400(b)) in the amount of	$ -
10	**BE IT FURTHER RESOLVED** that the authorized claim for Article 8(c) local transit purposes (PUC 99400(c)) in the amount of	$ 514,796.07
11	**BE IT FURTHER RESOLVED** that the authorized claim for Article 8(d) administrative and planning purposes (PUC 99400(d)) in the amount of	$ -
12	**BE IT FURTHER RESOLVED** that the authorized claim for Article 8(e) transit capital purposes (PUC 99400(e)) in the amount of	$ -
13	**BE IT FURTHER RESOLVED** that the authorized claim for Article 8(f) commuter vanpool purposes (PUC 99400(f)) in the amount of	$ -

BE IT FURTHER RESOLVED that the authorized claim includes 100% of available State Transit Assistance (STA) funds according to the allocations published by the State Controller's Office for local transportation planning and mass transportation purposes (PUC 99301).

BE IT FURTHER RESOLVED that the authorized claim includes 100% of available State of Good Repair funds according to the amounts published by the State Controller's Office (PUC 99313 and PUC 99314).

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Ventura County Transportation Commission in conjunction with the filing of the claim.

14 **PASSED and ADOPTED this _____ Day of _____**

15 **(Add Authorized Signatures/Attest Statement, etc.)**

Please submit copy of Agenda item AND signed resolution to VCTC as part of the Claim packet.

Transportation Development Act
Form F - Checklist

Form Number	Document Name	Article 3 Bike/Ped	Article 4 Transit	Article 4.5 Community Transit	Article 8(a) Streets & Roads	Article 8(b)-8(f) Transit	STA	State of Good Repair
A	Claim Form	X	X	X	X	X	X	X
B	Financial Reporting Form							
B1	Financial Reporting, Bike/Ped (Art.3)	X						
B2.1	Financial Reporting, Transit (Art. 4)		X					
B2.2	Financial Reporting, Transit (Art. 4.5)			X				
B3.1	Financial Reporting, Street & Road (Art. 8a)				X			
B3.2	Financial Reporting, Transit (Art. 8(b)-8(f))					X		
B4	Financial Reporting, Transit (STA)						X	
B5	Financial Reporting, Transit (SGR)							X
C	Assurances							
C1	180-Day Certified Fiscal Audit	X	X	X	X	X	X	X
C2	Timely, Reviewed Fiscal Audits	X	X	X	X	X	X	X
C3	State Controller Annual Report	X	X	X	X	X	X	X
C4	Passed-through TDA Funds	X	X	X	X	X	X	X
C5	Interest Accrual	X	X	X	X	X	X	X
C6	Unmet Transit Needs				X			
C7	Revenue Ratios		X	X		X	X	
C8	Revenue Ratios Exclusive Service		X	X		X	X	
C9	50-Percent Allocation Limit		X	X		X	X	
C10	Retirement System		X	X		X		
C11	Use of Federal Funds		X	X		X	X	
C12	Staffing		X	X		X		
C13	Reduced Fares		X	X		X		
C14	CHP Certification		X	X		X	X	
C15	Accessible Vehicles		X	X		X		
C16	Budget Increase		X	X		X		
C17	Part-Time Employees						X	
C18	Operator s Qualifying Criteria						X	
D	Capital Projects and Reserves		X	X	X	X	X	X
F	TDA Checklist	X	X	X	X	X	X	X
E	Local Agency Resolution	X	X	X	X	X	X	X
E1	Agenda item for Resolution	X	X	X	X	X	X	X
G	Authorized Agent Form (State)							X
H	Certification and Assurances (St)							X
I	Board Resolution (State)							X
J	Project List							X

Signature: _____

Date: _____

Submitted by:

Name: Christy Ramirez

Title: Finance Director

Phone: 805-933-4211 ext. 204

Email: cramirez@spcity.org

(updated 06/18/20)

RESOLUTION NO. 7486

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, AUTHORIZING THE FILING OF A CLAIM WITH THE VENTURA COUNTY TRANSPORTATION COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2023/24

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

A. The Transportation Development Act (TDA), as amended (Public Utilities Code Section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund (LTF) and the State Transit Assistance Fund for use by eligible claimants for various transportation and transit purposes as allowed by TDA; and,

B. Pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations hereunder (California Code of Regulations Sections 6600 et seq.), a prospective claimant wishing to receive an allocation from the Local Transportation Fund and the State Transit Assistance fund shall file its claim with the Ventura County Transportation Commission.

SECTION 2: The City Manager, or designee, is authorized to execute and file an appropriate claim pursuant to the applicable rules and regulations promulgated hereunder, together with all necessary supporting documents, with VCTC for an allocation of TDA funds in FY 2023/24.

SECTION 3: The authorized claim for Article 8(a) for local street and road purposes (PUC 99400(a)) is in the amount of $1,063,429.93.

.

SECTION 4: The authorized claim for Article 8(c) for local street and road purposes (PUC 99400(c)) is in the amount of $514,796.07.

SECTION 5: That a copy of this resolution be transmitted to the Ventura County Transportation Commission in conjunction with the filing of the claim.

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

PASSED, AND ADOPTED, this 18th day of October, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, Interim City Attorney

Approved as to content:

_____
Dan Singer, City Manager

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, Interim City Attorney

Subject: UPDATED MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS FOR THE CITY OF SANTA PAULA

Date: October 18, 2023

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7484 approving the "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Santa Paula."

BACKGROUND:

In an effort to update the procedures and protocols governing Council meetings and operations, City staff prepared a draft Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Santa Paula. At study sessions held on January 18, 2023, March 1, 2023, August 9, 2023, and September 19, 2023, City staff presented the Manual to the Council for its review and direction.

At its regular meeting of October 4, 2023, the City Council directed staff to make additional revisions to the Manual and to bring back the item when the full Council was present. A copy of the Manual as revised by the Council is attached to the Resolution (Attachment A), and a redline showing edits to the draft presented to Council at its October 4th meeting is also provided (Attachment B).

ANALYSIS:

The Manual updates and modernizes the guidelines governing the conduct of Council (and subordinate body) meetings and conforms the guidelines to State and Federal law. For example, the Manual expands on the rules for disqualifying contributions to appointed (and now) elected officials (Section 8.5), as well as the removal of disruptive members of the public (Section 10.4), among others.

The Manual also provides a meeting structure to govern the order of Council business (Section 6.1) as well as a structure for the consideration of individual agenda items (Section 7.5). The Manual also contains letterhead and email policies. To avoid a Brown Act violation,

the email policy now addresses how Council is to respond to an email when all members are contacted by a member of the public about an issue (Section 9.4).

In addition, Section 5.1 provides an updated process for Councilmembers to add an item to the agenda, depending on whether the item is time-sensitive. For items that are not time-sensitive, the Manual requires a councilmember to provide the subject to be considered in advance of the meeting to the City Manager so that it can be added to the agenda for consideration by the full Council. This avoids the resultant discussion about the merits of the issue in violation of the Brown Act and allows the City Manager to determine there are adequate city resources to prepare the item. For time-sensitive matters (matters needing Council action within 45 days and that were not known before the meeting), the matter may be placed on the agenda for consideration without going through the City Manager. These matters require the support of two councilmembers made by a motion and second at the meeting.

As referenced in Section 10.1, also attached as Exhibit A to the Manual is an updated Code of Conduct. The Code of Conduct governs how City Officials should treat one another, City staff, constituents, and others they come into contact with in representing the City of Santa Paula. The Code of Conduct also contains provisions for enforcement against Councilmembers specifically (Exhibit A, Sections 7 & 8 [censure]), and allows for the removal of a disruptive Councilmember for a period of time needed to cool off.

STRATEGIC PLAN:

This item does not directly support an identified objective of the 2023-2025 Strategic Plan. However, an updated Manual benefits the community by promoting orderly, ethical, and transparent governance.

FISCAL IMPACTS:

None.

OPTIONS:

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

1. Do not approve Resolution No. 7484 and continue relying of the current procedural rules; or
2. Provide additional direction to City staff to revise provisions of the draft Manual.

ATTACHMENTS:

Attachment A - Resolution 7484.pdf
Attachment B - Redline.pdf

ATTACHMENT A

Resolution 7484

Council & Legislative Body Manual of Procedural Guidelines (2023)

RESOLUTION NO. 7484

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING A MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS

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

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

A. Government Code § 36813 authorizes the City Council to establish rules governing the conduct of its proceedings;

B. The City Council of the City of Santa Paula wishes to adopt certain rules of order and procedure to ensure that government is conducted in the City in an orderly, fair and open way, and that the rights of the people to speak and be heard on matters of public interest are protected; and

C. These rules are intended to comply with, the Ralph M. Brown Act (Government Code §§ 54950 - 54962) and other applicable law. The Brown Act and other applicable law will supersede any conflicting provision of the rules.

SECTION 2: *Adoption of the Manual of Procedural Guidelines.* The City Council hereby adopts the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings ("Guidelines"), attached as Exhibit A.

SECTION 3: The Guidelines shall remain in place until rescinded by resolution of the City Council. All prior resolutions establishing and amending the Guidelines are hereby rescinded.

SECTION 4: This Resolution becomes effective immediately upon adoption and will remain effective until rescinded and superseded by a subsequent resolution.

PASSED AND ADOPTED this 9th day of October, 2023

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____

Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

_____

Dan Singer, City Manager

Exhibit A
to
Resolution No. 7484

Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings

TABLE OF CONTENTS

Page

ARTICLE I - SCOPE 1

1.1 Application of Rules 1
1.2 Definitions 1

ARTICLE II - MEETINGS 2

2.1 Regular Meetings 2
2.2 Special Meetings 2
2.3 Emergency Meetings 3
2.4 Attendance 3
2.5 Study Sessions 3
2.6 Adjournment 3

ARTICLE III - NOTICE AND AGENDA 4

3.1 Notice and Agenda for Regular Meetings 4
3.2 Notice and Agenda for Special Meetings 4
3.3 Notice and Agenda for Adjourned Meetings 5
3.4 Affidavit of Posting 5

ARTICLE IV - CLOSED SESSIONS 5

4.1 Generally 5
4.2 Persons Authorized 6
4.3 Confidentiality 6
4.4 Public Reports 6

ARTICLE V - AGENDA CONTENTS 6

5.1 Preparation of Agendas 7
5.2 Description of Matters 7
5.3 Action Items 8
5.4 Resolutions 8
5.5 Ordinances (City Council Only) 9
5.6 Contracts and Agreements 9
5.7 Limitation of Actions by Agenda 10
5.8 Public Comment Period 10
5.9 Exceptions to Agenda Requirement for Action Taken 10
5.10 Minutes and Recordings 11

ARTICLE VI - ORDER OF BUSINESS 11

6.1 Order of Business 11
6.2 Call to Order 12
6.3 Consent Items 12
6.4 City Representatives and Advisory Bodies (City Council Only) 12
6.5 Budgets 14
6.6 Items from Members 14

TABLE OF CONTENTS
(continued)

Page

ARTICLE VII - PUBLIC COMMENT AND PRESENTATIONS 15

7.1 City Council Meeting Presentations 15
7.2 Public Comment 15
7.3 Time Limitations 15
7.4 Additional Procedures for Public Comment on Agenda Items 16
7.5 Procedural Order for Individual Agenda Items 17

ARTICLE VIII - NOTICED PUBLIC HEARINGS 17

8.1 Public Hearings; Notice; Fairness 17
8.2 Continuance of Hearings 18
8.3 Conduct of Hearings 18
8.4 Extra-Meeting Contacts on Matters Set for Public Hearing 20
8.5 Contributions and Recusal (Levine Act) 20

ARTICLE IX - OFFICERS 22

9.1 Presiding Officer 22

9.1.1 Mayor and Vice-Mayor 23

9.2 Representation of Legislative Body 23
9.3 Use of Letterhead 24
9.4 Email Policy 25
9.5 Social Media Policy 25
9.6 Clerk/Secretary 28
9.7 City Manager 28
9.8 City Attorney 29
9.9 Conflicts of Interest 31
9.10 No Financial Interest in Contracts 31
9.11 Ethical Standards 31

ARTICLE X - DECORUM AND ORDER 31

10.1 Decorum and Order 31
10.2 Persons Authorized To Be Within Platform/Dais 32
10.3 Personal Privilege 32
10.4 Disruptive Members of the Public 32

ARTICLE XI - PARLIAMENTARY PROCEDURES 32

11.1 Procedures In Absence Of Rules 32
11.2 Precedence of Motions 33
11.3 Voting 34
11.4 Votes Needed 34
11.5 Reconsider 35
11.6 Tie Votes 35
11.7 Abstentions 36

TABLE OF CONTENTS
(continued)

Page

11.8 Votes Of Members Previously Absent....36
11.9 Appeals by Members of Legislative Body for Quasi-Adjudicatory Decisions....37
11.10 Findings and Decisions....37
11.11 Presentation of Evidence....37

ARTICLE XII - MISCELLANEOUS....38

12.1 Interpretation....38
12.2 Amendments....38

MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS

(Last amended: October 18, 2023)

ARTICLE I -SCOPE

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of the City of Santa Paula City Council and other constituent, governing bodies and commissions as authorized by Government Code § 36813.

This Manual rescinds and supersedes all prior City resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

City of Santa Paula Resolution No. 6023;
City of Santa Paula Resolution No. 6161;
City of Santa Paula Resolution No. 7264;
City of Santa Paula Resolution No. 7294; and
City of Santa Paula Resolution No. 7376.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

a) "Legislative Body" means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Santa Paula that is subject to the Brown Act (Government Code § 54950 et seq.). This includes the Santa Paula City Council, Planning Commission, Recreation Commission, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.

b) "Presiding Officer" means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council and the Chair of any Commission.

c) "Vice Chair" means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Vice Mayor in the case of the City Council and the Vice Chairperson of any Commission.

d) "Clerk/Secretary" means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the City Clerk in the case of the City.

e) "City Attorney" means the legal advisor to the Legislative Body.

f) "City Manager" means the Chief Executive Officer of the City. The City Manager, or his/her designee, may also serve as the Personnel Officer pursuant to the City's Personnel Rules and Regulations, adopted May 16, 2005, as may be amended. The City Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the City.

g) "Non-Governing Bodies" means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act. An "ad hoc" committee is an advisory committee not subject to the Brown Act if it (1) consists solely of less than a quorum of its parent Legislative Body, (2) is composed solely of members of its parent Legislative Body, (3) has no continuing subject matter jurisdiction, and (4) does not have a meeting fixed by formal action of its parent Legislative Body.

h) "Sub-Legislative Bodies" means wholly advisory committees which are subject to the Brown Act. An advisory committee is subject to the Brown Act if it (i) is established by ordinance, resolution, or other formal action; or (ii) has a fixed regular meeting schedule; or (iii) has continuing subject matter jurisdiction over a non-temporary issue; or (iv) continues to conduct business in excess of 180 days; or (v) has a majority membership of officials from other Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954 et seq. The purpose of this Manual is to provide that the Legislative Bodies' procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies' business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II -MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meeting of the City Council will be held on the first and third Wednesday of each month at 6:30 p.m. in the Council Chambers at City Hall, or at such other times or locations as the Legislative Body may from time to time designate, in the order of adjournment, or in the notice of call of any special meeting. In the event a day of meeting shall be a legal holiday, said meeting shall be held on the next business day, unless otherwise specified by the Legislative Body.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body

for the purpose of transacting the business designated in the call. The means and method for calling such special meeting shall be as set forth in the Brown Act as it now exists in Government Code § 54956 or may hereafter be amended. The City Manager, when necessary for the purpose of conducting city business and the continuity of governance, may request the Presiding Officer to call a special meeting. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Emergency Meetings

An emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists. An "emergency" means:

a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law at Government Code § 54956.5, as may be amended.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. For example, three members of the City Council constitute a quorum. Less than a majority may meet at noticed public meetings to adjourn from time to time, or to compel the attendance of absent members. Any member who fails to attend all of the regular meetings of the Legislative Body for 60 days, unless such absences are excused, shall surrender the office and be deemed to have surrendered the office.[1]

2.5 Study Sessions

The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

2.6 Adjournment

At 10:30 p.m., if business has not concluded, no new business will be considered unless by a majority vote the City Council agrees to begin new business. Items under

[1] This 60-day rule is based on Government Code § 36513(a).

consideration at 10:30 p.m. may be concluded. If a majority does not agree to begin new business, the remaining items will be postponed to the next City Council meeting.

ARTICLE III -NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted and send such notice to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. Should less than a quorum be in attendance, the Clerk/Secretary will list the attendees in the minutes. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. (Government Code § 54955.) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code § 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

ARTICLE IV -CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any emergency

meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary may attend each closed session of the Legislative Body and keep and enter into a minute book a record of any reportable decisions made at the meeting.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 7 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or City Attorney shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Following closed session, the Presiding Officer or City Attorney shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and the vote or abstention of every member present.

Votes will be taken in closed session for those reportable actions identified in Government Code § 54957.1 including (1) approval of an agreement concluding real estate negotiations if Council's own approval renders the agreement final; (2) approval given to legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter into an amicus curiae; (3) approval given to legal counsel of a settlement of pending litigation, as defined in the Government Code § 54956.9, if Council accepts a settlement offer signed by the opposing party; (4) a disposition reached as to claims if Council's action approves a monetary payment agreed upon by the claimant; (5) an action to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee (provided such action is within the scope of Council authority); and (6) approval of an agreement concluding labor negotiations if Council's own approval renders the agreement final.

ARTICLE V -AGENDA CONTENTS

5.1 Preparation of Agendas

a) **Agenda Posting**. Barring insurmountable difficulties, the agenda should ordinarily be delivered to the members of the City Council by 6:00 p.m. on Thursday preceding the City Council's regular Wednesday meeting. In the event of a Special Meeting, agendas should be delivered no less than 24 hours before the time set for the Special Meeting or as promptly as practicable, whichever is earlier. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

b) **Future Agenda Items – Not Time-Sensitive**. Any Legislative Body member may have placed on the agenda any business that should be deliberated upon in the future by the Legislative Body. Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall submit to the City Manager a request to place the matter on a future agenda by completing a City-provided form. The form must be submitted no later than the Monday before the agenda is delivered to members of City Council. Such Monday is referred to in this Section as the "Submittal Deadline." The form will at minimum require a description of the proposed matter for discussion and a requested future meeting date. The matter shall then be listed on the next agenda under "Items for Future Agendas" for discussion of whether it should be a future agenda item. The listing of the matter allows a discussion of whether a staff report should be prepared and the item brought back for consideration. Action to place the item on a future agenda for consideration requires a consensus and the absence of an objection. If there is an objection, the Mayor must call for a majority vote. The City Manager has discretion as to when the item will be placed on the agenda, unless otherwise directed by the City Council.

c) **Future Agenda Items – Time-Sensitive**. If a Legislative Body member does not become aware of a time-sensitive matter before the Submittal Deadline, the member may request by motion that the matter be placed on a future agenda during a meeting. The motion must be made during the portion of the meeting designated for "Items for Future Agendas." At least one other councilmember must second the motion, and if there is none, the item may be submitted using the procedure described in paragraph b), above. A matter is "time-sensitive" if direction or action from the City Council is needed within 45 days. When making the motion, the moving member must state the reason why the matter qualifies as time-sensitive.

d) Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body in consultation with the Mayor (except for any Commission where the responsibility may be assigned to the City Manager's designee), and may place matters on the agenda in accordance with the City Manager's evaluation of administrative priorities and resource capacities of City.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body,

but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code §54954.2 and, where applicable, §54954.5. Matters may be designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

5.4 Resolutions

a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional explanatory material it often recites) to facilitate such future reference and research.

b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article XI, and result

declared. It shall not be necessary to read a resolution in full or by title except to identify it.

c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the City Attorney to prepare a resolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shall be followed. All resolutions must be approved by the City Attorney or Deputy City Attorney.

5.5 Ordinances (City Council Only)

a) The City Council is the only Legislative Body empowered to legislate the Santa Paula Municipal Code by adoption of ordinances.

b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction and the second adoption. Unless a Councilmember requests a full reading, a proposed ordinance may be read in title only.

c) When read by title only, further reading of an ordinance may be waived by a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. (Government Code § 36934.)

d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council with the agenda packet for the meeting at which the ordinance is to be introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the Clerk/Secretary with the same formality as resolutions as described above in Section 5.4.

e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the City Council for passage pursuant to Government Code § 36937. If one member is absent in a five-member Council, an urgency ordinance must pass by a unanimous vote. Urgency ordinances may be adopted either at a regular or special meeting. (Government Code § 36934.)

f) All ordinances must be approved by the City Attorney or Deputy City Attorney. No ordinance may be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, the City Manager, or prepared by the City Attorney on his/her own initiative.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act. (Government Code §§ 6250 through 6276.48.) All contracts and agreements must, before being placed on the Agenda, be approved as to form and legality by the City Attorney or Deputy City Attorney. Such approval must be indicated in the staff report.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

a) Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

b) Notices and agendas for special meetings must also give members of the public the opportunity to speak before or during consideration of an item on the agenda but need not allow members of the public an opportunity to speak on other matters within the jurisdiction of the legislative body.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

a) Upon a majority determination that an "emergency situation," which is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting.

For the purposes of this Subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this Subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

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

b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 2 years. (Government Code § 34090(d)). A recording may be deleted without the approval of the Legislative Body and City Attorney if reproduced in an electronic medium that does not allow alteration to the original and the reproduction is a true copy of archival quality kept in a safe and separate place for security purposes. (Government Code § 34090.5.) The Clerk/Secretary must provide to the public, without charge, equipment to review the record.

ARTICLE VI -ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows in accordance with the procedures specified in this Article VI:

a) Call to Order
b) Invocation
c) Flag Salute
d) Roll Call
e) Closed Session Report, if applicable.

f) Public Comment
g) Presentations
h) City Council Reports
i) City Manager Reports
j) Consent Calendar (See Section 6.3 below.)
k) Action Items
l) Items for Future Agendas
m) Adjournment

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. For example, items the City Manager believes will not require City Council discussion and are routine in nature as well as resolutions confirming action from a previous meeting which are brought back for approval of form rather than approval of action may be added as Consent Items. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be subject to public comment procedures in Article VII(Public Comment and Presentations). Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action.

Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. During the meeting, the Clerk/Secretary may be asked to read Consent Items into the record for the purpose of informing the public on the subjects being considered. The following matters are not appropriate for the Consent Calendar:

a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

b) Any matter where the City Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

6.4 City Representatives and Advisory Bodies (City Council Only)

a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Appointees serve at the pleasure of the Council.

b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies, and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act. Such committees are referred to herein as "Sub-Legislative Bodies" and are made subject to the Brown Act pursuant to this Manual.

Advisory bodies and committees may take the following form:

(i) Ad Hoc Committees

The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

(ii) Standing Committees

The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

(iii) Sub-Legislative Bodies and Non-Governing Bodies shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of a majority of the Council.

(iv) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

c) Santa Paula Municipal Code §12.06, as may be amended, governs the appointment of members to City bodies, committees, boards, and commissions that assist City Council in conducting City business (e.g. the Recreation, Housing and Planning Commissions).

6.5 Budgets

The City Council shall have the power to approve the City budget. Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure, the applicable procedure shall be followed. Further, adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

6.6 Items from Members

a) There is a specific item on the agenda referred to as "City Council Reports" for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, or request that staff look into specific matters or similar matters. (See Section 5.1 regarding future agenda items if item requires Council action.) These matters may not be discussed, opined upon or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for

Public Comment in Section 7.2. No action may be taken on such matters without being placed on a subsequent agenda.

b) There is an agenda item referred to as "Items for Future Agendas." Matters are listed under this item pursuant to Section 5.1(b) or (c) where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared.

c) There is an agenda item referred to as "City Manager Reports." This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

ARTICLE VII -PUBLIC COMMENT AND PRESENTATIONS

7.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Santa Paula community, honors and recognitions for City staff for outstanding service or commitment to the City's mission and goals. Please Note: This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics. Subject to the discretion of the Mayor, all presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

7.2 Public Comment

At the beginning of any Legislative Body meeting the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "Public Comment" heading. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the Public Comment period or otherwise, and the Presiding Officer should handle such matters as provided in Section 7.3, below. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.3 Time Limitations

The time limit to speak for public comments is three minutes during a noticed public meeting, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article VIII. Notwithstanding these time limits, the Presiding Officer

has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally. For example, the Mayor may shorten the time limit to accommodate a lengthy agenda. Likewise, the Mayor may extend time if he or she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

The Legislative Body may also adopt reasonable regulations, including time limits, on public comments. Such regulations should be enforced fairly and without regard to speakers' viewpoints. The Legislative Body has discretion to modify its regulations regarding time limits on public comment if necessary.

7.4 Additional Procedures for Public Comment on Agenda Items

a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda. No speaker may comment on the same item during both the Public Comment period and at the time the item is heard later in the agenda.

b) Each member of the public addressing the Council must submit such written information as the Clerk/Secretary may request for the record, step to the podium, and give their name and address for the record. However, members of the public cannot be required to provide their name or other information as a condition of providing public comment.

c) When any identifiable group of persons, as distinguished from the general public, seeks to address the Council on the same agenda item, the Mayor has the discretion to ask that the group select a spokesperson to address the Council. If additional issues are to be presented at the hearing by any other member of such group, the Mayor may limit the number of persons to address the Council to avoid unnecessary repetition of information presented to the Council.

d) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

e) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

f) A member of the public addressing the Council may not speak on behalf of another member of the public (i.e. "comment by proxy") unless the person whom

a speaker is representing attends the meeting and submits his or her own comment card (or equivalent in the case of virtual meetings). Such represented person is not required to stay for the entire meeting.

7.5 Procedural Order for Individual Agenda Items

The procedural order for items of business appearing on the agenda at meetings of the Legislative Body may be as follows:

a) Introduction of item

b) Invite staff presentation.

c) Council invited to ask staff any questions or clarifications

d) Public comment

e) Mayor to ask staff if they have any closing comments and/or responses to public comments.

f) Council deliberation and discussion

g) Introduction of motion, second, further discussion if needed, vote.

After a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII -NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of the aforesaid City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the statute of limitations to challenge the validity of any action taken by the Legislative Body on such matter.

d) In all matters before a Legislative Body, whether a public hearing or otherwise, the Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-adjudicative and adjudicative proceedings involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

f) When there is a potential for conflict of interest or a due process concern that may impact a public hearing, Legislative Body members may contact the City Attorney. See Section 9.7 for provisions pertaining to City Attorney advice.

8.2 Continuance of Hearings

a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

b) When it is the decision of the Legislative Body to continue an item which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the continued hearing subject to the finding of the Presiding Officer that the testimony is redundant. If found to be redundant, the time allotted for testimony by the individual may be summarily reduced.

d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believes confusion may be created as to the time of the hearing.

8.3 Conduct of Hearings

a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant

evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. Written materials included and not included in the agenda packet are received and filed. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff, but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful. The applicant/representative usually speaks first and is limited to twenty (20) minutes, any portion of which can be used for rebuttal. The City Council may amend this time limit by consensus or majority vote depending on the complexity of the issues. Rebuttal occurs following the remainder of the public testimony.

c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons. All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

d) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

e) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

f) Members of the public are allowed to show videos, PowerPoint presentations or similar presentations provided such video or presentation is relevant to

the subject matter of the Legislative Body, is within the established time limit, and is provided to City staff 24 hours in advance of the meeting.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative or adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Legislative Body or with advocacy groups or special interests.

b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

8.5 Contributions and Recusal (Levine Act)

The Levine Act (Gov. Code § 84308) imposes certain disclosure and disqualification requirements on officers with regard to campaign contributions. The Levine Act applies only to a proceeding involving a license, permit, or other entitlement for use.[2] Previously, the Levine Act applied only to officers on appointed boards. With the passage of Senate Bill 1439[3] in 2022, the Levine Act now applies to officers serving on elected boards (such as the City Council) as well.[4]

---

[2]This is defined as "all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises." (Gov. Code § 84308(a)(5).)

[3]The Fair Political Practices Commission (FPPC), in response to several questions from the League of California Cities and other stakeholders, has adopted implementing regulations to clarify the ambiguous text of Senate Bill 1439 (SB 1439). (See Amended and New Regulations 18438, 18438.1, 18438.2, 18438.3, 18438.4, 18438.5, 18438.6, 18438.7, 18438.8) Further, a lawsuit challenging the constitutionality of SB 1439 (*Family Business Association of California, et al. v. Fair Political Practices Commission*, Case No. 34-2023-00335169-CU-MC-GDS), was brought and subsequently dismissed on June 16, 2023. It is not clear at this time whether the court's decision will be appealed.

[4]SB 1439 does not apply to contributions to members of elected bodies (the City Council) made during 2022.

a) Beginning January 1, 2023, elected and appointed members of Legislative Bodies may not participate in a proceeding involving a party's application for a license, permit, or other entitlement for use while the proceeding is pending and for 12 months after the final decision is made, if the officer has received a campaign contribution from that party, or the party's agent exceeding $250 in the aggregate.

b) This disqualification is also triggered by the receipt of a donation exceeding $250 from a "participant" in the decision, or a participant's agent, if the member knows or has reason to know that the participant has a financial interest in the decision. A "participant" in general means someone who is not the party but who actively supports or opposes the party's application for a license, permit, or other entitlement and who has a financial interest in the decision. A member aware of any of the following facts "has reason to know" of a participant's potential financial interest:

(i) The participant has an interest in property within 500 feet of the real property at issue in the proceeding;

(ii) The participant has an economic interest in a business entity that may see a significant increase or decrease in customers as a result of the proceeding; or

(iii) The participant has a business relationship with the applicant that may result in additional services provided to the applicant as a result of the proceeding.

c) The member also may not accept, solicit, or direct a contribution from a party, participant, or their agents (if the member knows or has reason to know of the participant's financial interest), exceeding $250 while the proceeding is pending and during the 12 months after the date of the final decision. If such a contribution is received during the 12 months after the final decision, the officer may "cure" the violation by returning the contribution, provided certain conditions are satisfied.

d) "Agent": An "agent" for purposes of this section shall mean a person who represents a party or participant for compensation and appears before or otherwise communicates with the Legislative Body for purposes of influencing the pending proceeding.

e) "Pending": For officers, a proceeding is "pending" when (1) the item is placed on the Legislative Body's agenda, or (2) it is reasonably foreseeable that the decision will come before the member and the member knows or has reason to know the decision is within the jurisdiction of the Legislative Body. For a party or participant, the proceeding is "pending" when it is before the City for action (i.e., when the application is filed). This means that once the application is filed, the party or participant may not make a contribution over $250. An officer who accepts the contribution, however, will not be at risk of violating the Levine Act if the officer does not know or have any reason to know about the proceeding.

f) Officers must take the following steps after learning that a disqualifying contribution was made:

(i) For contributions over $250 made before a final decision, a party, participant, and member who is disqualified pursuant to this section must disclose the contribution on the record of the proceeding. The member must then recuse him or herself from the proceeding unless the member takes the steps described in subparagraph 2 below.

(ii) The member may still participate in the proceeding if (i) he or she knew or should have known about the contribution and proceeding for fewer than 30 days; (ii) he or she discloses the disqualifying contribution on the record, and confirms the contribution in excess of $250 will be returned within 30 days from the time the member knew or should have known about the contribution and proceeding; and (iii) the contribution is returned within that timeframe.

ARTICLE IX -OFFICERS

9.1 Presiding Officer

a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution is not to continue beyond adjournment.

c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden.

9.1.1 Mayor and Vice-Mayor

a) Although a ceremonial position, the Mayor occupies the highest office in the municipal government and is expected to provide the leadership necessary to keep the city moving in the proper direction. Effective mayors act not only as leaders staking out policy positions, but also facilitators of effective teamwork. The Mayor shepherds the City through public meetings and in doing so must ensure the Council's important policy issues and long-term future concerns are fairly debated by the entire Council for the benefit of the public.

b) Each Member elected to the Council is equally qualified and deserving to hold the offices of Mayor and Vice Mayor and each Councilmember should be given ample opportunity to serve in one or both of these offices.

c) It is the express intention of the Council that as many Members as possible serve as Mayor and Vice Mayor as long as they are in good standing.

9.2 Representation of Legislative Body

a) The Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Mayor must be a member of the City Council and retains all powers of a Councilmember.

b) The Vice Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Vice Major must be a member of the City Council and retains all powers of a Councilmember.

c) Procedure for Mayoral election:

(i) The Clerk/Secretary will state the procedures for electing the Mayor and Vice Mayor.

(ii) The election of the Mayor will be conducted by the Clerk/Secretary or a designee.

(iii) The Clerk/Secretary will declare that the office of Mayor is vacant and that nominations are open.

(iv) Any member of the City Council may nominate any member of the City Council as Mayor, including him or herself. A second to a nomination is not required.

(v) Any member of the City Council may move to close the nominations at any time after all Councilmembers have had the opportunity to make a nomination. The motion requires a

second and must receive a vote of a majority of the City Council to pass.

(vi) After nominations have been closed, the Council can debate the nominations. After deliberations conclude, the Clerk/Secretary will call for the vote on the election of the Mayor.

(vii) The nominees will be voted on in the order the nominations were made.

(viii) The first Councilmember receiving the vote of a majority of the City Council is the Mayor and the election will be closed.

(ix) If no member of the City Council receives a majority vote, the Clerk/Secretary will re-open the nominations and conduct a new election until a Mayor is elected.

(x) The Councilmember appointed as Mayor must have been a member of the Council for approximately two years. In the absence of a Councilmember with sufficient tenure on the Council and absent disqualifying circumstances, priority should be given first to any Member who has not previously served as Mayor or Vice Mayor, and thereafter to the Member with the longest continuous service since last serving as Mayor or Vice Mayor.

d) Procedure for Vice-Mayoral Election.

The election of the Vice Mayor will be conducted in the same manner as the election of the Mayor, except that it is generally expected, although not mandatory, that the Vice Mayor should succeed to the office of Mayor.

e) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

9.3 Use of Letterhead.

Members of the City Council may use official City letterhead to correspond with other public officials and with consultants on matters of City business but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No other Legislative Body or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

9.4 Email Policy

a) Members of the Legislative Body are provided with City email accounts which must be utilized for the conduct of City business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Government Code § 7920.0000 et seq). Use of private email accounts for City business may also make them subject to disclosure.

b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs. When sending an email to provide such factual information, a member of the Legislative Body should advise all other members, "Please do not reply all to this email." Where a concern exists regarding whether an email complies with the Brown Act, the email can be forwarded to the City Manager or City Attorney for review.

c) In the event the entire Legislative Body is contacted about an issue on a weekday, for example, by letter or email, either the Presiding Officer or designee shall within 24 hours acknowledge receipt of the communication by replying: "We have received your [email/letter] dated _____. The City Council values your opinions. To avoid any risk of violating of the Brown Act, your [email/letter] has been forwarded to the [City Manager/City Attorney/appropriate staff]. If you have not heard from a City representative within _____ days, please contact the Mayor and/or City Manager."

9.5 Social Media Policy

a) The City Council, as the legislative body of the City of Santa Paula, hereby adopts the following policy regarding the private use of social media by its individual members. This policy is adopted, in part, in light of California Assembly Bill No. 992, effective January 1, 2021, which authorizes members of a legislative body to use social media to communicate with the public, subject to statutory exceptions.

b) The Council acknowledges that social media has become an integral channel of communication between individual members and the public. The Council appreciates that proper use of social media can serve many important functions, including: (1) building awareness and interest around the City (i.e., mission, services, projects, meetings, activities and events, etc.); (2) supplementing the rapid disbursement of emergency information; and (3) fostering civic pride and engagement within the community. The Council recognizes, however, that its members' use of social media must

be balanced against legal obligations with respect to transparency in the conduct of the people's business.[5] For these reasons, the following protocols will be followed.

c) Definitions

(i) City: the City of Santa Paula, California.

(ii) Councilmember and other public officials: any member of the City Council and any member of a City Council-appointed committee or other governing body of the City of Santa Paula

(iii) City business: information relating to the conduct of the public's business or communications concerning matters within the subject matter of the City's jurisdiction, including, but not limited to, pending or potential City projects, past or prospective City agenda items, or City budgets or expenditures involving City funds.

(iv) Open and accessible to the public: members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(v) Social media platforms: an online service that is open and accessible to the public. Examples include Snapchat, Instagram, Facebook, Twitter, blogs, TikTok and Reddit.

d) Public Records Act: Councilmembers and other public officials should be aware that their posts, comments, and responses about City business on social media platforms, whether on public or private pages, may be subject to disclosure under the Public Records Act.

e) First Amendment: Councilmembers and other public officials should also be aware that their private social media accounts may be transformed into public forums where members of the public may have First Amendment rights. In determining whether a private social media page has become a public forum, courts have examined factors including:

[5]E.g., the Brown Act requires that legislative bodies of public agencies deliberate and take action openly. (Gov. Code §§ 54950 et seq.). Additionally, communications regarding City business on private accounts may be subject to disclosure under the Public Records Act. (Gov. Code §§ 7920.0000 et seq.)

(i) How the public official is identified on the site (i.e., is she identified as "Mayor" or simply "Jane Doe"?);

(ii) How the page is titled (i.e., is the account registered as a governmental account or a private account?);

(iii) How the public official "invites" users to use the page (i.e., in cases in which the account was deemed a public one, the public official solicited the public's opinion on City matters);

(iv) Whether the public official is "transacting" City matters on the site (i.e., posting about matters before the City);

(v) Whether City employees help maintain and operate the site; and

(vi) Whether the public official uses the site to engage directly with the public (i.e., replying to constituent comments regarding City business).

f) Whether an account is private or public is fact-specific and depends on the totality of the circumstances. In some instances, courts have sided with plaintiffs in finding that public officials' use of their social media accounts have turned those sites into public forums.[6] For these reasons, Councilmembers shall comply with the following best practices:

(i) No use of City staff: Councilmembers and other public officials will not use City staff to help maintain their personal accounts on social media platforms.

(ii) Separate accounts; private page disclosure: Councilmembers and other public officials will keep all personal social media accounts separate from those of the City and other Councilmembers. To that end, Councilmembers and other public officials should include language that is substantially similar to the following on all personal pages: "This is my personal social media and is not intended as a forum to discuss City business."

(iii) Content moderation if potential public forum: If there are reasons to believe that a Councilmember or other public official's private social media page has turned into a public forum, the Councilmember or public official should not block

[6] See e.g., *Davison v. Randall* (4th Cir. 2019) 912 F.3d 666 [Court found that county board of supervisor's Facebook page had transformed into a public forum. As such, the court held that the supervisor violated the First Amendment when she blocked a member of the public from her page].

members of the public from the page or delete comments with which they disagree.

g) Brown Act: Councilmembers and other public officials may engage in separate conversations or communicate on social media platforms to answer questions, provide information to the public, or solicit information from the public regarding City business. In accordance with AB 992, Councilmembers and other public officials will not do either of the following on a social media platform:

(i) Discussion by a majority: Discuss City business with a majority of Councilmembers or, as applicable, with a majority of the relevant City Council-appointed committee or commission. That includes communicating, posting, sharing, commenting, or using digital icons (i.e., a thumbs up or an emoji); or

(ii) Direct responses: Respond directly to another Councilmember or other public official's communication, comment or post if the topic concerns City business.

h) Consequences: Failure of a Councilmember to abide by this policy, following its adoption, may result in censure by the Council.

9.6 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused, and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.7 City Manager

a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body, but shall have no vote. The City Manager, shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body and may present information relating to matters before the Legislative Body.

b) Consistent with Title 3, Section 31.08, Powers and Duties of the City Manager, of the Santa Paula Municipal Code, it shall be the duty of the City Manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits, and privileges granted by the Council are faithfully observed. Further, it shall be the duty of the City Manager to recommend to the Council for adoption such measures and ordinances he/she deems necessary and to prepare, submit and administer, after adoption by the City Council, the annual budget and salary plan. It shall be the duty of the

City Manager to keep the Council at all times fully informed as to the financial condition and needs of the city.

9.8 City Attorney

a) The City Attorney, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The City Attorney, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form and legality by the City Attorney. Contracts may be approved as to form and/or legality by the City Attorney when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the City Attorney for a ruling.

b) Any member of the Legislative Body may request from the City Attorney a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The City Attorney is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the City Attorney may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence any discussion with the City Attorney which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the City Attorney. The City Attorney shall not have an attorney-client relationship with individual councilmembers. The City Attorney is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law, including the Rules of Professional Responsibility promulgated by the State Bar.

c) The City Attorney has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the City Attorney to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question at issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the City Attorney. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the City Attorney the Legislative Body member wishes to participate in the decision making process with immunity from prosecution or enforcement, the City Attorney shall assist the Legislative

Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

d) [City Council Only]. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how widespread its opinion will be and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct City Attorney to file or join an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City-related interests such as, without limitation, the interests of employee organizations, law enforcement, or public safety.

(i) Upon receipt of the request, the City Attorney shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or City Attorney who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The City Attorney may otherwise place an amicus request on the agenda on his or her initiative.

(ii) In lieu of the foregoing process, where there is urgency to the matter, the City Attorney is authorized to undertake the filing of the letter or brief where (i) in the opinion of City Attorney the legal matter significantly affects the interests of the City, (ii) the City Attorney has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5000, and (iv) the City Attorney makes a written report of the action to the Legislative Body.

(iii) Approval given to City Attorney to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process

on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.9 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where recusal from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their recusal from the matter when it is first opened, and then shall set forth the reason for the recusal with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision, including inquiries and discussion with City staff. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely during the public comment period as an affected resident to state his/her opinion on how the matter impacts their disqualifying interests.

9.10 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of Government Code §1090 et seq. made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.11 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

ARTICLE X -DECORUM AND ORDER

10.1 Decorum and Order

a) The rules governing decorum and order in the governance of the City is attached hereto as Exhibit A (the "Code of Conduct"). The Code of Conduct describes the manner in which City Officials should treat one another, City staff, constituents, and others they come into contact with in representing the City of Santa Paula. The Code of Conduct is intended to advance the City's goals by providing efficient and high quality

services to City residents and a safe and productive work environment for the City's employees.

10.2 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer or the City Manager.

10.3 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned or impugned.

10.4 Disruptive Members of the Public

Members of the public have the right to criticize the Legislative Body and public officials, which may involve the use of profanity and other forms of expression. The public does not have the right to impede the orderly conduct of a public meeting. When a member of the public is disruptive, the Presiding Officer must warn the individual that their behavior is disrupting the meeting and their failure to stop their behavior may result in their removal. If the individual does not promptly cease the disruptive behavior, the Presiding Officer or their designee may order removal of the individual. "Disruptive behavior" means behavior that "actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting," including but not limited to: (1) behavior that violates one of the Legislative Body's regulations addressing the conduct of open meetings or any other law, or (2) behavior a reasonable observer would perceive as an actual threat to use force by that member of the public. (Government Code § 54957.95.) Removal of the disruptive person should only be used as a last resort.

ARTICLE XI -PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

a) City Council proceedings should be governed by common sense and good taste. Pursuant to applicable laws, including, without limitation, the Santa Paula Municipal Code, any issue of procedure relating to the conduct of a meeting or hearing not otherwise provided for in this Article XI may be determined by the Mayor, subject to a vote of the entire Council. In addition, the City Council may, upon majority vote, alter or modify any provision of this Article (hereinafter, "Rules") when appropriate or desirable.

b) These Rules are adopted to expedite the City Council' s business transactions in an orderly fashion and are procedural only. **Failure to strictly observe**

these Rules will not affect the Council's jurisdiction or invalidate any Council action conforming with applicable law.

c) Any provision of these Rules not governed by the Government Code or other applicable law may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be removed at any time by the same vote of members. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

11.2 Precedence of Motions

a) A motion may be debated by the Legislative Body after it is made. During debate, any member of the Legislative Body may "call for a second." If a second is not forthcoming, the motion dies for lack of a second. If the motion is seconded, the debate may continue.

b) When a motion is before the Legislative Body, no other motion may be considered except:

(i) Motion to Amend — (debatable only as it relates to the amendment)

An amendment which modifies the motion is in order. However, a substitute motion is in order if the intent is changed. Amendments are voted on first, and the main motion vote is last. A motion may be amended more than once with each amendment being voted on separately. There may only be one amending motion on the floor at any one time.

(ii) Motion to Postpone — (a motion to postpone indefinitely is debatable)

If such a motion is adopted, the principal question is lost. Motion to postpone to a definite time is subject to debate and amendment as it relates to propriety of the postponement and time set.

(iii) Motion to Table — (Undebatable and not subject to amendment)

The purpose of a motion to table is to temporarily bypass the item. If a motion to table is adopted, the item may be taken from the table at any time before the adjournment of the next regular meeting. If the item is not taken from the table in the time specified, the business of the item is lost.

(iv) Motion for Previous Question (Undebatable)

A motion for previous question closes debate on the main motion and is non-debatable. If motion fails, debate is reopened; if motion passes, then vote must be taken on the main motion.

11.3 Voting

a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

b) The order voting shall be random with the Mayor voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

c) During a collective vote (Ayes and Nays), silence of any Councilmember denotes an affirmative vote.

d) Any Councilmember has the right to enter into public record reasons for dissent or protests against any motion carried by the majority.

11.4 Votes Needed

a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing the issuance of these financial instruments requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

d) If a motion is lost on an ordinance or any motion when the legally required number of votes for passage is three (3), when two (2) members of the Legislative Body are absent, the matter will be automatically continued to the next regular meeting. In the case of an Urgency Ordinance, which requires a four-fifths vote to pass, a unanimous vote on a motion is required for passage when one (1) Councilmember is absent.

11.5 Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. The motion for reconsideration is debatable and has precedence over a pending motion. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. If the action to be reconsidered is a Public Hearing item, it must be re-noticed in the event the motion to reconsider passes. Where it is clearly established that all interested members of the public are still present, however, the item may be reconsidered without further notice. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.6 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case, the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body. A member of the Legislative Body may change his/her vote only if the change is made immediately following the announcement of the vote by the Presiding Officer and before the next agenda item is announced.

11.7 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. A member of the Legislative Body who publicly announces that he/she is abstaining from voting on a particular matter will not subsequently be allowed to withdraw the abstention. In the event of such a perceived conflict (as opposed to a legally-disqualifying conflict), the member is not required to leave the dais.

a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the City Attorney. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

11.8 Votes Of Members Previously Absent

a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member

affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

c) The foregoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.9 Appeals by Members of Legislative Body for Quasi-Adjudicatory Decisions

Except where otherwise provided, a member of the City Council may be deemed an interested person in any decision by a subordinate body and shall have standing to appeal to the City Council any decision by the subordinate body, or any determination made by any official of the City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be de novo. "De novo" means that the City Council decides the appeal without deference to the subordinate body's decision and decides the matter on appeal as if heard for the first time. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant, and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given.

11.10 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

11.11 Presentation of Evidence

a) Oral Evidence

Oral evidence may be taken on oath or affirmation if requested by the Legislative Body.

b) Exhibits and Documents

Documentary evidence, exhibits, written communications, and documents used and relied upon by the Legislative Body during meetings must be made part of the record.

c) Communications and Petitions

All communications and petitions must be read aloud either in full or in summary. A reading in full must be made at the request of a majority of the Legislative Body. All such communications and petitions may be placed into evidence at the discretion of the Legislative Body.

d) Staff Reports

A written staff report should be prepared and orally reviewed as part of the staff presentation. Such report is evidence and part of the record.

e) Large Maps and Displays

Large size maps and displays presented for use at the hearing should be displayed in full view of the Legislative Body. When practicable, such maps or displays, or their authentic reductions, will be placed into the record.

f) Admissible Evidence

A Public Hearing need not be conducted according to legal rules of evidence. Any evidence may be accepted if it is relevant and of the type which reasonable persons rely upon in conducting serious affairs. Irrelevant and unduly repetitious evidence will be excluded.

ARTICLE XII - MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe, or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' prior written notice thereof has been given to all Legislative Body members serving the City. Such notice shall identify the Section or Sections of the Manual proposed to be amended.

Exhibit A

CODE OF CONDUCT

CODE OF CONDUCT

This Code of Conduct is designed to describe the manner in which Councilmembers should treat one another, city staff, constituents, and others they come into contact with. Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect of each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

1.0 Council Conduct with One Another

a) Members of the Legislative Body should refer to one another formally during public meetings as Mayor, Vice Mayor or Councilmember followed by the individual's last name.

b) Difficult questions, though challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, members of the Legislative Body to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

c) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate. It is the responsibility of the Chair to keep the comments on track during public meetings. Members of the Legislative Body should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason.

d) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

e) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities, which disrupt, disturb or otherwise impede the orderly conduct of the Legislative Body meeting.

g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

h) The members of the Legislative Body shall not engage in communications between themselves during the Legislative Body meeting regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly-noticed agenda item. Legislative Body members should not leave the room during an agenda item.

i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

j) No Legislative Body member attending a meeting of another City commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

k) The Legislative Body may censure its own members for misconduct pursuant to Section 7.0, below.

2.0 Council Conduct with City Staff

a) Governance of a city relies on the cooperative efforts of elected officials, who set policy, and city staff, who implement and administer the Legislative Body's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

b) During meetings, City staff and employees shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed

to the Presiding Officer and not to any individual Legislative Body member or member of the public.

c) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, the City Attorney, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the City Attorney. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

d) Members of the legislative body should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Members of the legislative body must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.

e) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

3.0 Council Conduct with the Public

a) In Public Meetings, members of the Legislative Body should make every effort to make the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

b) Members of the Legislative Body should be fair and equitable in allocating public hearing time to individual speakers. The Presiding Officer will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Presiding Officer may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

c) Each speaker may only speak once during a public hearing unless a Member of the Legislative Body requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Presiding Officer reopens the public hearing for a limited and specific purpose.

d) It is disconcerting to speakers to have Members of the Legislative Body not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

e) Only the Presiding Officer, not individual Members of the Legislative Body, can interrupt a speaker during a presentation. However, an individual Member can ask the Presiding Officer for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

f) If speakers become flustered or defensive by questions, it is the responsibility of the Presiding Officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by individual Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. A Member's personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

g) Members of the Legislative Body should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

h) The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body.

i) Members of the Legislative Body will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise a particular action, or to promise City staff will do something specific (fix a pothole, plant new flowers in the median, etc.)

4.0 Council Conduct with Other Public Agencies

a) When any Member appearing before another governmental agency or organization to gives a statement on an issue, the Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

b) If the Member is representing the City, the Member must support and advocate the official City position on an issue, not a personal viewpoint.

c) If the Member is also a voting member on another organization's body whose position is different from the City, the Member should abstain from voting on the issue if it significantly impacts or is detrimental to the City's interest. Members of the

Legislative Body should be clear about which organizations they represent and inform the Mayor and Council of their involvement. If there is a chance another organization's position significantly impacts the City's interest, Members should consult the City Attorney.

5.0 Council Conduct with Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Qualified individuals who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a) If attending a Board or Commission meeting, be careful to only express personal opinions.

b) Councilmembers may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

c) Members of the Legislative Body should not contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for individual Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

d) The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Councilmembers, nor do Councilmembers have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

e) Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

6.0 Other Council Conduct While In Office.

Unless expressly stated otherwise in this section, each member of the City Council shall:

a) Safeguard the ability to make independent, objective, fair and impartial judgments by scrupulously avoiding financial and social relationships and transactions that may compromise, or give the appearance of compromising objectivity, independence and honesty.

b) Not deliberately lie or mislead the public, staff, or fellow Members, unless there is a good faith belief that full disclosure of facts would potentially violate the law.

c) Consider whether an action exceeds or appears to exceed authority of his or her office for personal or financial gain. When in doubt, avoid actions that create, in the mind of a reasonable observer, the appearance of impropriety, ethical lapses, legal violations or actions inconsistent with this Code of Conduct or the Manual.

d) Refrain from making unauthorized commitments or promises of any kind purporting to bind the City. Refrain from any gratuitous comments that may harm the City's position in litigation or potential litigation.

e) Refrain from using status as a public officeholder to influence the outcome of a community meeting. When attending as a resident, indicate when expressing personal opinions and refer questions related to City policies to the City Manager.

f) Utilize City resources, including but not limited to, equipment, supplies, staff time, telephones, computers and fax machines in a manner consistent with City policies, the Fair Political Practices Commission regulations and state laws.

g) Ensure that correspondence paid for with public funds or on City stationery must relate to bona fide City business and must not purport to advance or advocate a policy not previously approved by the City Council. No Member shall create or transmit any City correspondence without authorization from the City Council to serve as spokesperson for this purpose. Councilmembers may distribute City public information.

h) Legislative Body members are encouraged to notify the City Attorney when an employee communicates alleged misconduct by the City Manager.

i) Legislative Body members are encouraged to share with the City Manager information received that may be relevant to the best interests of the City.

7.0 Enforcement of Legislative Body Member Decorum During Meetings

a) When a Member disrupts a meeting by speaking out of turn or continually seeking the floor to rebut other Members who disagree, the Presiding Officer should first firmly but calmly remind the Member of the rules of procedure and decorum. If the Member continues to disrupt the meeting, the Presiding Officer's next step is to state, "The member is out of order and will not speak until called upon." If the behavior still persists, the Presiding Officer is to name the offender, describe the offender's unruly behavior, and instruct the City Clerk/Secretary to record the cited behavior or words in the minutes. A member of the Legislative Body may (but is not required to) then make a

motion to impose a penalty on the offending Member or the Presiding Officer may ask, "What penalty should be imposed on the member?" Possible motions that the Legislative Body can make include:

1. A motion that the member must apologize

2. A motion that the member must leave the chambers for the remainder of the meeting or for a shorter period of time to cool off.

If the Legislative Body wants the Member to leave the chambers while the penalty is discussed, this option must be presented in the form of a motion. If the Legislative Body does not ask the Member to leave during the discussion, the Member should be allowed to speak briefly in his or her defense. If the Member denies the charges, then the City Clerk/Secretary can read back what he or she has said or done. Expulsion from the meeting requires a two-thirds vote. At the request of a single Member, the vote must be taken by ballot.

b) The Santa Paula Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He or she shall carry out all orders and instructions given to him or her by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject the disruptive Member.

c) In the event the disruptive Member is the Presiding Officer, the Vice Chair shall carry out the enforcement of order and decorum as described in this section.

8.0 Censure of Legislative Body Members

a) It shall be a violation of this Code of Conduct for any sitting Member of a Legislative Body to violate any general law or regulation, and any rule, law, ordinance, or resolution of the City of Santa Paula. It shall also be a violation of this Code of Conduct for any sitting Member of a Legislative Body to violate a policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

b) Any violation of this Code of Conduct by a Legislative Body Member may be punished through the administration of a public censure of the member by the member's legislative body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a legislative body member's conduct.

c) A Legislative Body Member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation, if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

1. Only a sitting Member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

2. Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body Member with a copy delivered concurrently to the clerk/secretary by the member initiating the charge.

3. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. Which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all other Legislative Body members.

4. Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

d) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of charges to the Member and clerk/secretary. The hearing may not be continued except upon the absence from the meeting of a Member of the Legislative Body other than the Member bringing the charge or the member who is the subject of the charge.

e) The hearing shall be conducted in an open session by the presiding officer unless the presiding officer is a party to the action, in which case the vice chair or some other Member shall conduct the proceedings. The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

f) Passage of the motion for censure shall require a majority vote of the Members of the Legislative Body. The voting members shall not go into closed session for deliberation.

g) If the motion for censure does not pass, the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body Member for a period of one (1) calendar year from date of the vote. However, new proceedings may be commenced on the

same charges within the one (1) year period on the vote of 4 members of the five-member Legislative Body.

h) If the motion for censure does pass, such motion shall become a part of the public record, a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body Member. A censure can include:

1. Adoption of a resolution expressing disapproval of the conduct giving rise to the censure.

2. Removal from representing the Council at any activities where they might be designated by the Council as a representative of the City.

3. Removal or non-appointment of a Legislative Body Member from committees.

4. Removal or non-appointment of a Legislative Body Member from the offices of Mayor or Vice-Mayor.

ATTACHMENT B
(REDLINE)

Council & Legislative Body Manual of Procedural Guidelines (2023)

TABLE OF CONTENTS

Page

ARTICLE I - SCOPE 1

1.1 Application of Rules 1
1.2 Definitions 1

ARTICLE II - MEETINGS 2

2.1 Regular Meetings 2
2.2 Special Meetings 2
2.3 Emergency Meetings 3
2.4 Attendance 3
2.5 Study Sessions 3
2.6 Adjournment 3

ARTICLE III - NOTICE AND AGENDA 4

3.1 Notice and Agenda for Regular Meetings 4
3.2 Notice and Agenda for Special Meetings 4
3.3 Notice and Agenda for Adjourned Meetings 4
3.4 Affidavit of Posting 5

ARTICLE IV - CLOSED SESSIONS 5

4.1 Generally 5
4.2 Persons Authorized 6
4.3 Confidentiality 6
4.4 Public Reports 6

ARTICLE V - AGENDA CONTENTS 6

5.1 Preparation of Agendas 6
5.2 Description of Matters 7
5.3 Action Items 8
5.4 Resolutions 8
5.5 Ordinances (City Council Only) 9
5.6 Contracts and Agreements 9
5.7 Limitation of Actions by Agenda 10
5.8 Public Comment Period 10
5.9 Exceptions to Agenda Requirement for Action Taken 10
5.10 Minutes and Recordings 11

ARTICLE VI - ORDER OF BUSINESS 11

6.1 Order of Business 11
6.2 Call to Order 12
6.3 Consent Items 12
6.4 City Representatives and Advisory Bodies (City Council Only) 12
6.5 Budgets 14
6.6 Items from Members 14

TABLE OF CONTENTS
(continued)

Page

ARTICLE VII - PUBLIC COMMENT AND PRESENTATIONS 15

7.1 City Council Meeting Presentations 15
7.2 Public Comment 15
7.3 Time Limitations 15
7.4 Additional Procedures for Public Comment on Agenda Items 16
7.5 Procedural Order for Individual Agenda Items 17

ARTICLE VIII - NOTICED PUBLIC HEARINGS 17

8.1 Public Hearings; Notice; Fairness 17
8.2 Continuance of Hearings 18
8.3 Conduct of Hearings 18
8.4 Extra-Meeting Contacts on Matters Set for Public Hearing 20
8.5 Contributions and Recusal (Levine Act) 20

ARTICLE IX - OFFICERS 22

9.1 Presiding Officer 22

9.1.1 Mayor and Vice-Mayor 23

9.2 Representation of Legislative Body 23
9.3 Use of Letterhead. 24
9.4 Email Policy 25
9.5 Social Media Policy 25
9.6 Clerk/Secretary 28
9.7 City Manager 28
9.8 City Attorney 29
9.9 Conflicts of Interest 31
9.10 No Financial Interest in Contracts 31
9.11 Ethical Standards 31

ARTICLE X - DECORUM AND ORDER 31

10.1 Decorum and Order 31
10.2 Persons Authorized To Be Within Platform/Dais 32
10.3 Personal Privilege 32
10.4 Disruptive Members of the Public 32

ARTICLE XI - PARLIAMENTARY PROCEDURES 32

11.1 Procedures In Absence Of Rules 32
11.2 Precedence of Motions 33
11.3 Voting 34
11.4 Votes Needed 34
11.5 Reconsider 35
11.6 Tie Votes 35
11.7 Abstentions 36

TABLE OF CONTENTS
(continued)

Page

11.8 Votes Of Members Previously Absent 36
11.9 Appeals by Members of Legislative Body for Quasi-Adjudicatory Decisions 37
11.10 Findings and Decisions 37
11.11 Presentation of Evidence 37

ARTICLE XII - MISCELLANEOUS 38

12.1 Interpretation 38
12.2 Amendments 38

MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS

(Last amended: October 418, 2023)

ARTICLE I -SCOPE

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of the City of Santa Paula City Council and other constituent, governing bodies and commissions as authorized by Government Code § 36813.

This Manual rescinds and supersedes all prior City resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

City of Santa Paula Resolution No. 6023;
City of Santa Paula Resolution No. 6161;
City of Santa Paula Resolution No. 7264;
City of Santa Paula Resolution No. 7294; and
City of Santa Paula Resolution No. 7376.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

a) "Legislative Body" means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Santa Paula that is subject to the Brown Act (Government Code § 54950 et seq.). This includes the Santa Paula City Council, Planning Commission, Recreation Commission, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.

b) "Presiding Officer" means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council and the Chair of any Commission.

c) "Vice Chair" means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Vice Mayor in the case of the City Council and the Vice Chairperson of any Commission.

d) "Clerk/Secretary" means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances and Legislative Body

records. For example, the Clerk/Secretary refers to the City Clerk in the case of the City.

e) "City Attorney" means the legal advisor to the Legislative Body.

f) "City Manager" means the Chief Executive Officer of the City. The City Manager, or his/her designee, may also serve as the Personnel Officer pursuant to the City's Personnel Rules and Regulations, adopted May 16, 2005, as may be amended. The City Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the City.

g) "Non-Governing Bodies" means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act. An "ad hoc" committee is an advisory committee not subject to the Brown Act if it (1) consists solely of less than a quorum of its parent Legislative Body, (2) is composed solely of members of its parent Legislative Body, (3) has no continuing subject matter jurisdiction, and (4) does not have a meeting fixed by formal action of its parent Legislative Body.

h) "Sub-Legislative Bodies" means wholly advisory committees which are subject to the Brown Act. An advisory committee is subject to the Brown Act if it (i) is established by ordinance, resolution, or other formal action; or (ii) has a fixed regular meeting schedule; or (iii) has continuing subject matter jurisdiction over a non-temporary issue; or (iv) continues to conduct business in excess of 180 days; or (v) has a majority membership of officials from other Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954 et seq. The purpose of this Manual is to provide that the Legislative Bodies' procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies' business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II -MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meeting of the City Council will be held on the first and third Wednesday of each month at 6:30 p.m. in the Council Chambers at City Hall, or at such other times or locations as the Legislative Body may from time to time designate, in the order of adjournment, or in the notice of call of any special meeting. In the event a day of meeting shall be a legal holiday, said meeting shall be held on the next business day, unless otherwise specified by the Legislative Body.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means and method for calling such special meeting shall be as set forth in the Brown Act as it now exists in Government Code § 54956 or may hereafter be amended. The City Manager, when necessary for the purpose of conducting city business and the continuity of governance, may request the Presiding Officer to call a special meeting. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Emergency Meetings

An emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists. An "emergency" means:

a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law at Government Code § 54956.5, as may be amended.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. For example, three members of the City Council constitute a quorum. Less than a majority may meet at noticed public meetings to adjourn from time to time, or to compel the attendance of absent members. Any member who fails to attend all of the regular meetings of the Legislative Body for 60 days, unless such absences are excused, shall surrender the office and be deemed to have surrendered the office.[1]

2.5 Study Sessions

The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action

[1] This 60-day rule is based on Government Code § 36513(a).

with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

2.6 Adjournment

At 10:30 p.m., if business has not concluded, no new business will be considered unless by a majority vote the City Council agrees to begin new business. Items under consideration at 10:30 p.m. may be concluded. If a majority does not agree to begin new business, the remaining items will be postponed to the next City Council meeting.

ARTICLE III -NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted and send such notice to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted

at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. Should less than a quorum be in attendance, the Clerk/Secretary will list the attendees in the minutes. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. (Government Code § 54955.) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code § 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

ARTICLE IV -CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter

which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary may attend each closed session of the Legislative Body and keep and enter into a minute book a record of any reportable decisions made at the meeting.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 7 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or City Attorney shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Following closed session, the Presiding Officer or City Attorney shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and the vote or abstention of every member present.

Votes will be taken in closed session for those reportable actions identified in Government Code § 54957.1 including (1) approval of an agreement concluding real estate negotiations if Council's own approval renders the agreement final; (2) approval given to legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter into an amicus curiae; (3) approval given to legal counsel of a settlement of pending litigation, as defined in the Government Code § 54956.9, if

Council accepts a settlement offer signed by the opposing party; (4) a disposition reached as to claims if Council's action approves a monetary payment agreed upon by the claimant; (5) an action to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee (provided such action is within the scope of Council authority); and (6) approval of an agreement concluding labor negotiations if Council's own approval renders the agreement final.

ARTICLE V -AGENDA CONTENTS

5.1 Preparation of Agendas

a) **Agenda Posting**. Barring insurmountable difficulties, the agenda should ordinarily be delivered to the members of the City Council by 6:00 p.m. on Thursday preceding the City Council's regular Wednesday meeting. In the event of a Special Meeting, agendas should be delivered no less than 24 hours before the time set for the Special Meeting or as promptly as practicable, whichever is earlier. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

b) **Future Agenda Items – Not Time-Sensitive**. Any Legislative Body member may have placed on the agenda any business that should be deliberated upon in the future by the Legislative Body. Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall submit to the City Manager a request to place the matter on a future agenda by completing a City-provided form. The form must be submitted no later than the Monday before the agenda is delivered to members of City Council. Such Monday is referred to in this Section as the "Submittal Deadline." The form will at minimum require a description of the proposed matter for discussion and a requested future meeting date. The matter shall then be listed on the next agenda under "Items for Future Agendas" for discussion of whether it should be a future agenda item. The listing of the matter allows a discussion of whether a staff report should be prepared and the item brought back for consideration. Action to place the item on a future agenda for consideration requires a consensus and the absence of an objection. If there is an objection, the Mayor must call for a majority vote. The City Manager has discretion as to when the item will be placed on the agenda, unless otherwise directed by the City Council.

c) **Future Agenda Items – Time-Sensitive**. If a Legislative Body member does not become aware of a time-sensitive matter before the Submittal Deadline, the member may request by motion that the matter be placed on a future agenda during a meeting. The motion must be made during the portion of the meeting designated for "Items for Future Agendas." At least one other councilmember must second the motion, and if there is none, the item may be submitted using the procedure described in paragraph b), above. A matter is "time-sensitive" if direction or action from the City Council is needed within 45 days. When making the motion, the moving member must state the reason why the matter qualifies as time-sensitive.

d) Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body in consultation with the Mayor (except for any Commission where the responsibility may be assigned to the City Manager's designee), and may place matters on the agenda in accordance with the City Manager's evaluation of administrative priorities and resource capacities of City.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code §54954.2 and, where applicable, §54954.5. Matters may be designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

5.4 Resolutions

a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number,

and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional explanatory material it often recites) to facilitate such future reference and research.

b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the City Attorney to prepare a resolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shall be followed. All resolutions must be approved by the City Attorney or Deputy City Attorney.

5.5 Ordinances (City Council Only)

a) The City Council is the only Legislative Body empowered to legislate the Santa Paula Municipal Code by adoption of ordinances.

b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction and the second adoption. Unless a Councilmember requests a full reading, a proposed ordinance may be read in title only.

c) When read by title only, further reading of an ordinance may be waived by a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. (Government Code § 36934.)

d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council with the agenda packet for the meeting at which the ordinance is to be introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the Clerk/Secretary with the same formality as resolutions as described above in Section 5.4.

e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the City Council for passage pursuant to Government Code § 36937. If one member is absent in a five-member Council, an urgency ordinance must pass by

a unanimous vote. Urgency ordinances may be adopted either at a regular or special meeting. (Government Code § 36934.)

f) All ordinances must be approved by the City Attorney or Deputy City Attorney. No ordinance may be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, the City Manager, or prepared by the City Attorney on his/her own initiative.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act. (Government Code §§ 6250 through 6276.48.) All contracts and agreements must, before being placed on the Agenda, be approved as to form and legality by the City Attorney or Deputy City Attorney. Such approval must be indicated in the staff report.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

a) Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

b) Notices and agendas for special meetings must also give members of the public the opportunity to speak before or during consideration of an item on the agenda but need not allow members of the public an opportunity to speak on other matters within the jurisdiction of the legislative body.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

a) Upon a majority determination that an "emergency situation," which is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting.

For the purposes of this Subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this Subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

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

b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 2 years. (Government Code § 34090(d)). A recording may be deleted without the approval of the Legislative Body and City Attorney if reproduced in an electronic medium that does not allow alteration to the original and the reproduction is a true copy of archival quality kept in a safe and separate place for security purposes. (Government Code § 34090.5.) The Clerk/Secretary must provide to the public, without charge, equipment to review the record.

ARTICLE VI -ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows in accordance with the procedures specified in this Article VI:

a) Call to Order
b) Invocation
c) Flag Salute
d) Roll Call
e) Closed Session Report, if applicable.
f) Public Comment
g) Presentations
h) City Council Reports
i) City Manager Reports
j) Consent Calendar (See Section 6.3 below.)
k) Action Items
l) Items for Future Agendas
m) Adjournment

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. For example, items the City Manager believes will not require City Council discussion and are routine in nature as well as resolutions confirming action from a previous meeting which are brought back for approval of form rather than approval of action may be added as Consent Items. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be subject to public comment procedures in Article VII(Public Comment and Presentations). Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action.

Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the

meeting. During the meeting, the Clerk/Secretary may be asked to read Consent Items into the record for the purpose of informing the public on the subjects being considered. The following matters are not appropriate for the Consent Calendar:

a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

b) Any matter where the City Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

6.4 City Representatives and Advisory Bodies (City Council Only)

a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Appointees serve at the pleasure of the Council.

b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies, and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act. Such committees are referred to herein as "Sub-Legislative Bodies" and are made subject to the Brown Act pursuant to this Manual.

Advisory bodies and committees may take the following form:

(i) Ad Hoc Committees

The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease

to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

(ii) Standing Committees

The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

(iii) Sub-Legislative Bodies and Non-Governing Bodies shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of a majority of the Council.

(iv) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

c) Santa Paula Municipal Code §12.06, as may be amended, governs the appointment of members to City bodies, committees, boards, and commissions that assist City Council in conducting City business (e.g. the Recreation, Housing and Planning Commissions).

6.5 Budgets

The City Council shall have the power to approve the City budget. Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It

does not constitute an authorization for expenditures. With respect to any given expenditure, the applicable procedure shall be followed. Further, adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

6.6 Items from Members

a) There is a specific item on the agenda referred to as "City Council Reports" for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, or request that staff look into specific matters or similar matters. (See Section 5.1 regarding future agenda items if item requires Council action.) These matters may not be discussed, opined upon or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 7.2. No action may be taken on such matters without being placed on a subsequent agenda.

b) There is an agenda item referred to as "Items for Future Agendas." Matters are listed under this item pursuant to Section 5.1(b) or (c) where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared.

c) There is an agenda item referred to as "City Manager Reports." This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

ARTICLE VII -PUBLIC COMMENT AND PRESENTATIONS

7.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Santa Paula community, honors and recognitions for City staff for outstanding service or commitment to the City's mission and goals. Please Note: This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics. Subject to the discretion of the Mayor, all presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

7.2 Public Comment

At the beginning of any Legislative Body meeting the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter

jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "Public Comment" heading. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the Public Comment period or otherwise, and the Presiding Officer should handle such matters as provided in Section 7.3, below. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.3 Time Limitations

The time limit to speak for public comments is three minutes during a noticed public meeting, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article VIII. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally. For example, the Mayor may shorten the time limit to accommodate a lengthy agenda. Likewise, the Mayor may extend time if he or she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

The Legislative Body may also adopt reasonable regulations, including time limits, on public comments. Such regulations should be enforced fairly and without regard to speakers' viewpoints. The Legislative Body has discretion to modify its regulations regarding time limits on public comment if necessary.

7.4 Additional Procedures for Public Comment on Agenda Items

a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda. No speaker may comment on the same item during both the Public Comment period and at the time the item is heard later in the agenda.

b) Each member of the public addressing the Council must submit such written information as the Clerk/Secretary may request for the record, step to the podium, and give their name and address for the record. However, members of the public cannot be required to provide their name or other information as a condition of providing public comment.

c) When any identifiable group of persons, as distinguished from the general public, seeks to address the Council on the same agenda item, the Mayor has

the discretion to ask that the group select a spokesperson to address the Council. If additional issues are to be presented at the hearing by any other member of such group, the Mayor may limit the number of persons to address the Council to avoid unnecessary repetition of information presented to the Council.

d) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

e) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

f) A member of the public addressing the Council may not speak on behalf of another member of the public (i.e. "comment by proxy") unless the person whom a speaker is representing attends the meeting and submits his or her own comment card (or equivalent in the case of virtual meetings). Such represented person is not required to stay for the entire meeting.

7.5 Procedural Order for Individual Agenda Items

The procedural order for items of business appearing on the agenda at meetings of the Legislative Body may be as follows:

a) Introduction of item

b) Invite staff presentation.

c) Council invited to ask staff any questions or clarifications

d) Public comment

e) Mayor to ask staff if they have any closing comments and/or responses to public comments.

f) Council deliberation and discussion

g) Introduction of motion, second, further discussion if needed, vote.

After a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII -NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of the aforesaid City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the statute of limitations to challenge the validity of any action taken by the Legislative Body on such matter.

d) In all matters before a Legislative Body, whether a public hearing or otherwise, the Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-adjudicative and adjudicative proceedings involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

f) When there is a potential for conflict of interest or a due process concern that may impact a public hearing, Legislative Body members may contact the City Attorney. See Section 9.7 for provisions pertaining to City Attorney advice.

8.2 Continuance of Hearings

a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

b) When it is the decision of the Legislative Body to continue an item which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item,

the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the continued hearing subject to the finding of the Presiding Officer that the testimony is redundant. If found to be redundant, the time allotted for testimony by the individual may be summarily reduced.

d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believes confusion may be created as to the time of the hearing.

8.3 Conduct of Hearings

a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. Written materials included and not included in the agenda packet are received and filed. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff, but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful. The applicant/representative usually speaks first and is limited to twenty (20) minutes, any portion of which can be used for rebuttal. The City Council may amend this time limit by consensus or majority vote depending on the complexity of the issues. Rebuttal occurs following the remainder of the public testimony.

c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons. All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented

shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

d) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

e) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

f) Members of the public are allowed to show videos, PowerPoint presentations or similar presentations provided such video or presentation is relevant to the subject matter of the Legislative Body, is within the established time limit, and is provided to City staff 24 hours in advance of the meeting.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative or adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Legislative Body or with advocacy groups or special interests.

b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a

public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

8.5 Contributions and Recusal (Levine Act)

The Levine Act (Gov. Code § 84308) imposes certain disclosure and disqualification requirements on officers with regard to campaign contributions. The Levine Act applies only to a proceeding involving a license, permit, or other entitlement for use.[12] Previously, the Levine Act applied only to officers on appointed boards. With the passage of Senate Bill 1439[23] in 2022, the Levine Act now applies to officers serving on elected boards (such as the City Council) as well.[34]

a) Beginning January 1, 2023, elected and appointed members of Legislative Bodies may not participate in a proceeding involving a party's application for a license, permit, or other entitlement for use while the proceeding is pending and for 12 months after the final decision is made, if the officer has received a campaign contribution from that party, or the party's agent exceeding $250 in the aggregate.

b) This disqualification is also triggered by the receipt of a donation exceeding $250 from a "participant" in the decision, or a participant's agent, if the member knows or has reason to know that the participant has a financial interest in the decision. A "participant" in general means someone who is not the party but who actively supports or opposes the party's application for a license, permit, or other entitlement and who has a financial interest in the decision. A member aware of any of the following facts "has reason to know" of a participant's potential financial interest:

(i) The participant has an interest in property within 500 feet of the real property at issue in the proceeding;

(ii) The participant has an economic interest in a business entity that may see a significant increase or decrease in customers as a result of the proceeding; or

[12]This is defined as "all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises." (Gov. Code § 84308(a)(5).)

[23]The Fair Political Practices Commission (FPPC), in response to several questions from the League of California Cities and other stakeholders, has adopted implementing regulations to clarify the ambiguous text of Senate Bill 1439 (SB 1439). (See Amended and New Regulations 18438, 18438.1, 18438.2, 18438.3, 18438.4, 18438.5, 18438.6, 18438.7, 18438.8) Further, a lawsuit challenging the constitutionality of SB 1439 (*Family Business Association of California, et al. v. Fair Political Practices Commission*, Case No. 34-2023-00335169-CU-MC-GDS), was brought and subsequently dismissed on June 16, 2023. It is not clear at this time whether the court's decision will be appealed.

[34]SB 1439 does not apply to contributions to members of elected bodies (the City Council) made during 2022.

(iii) The participant has a business relationship with the applicant that may result in additional services provided to the applicant as a result of the proceeding.

c) The member also may not accept, solicit, or direct a contribution from a party, participant, or their agents (if the member knows or has reason to know of the participant's financial interest), exceeding $250 while the proceeding is pending and during the 12 months after the date of the final decision. If such a contribution is received during the 12 months after the final decision, the officer may "cure" the violation by returning the contribution, provided certain conditions are satisfied.

d) "Agent": An "agent" for purposes of this section shall mean a person who represents a party or participant for compensation and appears before or otherwise communicates with the Legislative Body for purposes of influencing the pending proceeding.

e) "Pending": For officers, a proceeding is "pending" when (1) the item is placed on the Legislative Body's agenda, or (2) it is reasonably foreseeable that the decision will come before the member and the member knows or has reason to know the decision is within the jurisdiction of the Legislative Body. For a party or participant, the proceeding is "pending" when it is before the City for action (i.e., when the application is filed). This means that once the application is filed, the party or participant may not make a contribution over $250. An officer who accepts the contribution, however, will not be at risk of violating the Levine Act if the officer does not know or have any reason to know about the proceeding.

f) Officers must take the following steps after learning that a disqualifying contribution was made:

(i) For contributions over $250 made before a final decision, a party, participant, and member who is disqualified pursuant to this section must disclose the contribution on the record of the proceeding. The member must then recuse him or herself from the proceeding unless the member takes the steps described in subparagraph 2 below.

(ii) The member may still participate in the proceeding if (i) he or she knew or should have known about the contribution and proceeding for fewer than 30 days; (ii) he or she discloses the disqualifying contribution on the record, and confirms the contribution in excess of $250 will be returned within 30 days from the time the member knew or should have known about the contribution and proceeding; and (iii) the contribution is returned within that timeframe.

ARTICLE IX -OFFICERS

9.1 Presiding Officer

a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution is not to continue beyond adjournment.

c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden.

9.1.1 Mayor and Vice-Mayor

a) Although a ceremonial position, the Mayor occupies the highest office in the municipal government and is expected to provide the leadership necessary to keep the city moving in the proper direction. Effective mayors act not only as leaders staking out policy positions, but also facilitators of effective teamwork. The Mayor shepherds the City through public meetings and in doing so must ensure the Council's important policy issues and long-term future concerns are fairly debated by the entire Council for the benefit of the public.

b) Each Member elected to the Council is equally qualified and deserving to hold the offices of Mayor and Vice Mayor and each Councilmember should be given ample opportunity to serve in one or both of these offices.

c) It is the express intention of the Council that as many Members as possible serve as Mayor and Vice Mayor as long as they are in good standing.

9.2 Representation of Legislative Body

a) The Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year.

(Santa Paula Municipal Code § 30.02.) The Mayor must be a member of the City Council and retains all powers of a Councilmember.

b) The Vice Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Vice Major must be a member of the City Council and retains all powers of a Councilmember.

c) Procedure for Mayoral election:

(i) The Clerk/Secretary will state the procedures for electing the Mayor and Vice Mayor.

(ii) The election of the Mayor will be conducted by the Clerk/Secretary or a designee.

(iii) The Clerk/Secretary will declare that the office of Mayor is vacant and that nominations are open.

(iv) Any member of the City Council may nominate any member of the City Council as Mayor, including him or herself. A second to a nomination is not required.

(v) Any member of the City Council may move to close the nominations at any time after all Councilmembers have had the opportunity to make a nomination. The motion requires a second and must receive a vote of a majority of the City Council to pass.

(vi) After nominations have been closed, the Council can debate the nominations. After deliberations conclude, the Clerk/Secretary will call for the vote on the election of the Mayor.

(vii) The nominees will be voted on in the order the nominations were made.

(viii) The first Councilmember receiving the vote of a majority of the City Council is the Mayor and the election will be closed.

(ix) If no member of the City Council receives a majority vote, the Clerk/Secretary will re-open the nominations and conduct a new election until a Mayor is elected.

(x) The Councilmember appointed as Mayor must have been a member of the Council for approximately two years. In the absence of a Councilmember with sufficient tenure on the Council and absent disqualifying circumstances, priority

should be given first to any Member who has not previously served as Mayor or Vice Mayor, and thereafter to the Member with the longest continuous service since last serving as Mayor or Vice Mayor.

d) Procedure for Vice-Mayoral Election.

The election of the Vice Mayor will be conducted in the same manner as the election of the Mayor, except that it is generally expected, although not mandatory, that the Vice Mayor should succeed to the office of Mayor.

e) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

9.3 Use of Letterhead.

Members of the City Council may use official City letterhead to correspond with other public officials and with consultants on matters of City business but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No other Legislative Body or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

9.4 Email Policy

a) Members of the Legislative Body are provided with City email accounts which ~~may~~must be utilized for the conduct of City business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Government Code § 7920.0000 et seq). Use of private email accounts for City business may also make them subject to disclosure.

b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs. When sending an email to provide such factual information, a member of the Legislative Body should advise all other members, "Please do not reply all to this email." Where a concern exists regarding whether an email complies with the Brown Act, the email can be forwarded to the City Manager or City Attorney for review.

c) In the event the entire Legislative Body is contacted about an issue on a weekday, for example, by letter or email, either the Presiding Officer or designee shall within 24 hours acknowledge receipt of the communication by replying: "We have received your [email/letter] dated _____. The City Council values your opinions. To avoid any risk of violating of the Brown Act, your [email/letter] has been forwarded to the [City Manager/City Attorney/appropriate staff]. If you have not heard from a City representative within _____ days, please contact the Mayor and/or City Manager."

9.5 Social Media Policy

a) The City Council, as the legislative body of the City of Santa Paula, hereby adopts the following policy regarding the private use of social media by its individual members. This policy is adopted, in part, in light of California Assembly Bill No. 992, effective January 1, 2021, which authorizes members of a legislative body to use social media to communicate with the public, subject to statutory exceptions.

b) The Council acknowledges that social media has become an integral channel of communication between individual members and the public. The Council appreciates that proper use of social media can serve many important functions, including: (1) building awareness and interest around the City (i.e., mission, services, projects, meetings, activities and events, etc.); (2) supplementing the rapid disbursement of emergency information; and (3) fostering civic pride and engagement within the community. The Council recognizes, however, that its members' use of social media must be balanced against legal obligations with respect to transparency in the conduct of the people's business.[45] For these reasons, the following protocols will be followed.

c) Definitions

(i) City: the City of Santa Paula, California.

(ii) Councilmember and other public officials: any member of the City Council and any member of a City Council-appointed committee or other governing body of the City of Santa Paula

(iii) City business: information relating to the conduct of the public's business or communications concerning matters within the subject matter of the City's jurisdiction, including, but not limited to, pending or potential City projects, past or prospective City agenda items, or City budgets or expenditures involving City funds.

[45] E.g., the Brown Act requires that legislative bodies of public agencies deliberate and take action openly. (Gov. Code §§ 54950 et seq.). Additionally, communications regarding City business on private accounts may be subject to disclosure under the Public Records Act. (Gov. Code §§ 7920.0000 et seq.)

(iv) Open and accessible to the public: members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(v) Social media platforms: an online service that is open and accessible to the public. Examples include Snapchat, Instagram, Facebook, Twitter, blogs, TikTok and Reddit.

d) Public Records Act: Councilmembers and other public officials should be aware that their posts, comments, and responses about City business on social media platforms, whether on public or private pages, may be subject to disclosure under the Public Records Act.

e) First Amendment: Councilmembers and other public officials should also be aware that their private social media accounts may be transformed into public forums where members of the public may have First Amendment rights. In determining whether a private social media page has become a public forum, courts have examined factors including:

(i) How the public official is identified on the site (i.e., is she identified as "Mayor" or simply "Jane Doe"?);

(ii) How the page is titled (i.e., is the account registered as a governmental account or a private account?);

(iii) How the public official "invites" users to use the page (i.e., in cases in which the account was deemed a public one, the public official solicited the public's opinion on City matters);

(iv) Whether the public official is "transacting" City matters on the site (i.e., posting about matters before the City);

(v) Whether City employees help maintain and operate the site; and

(vi) Whether the public official uses the site to engage directly with the public (i.e., replying to constituent comments regarding City business).

f) Whether an account is private or public is fact-specific and depends on the totality of the circumstances. In some instances, courts have sided with plaintiffs in finding that public officials' use of their social media accounts have turned

those sites into public forums.~~2~~[6] For these reasons, Councilmembers shall comply with the following best practices:

(i) No use of City staff: Councilmembers and other public officials will not use City staff to help maintain their personal accounts on social media platforms.

(ii) Separate accounts; private page disclosure: Councilmembers and other public officials will keep all personal social media accounts separate from those of the City and other Councilmembers. To that end, Councilmembers and other public officials should include language that is substantially similar to the following on all personal pages: "This is my personal social media and is not intended as a forum to discuss City business."

(iii) Content moderation if potential public forum: If there are reasons to believe that a Councilmember or other public official's private social media page has turned into a public forum, the Councilmember or public official should not block members of the public from the page or delete comments with which they disagree.

g) Brown Act: Councilmembers and other public officials may engage in separate conversations or communicate on social media platforms to answer questions, provide information to the public, or solicit information from the public regarding City business. In accordance with AB 992, Councilmembers and other public officials will not do either of the following on a social media platform:

(i) Discussion by a majority: Discuss City business with a majority of Councilmembers or, as applicable, with a majority of the relevant City Council-appointed committee or commission. That includes communicating, posting, sharing, commenting, or using digital icons (i.e., a thumbs up or an emoji); or

(ii) Direct responses: Respond directly to another Councilmember or other public official's communication, comment or post if the topic concerns City business.

h) Consequences: Failure of a Councilmember to abide by this policy, following its adoption, may result in censure by the Council.

[6] See e.g., *Davison v. Randall* (4th Cir. 2019) 912 F.3d 666 [Court found that county board of supervisor's Facebook page had transformed into a public forum. As such, the court held that the supervisor violated the First Amendment when she blocked a member of the public from her page].

9.6 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused, and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.7 City Manager

a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body, but shall have no vote. The City Manager, shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body and may present information relating to matters before the Legislative Body.

b) Consistent with Title 3, Section 31.08, Powers and Duties of the City Manager, of the Santa Paula Municipal Code, it shall be the duty of the City Manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits, and privileges granted by the Council are faithfully observed. Further, it shall be the duty of the City Manager to recommend to the Council for adoption such measures and ordinances he/she deems necessary and to prepare, submit and administer, after adoption by the City Council, the annual budget and salary plan. It shall be the duty of the City Manager to keep the Council at all times fully informed as to the financial condition and needs of the city.

9.8 City Attorney

a) The City Attorney, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The City Attorney, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form and legality by the City Attorney. Contracts may be approved as to form and/or legality by the City Attorney when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the City Attorney for a ruling.

b) Any member of the Legislative Body may request from the City Attorney a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be

approved by the City Manager or by a majority of the Legislative Body. The City Attorney is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the City Attorney may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence any discussion with the City Attorney which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the City Attorney. The City Attorney shall not have an attorney-client relationship with individual councilmembers. The City Attorney is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law, including the Rules of Professional Responsibility promulgated by the State Bar.

c) The City Attorney has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the City Attorney to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question at issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the City Attorney. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the City Attorney the Legislative Body member wishes to participate in the decision making process with immunity from prosecution or enforcement, the City Attorney shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

d) [City Council Only]. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how widespread its opinion will be and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct City Attorney to file or join an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City-related interests such as, without limitation, the interests of employee organizations, law enforcement, or public safety.

(i) Upon receipt of the request, the City Attorney shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or City Attorney who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The City Attorney may

otherwise place an amicus request on the agenda on his or her initiative.

(ii) In lieu of the foregoing process, where there is urgency to the matter, the City Attorney is authorized to undertake the filing of the letter or brief where (i) in the opinion of City Attorney the legal matter significantly affects the interests of the City, (ii) the City Attorney has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5000, and (iv) the City Attorney makes a written report of the action to the Legislative Body.

(iii) Approval given to City Attorney to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.9 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where recusal from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their recusal from the matter when it is first opened, and then shall set forth the reason for the recusal with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations and shall not otherwise make or participate in making the decision or in any way attempt to use his or her

official position to influence the decision, including inquiries and discussion with City staff. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely during the public comment period as an affected ~~citizen~~resident to state his/her opinion on how the matter impacts their disqualifying interests.

9.10 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of Government Code §1090 et seq. made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.11 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

ARTICLE X -DECORUM AND ORDER

10.1 Decorum and Order

a) The rules governing decorum and order in the governance of the City is attached hereto as Exhibit A (the "Code of Conduct"). The Code of Conduct describes the manner in which City Officials should treat one another, City staff, constituents, and others they come into contact with in representing the City of Santa Paula. The Code of Conduct is intended to advance the City's goals by providing efficient and high quality services to City residents and a safe and productive work environment for the City's employees.

10.2 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer or the City Manager.

10.3 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned or impugned.

10.4 Disruptive Members of the Public

Members of the public have the right to criticize the Legislative Body and public officials, which may involve the use of profanity and other forms of expression. The public does not have the right to impede the orderly conduct of a public meeting. When a member of the public is disruptive, the Presiding Officer must warn the individual that their behavior is disrupting the meeting and their failure to stop their behavior may result in their removal. If the individual does not promptly cease the disruptive behavior, the Presiding Officer or their designee may order removal of the individual. "Disruptive behavior" means behavior that "actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting," including but not limited to: (1) behavior that violates one of the Legislative Body's regulations addressing the conduct of open meetings or any other law, or (2) behavior a reasonable observer would perceive as an actual threat to use force by that member of the public. (Government Code § 54957.95.) Removal of the disruptive person should only be used as a last resort.

ARTICLE XI -PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

a) City Council proceedings should be governed by common sense and good taste. Pursuant to applicable laws, including, without limitation, the Santa Paula Municipal Code, any issue of procedure relating to the conduct of a meeting or hearing not otherwise provided for in this Article XI may be determined by the Mayor, subject to a vote of the entire Council. In addition, the City Council may, upon majority vote, alter or modify any provision of this Article (hereinafter, "Rules") when appropriate or desirable.

b) These Rules are adopted to expedite the City Council' s business transactions in an orderly fashion and are procedural only. **Failure to strictly observe these Rules will not affect the Council's jurisdiction or invalidate any Council action conforming with applicable law**.

c) Any provision of these Rules not governed by the Government Code or other applicable law may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be removed at any time by the same vote of members. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

11.2 Precedence of Motions

a) A motion may be debated by the Legislative Body after it is made. During debate, any member of the Legislative Body may "call for a second." If a second is not forthcoming, the motion dies for lack of a second. If the motion is seconded, the debate may continue.

b) When a motion is before the Legislative Body, no other motion may be considered except:

(i) Motion to Amend — (debatable only as it relates to the amendment)

An amendment which modifies the motion is in order. However, a substitute motion is in order if the intent is changed. Amendments are voted on first, and the main motion vote is last. A motion may be amended more than once with each amendment being voted on separately. There may only be one amending motion on the floor at any one time.

(ii) Motion to Postpone — (a motion to postpone indefinitely is debatable)

If such a motion is adopted, the principal question is lost. Motion to postpone to a definite time is subject to debate and amendment as it relates to propriety of the postponement and time set.

(iii) Motion to Table — (Undebatable and not subject to amendment)

The purpose of a motion to table is to temporarily bypass the item. If a motion to table is adopted, the item may be taken from the table at any time before the adjournment of the next regular meeting. If the item is not taken from the table in the time specified, the business of the item is lost.

(iv) Motion for Previous Question (Undebatable)

A motion for previous question closes debate on the main motion and is non-debatable. If motion fails, debate is reopened; if motion passes, then vote must be taken on the main motion.

11.3 Voting

a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

b) The order voting shall be random with the Mayor voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote the

Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

c) During a collective vote (Ayes and Nays), silence of any Councilmember denotes an affirmative vote.

d) Any Councilmember has the right to enter into public record reasons for dissent or protests against any motion carried by the majority.

11.4 Votes Needed

a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing the issuance of these financial instruments requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

d) If a motion is lost on an ordinance or any motion when the legally required number of votes for passage is three (3), when two (2) members of the Legislative Body are absent, the matter will be automatically continued to the next regular meeting. In the case of an Urgency Ordinance, which requires a four-fifths vote to pass, a unanimous vote on a motion is required for passage when one (1) Councilmember is absent.

11.5 Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. The motion for reconsideration is debatable and has precedence over a pending motion. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. If the action to be reconsidered is a Public Hearing item, it must be re-noticed in the event the motion to reconsider passes. Where it is clearly established that all interested members of the public are still present, however, the item may be reconsidered without further notice. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.6 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case, the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body. A member of the Legislative Body may change his/her vote only if the change is made immediately following the announcement of the vote by the Presiding Officer and before the next agenda item is announced.

11.7 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. A member of the Legislative Body who publicly announces that he/she is abstaining from voting on a particular matter will not subsequently be allowed to withdraw the abstention. In the event of such a perceived conflict (as opposed to a legally-disqualifying conflict), the member is not required to leave the dais.

a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the City Attorney. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

11.8 Votes Of Members Previously Absent

a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

c) The foregoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.9 Appeals by Members of Legislative Body for Quasi-Adjudicatory Decisions

Except where otherwise provided, a member of the City Council may be deemed an interested person in any decision by a subordinate body and shall have standing to appeal to the City Council any decision by the subordinate body, or any determination made by any official of the City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be de novo. "De novo" means that the City Council decides the appeal without deference to the subordinate body's decision and decides the matter on appeal as if heard for the first time. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant, and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given.

11.10 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

11.11 Presentation of Evidence

a) Oral Evidence

Oral evidence may be taken on oath or affirmation if requested by the Legislative Body.

b) Exhibits and Documents

Documentary evidence, exhibits, written communications, and documents used and relied upon by the Legislative Body during meetings must be made part of the record.

c) Communications and Petitions

All communications and petitions must be read aloud either in full or in summary. A reading in full must be made at the request of a majority of the Legislative Body. All such communications and petitions may be placed into evidence at the discretion of the Legislative Body.

d) Staff Reports

A written staff report should be prepared and orally reviewed as part of the staff presentation. Such report is evidence and part of the record.

e) Large Maps and Displays

Large size maps and displays presented for use at the hearing should be displayed in full view of the Legislative Body. When practicable, such maps or displays, or their authentic reductions, will be placed into the record.

f) Admissible Evidence

A Public Hearing need not be conducted according to legal rules of evidence. Any evidence may be accepted if it is relevant and of the type which reasonable persons rely upon in conducting serious affairs. Irrelevant and unduly repetitious evidence will be excluded.

ARTICLE XII - MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe, or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' prior written notice thereof has been given to all Legislative Body members serving the City. Such notice shall identify the Section or Sections of the Manual proposed to be amended.

Exhibit A
CODE OF CONDUCT

CODE OF CONDUCT

This Code of Conduct is designed to describe the manner in which Councilmembers should treat one another, city staff, constituents, and others they come into contact with. Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect of each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

1.0 Council Conduct with One Another

a) Members of the Legislative Body should refer to one another formally during public meetings as Mayor, Vice Mayor or Councilmember followed by the individual's last name.

b) Difficult questions, though challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, members of the Legislative Body to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

c) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate. It is the responsibility of the Chair to keep the comments on track during public meetings. Members of the Legislative Body should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason.

d) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

e) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities, which disrupt, disturb or otherwise impede the orderly conduct of the Legislative Body meeting.

g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

h) The members of the Legislative Body shall not engage in communications between themselves during the Legislative Body meeting regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly-noticed agenda item. Legislative Body members should not leave the room during an agenda item.

i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

j) No Legislative Body member attending a meeting of another City commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

k) The Legislative Body may censure its own members for misconduct pursuant to Section 7.0, below.

2.0 Council Conduct with City Staff

a) Governance of a city relies on the cooperative efforts of elected officials, who set policy, and city staff, who implement and administer the Legislative Body's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

b) During meetings, City staff and employees shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager

shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any individual Legislative Body member or member of the public.

c) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, the City Attorney, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the City Attorney. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

d) Members of the legislative body should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Members of the legislative body must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.

e) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

3.0 Council Conduct with the Public

a) In Public Meetings, members of the Legislative Body should make every effort to make the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

b) Members of the Legislative Body should be fair and equitable in allocating public hearing time to individual speakers. The Presiding Officer will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Presiding Officer may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

c) Each speaker may only speak once during a public hearing unless a Member of the Legislative Body requests additional clarification later in the process.

After the close of the public hearing, no more public testimony will be accepted unless the Presiding Officer reopens the public hearing for a limited and specific purpose.

d) It is disconcerting to speakers to have Members of the Legislative Body not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

e) Only the Presiding Officer, not individual Members of the Legislative Body, can interrupt a speaker during a presentation. However, an individual Member can ask the Presiding Officer for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

f) If speakers become flustered or defensive by questions, it is the responsibility of the Presiding Officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by individual Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. A Member's personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

g) Members of the Legislative Body should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

h) The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body.

i) Members of the Legislative Body will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise a particular action, or to promise City staff will do something specific (fix a pothole, plant new flowers in the median, etc.)

4.0 Council Conduct with Other Public Agencies

a) When any Member appearing before another governmental agency or organization to gives a statement on an issue, the Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

b) If the Member is representing the City, the Member must support and advocate the official City position on an issue, not a personal viewpoint.

c) If the Member is also a voting member on another organization's body whose position is different from the City, the Member should abstain from voting on the issue if it significantly impacts or is detrimental to the City's interest. Members of the Legislative Body should be clear about which organizations they represent and inform the Mayor and Council of their involvement. If there is a chance another organization's position significantly impacts the City's interest, Members should consult the City Attorney.

5.0 Council Conduct with Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Qualified individuals who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a) If attending a Board or Commission meeting, be careful to only express personal opinions.

b) Councilmembers may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

c) Members of the Legislative Body should not contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for individual Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

d) The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Councilmembers, nor do Councilmembers have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

e) Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

6.0 Other Council Conduct While In Office.

Unless expressly stated otherwise in this section, each member of the City Council shall:

a) Safeguard the ability to make independent, objective, fair and impartial judgments by scrupulously avoiding financial and social relationships and transactions that may compromise, or give the appearance of compromising objectivity, independence and honesty.

b) Not deliberately lie or mislead the public, staff, or fellow Members, unless there is a good faith belief that full disclosure of facts would potentially violate the law.

c) Consider whether an action exceeds or appears to exceed authority of his or her office for personal or financial gain. When in doubt, avoid actions that create, in the mind of a reasonable observer, the appearance of impropriety, ethical lapses, legal violations or actions inconsistent with this Code of Conduct or the Manual.

d) Refrain from making unauthorized commitments or promises of any kind purporting to bind the City. Refrain from any gratuitous comments that may harm the City's position in litigation or potential litigation.

e) Refrain from using status as a public officeholder to influence the outcome of a community meeting. When attending as a resident, indicate when expressing personal opinions and refer questions related to City policies to the City Manager.

f) Utilize City resources, including but not limited to, equipment, supplies, staff time, telephones, computers and fax machines in a manner consistent with City policies, the Fair Political Practices Commission regulations and state laws.

g) Ensure that correspondence paid for with public funds or on City stationery must relate to bona fide City business and must not purport to advance or advocate a policy not previously approved by the City Council. No Member shall create or transmit any City correspondence without authorization from the City Council to serve as spokesperson for this purpose. Councilmembers may distribute City public information.

h) Legislative Body members are encouraged to notify the City Attorney when an employee communicates alleged misconduct by the City Manager.

i) Legislative Body members are encouraged to share with the City Manager information received that may be relevant to the best interests of the City.

7.0 Enforcement of Legislative Body Member Decorum During Meetings

a) When a Member disrupts a meeting by speaking out of turn or continually seeking the floor to rebut other Members who disagree, the Presiding Officer should first firmly but calmly remind the Member of the rules of procedure and decorum. If the Member continues to disrupt the meeting, the Presiding Officer's next step is to state,

"The member is out of order and will not speak until called upon." If the behavior still persists, the Presiding Officer is to name the offender, describe the offender's unruly behavior, and instruct the City Clerk/Secretary to record the cited behavior or words in the minutes. A member of the Legislative Body may (but is not required to) then make a motion to impose a penalty on the offending Member or the Presiding Officer may ask, "What penalty should be imposed on the member?" Possible motions that the Legislative Body can make include:

1. A motion that the member must apologize

2. A motion that the member must leave the chambers for the remainder of the meeting or for a shorter period of time to cool off.

If the Legislative Body wants the Member to leave the chambers while the penalty is discussed, this option must be presented in the form of a motion. If the Legislative Body does not ask the Member to leave during the discussion, the Member should be allowed to speak briefly in his or her defense. If the Member denies the charges, then the City Clerk/Secretary can read back what he or she has said or done. Expulsion from the meeting requires a two-thirds vote. At the request of a single Member, the vote must be taken by ballot.

b) The Santa Paula Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He or she shall carry out all orders and instructions given to him or her by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject the disruptive Member.

c) In the event the disruptive Member is the Presiding Officer, the Vice Chair shall carry out the enforcement of order and decorum as described in this section.

8.0 Censure of Legislative Body Members

a) It shall be a violation of this Code of Conduct for any sitting Member of a Legislative Body to violate any general law or regulation, and any rule, law, ordinance, or resolution of the City of Santa Paula. It shall also be a violation of this Code of Conduct for any sitting Member of a Legislative Body to violate a policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

b) Any violation of this Code of Conduct by a Legislative Body Member may be punished through the administration of a public censure of the member by the member's legislative body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a legislative body member's conduct.

c) A Legislative Body Member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation, if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

1. Only a sitting Member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

2. Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body Member with a copy delivered concurrently to the clerk/secretary by the member initiating the charge.

3. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. Which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all other Legislative Body members.

4. Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

d) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of charges to the Member and clerk/secretary. The hearing may not be continued except upon the absence from the meeting of a Member of the Legislative Body other than the Member bringing the charge or the member who is the subject of the charge.

e) The hearing shall be conducted in an open session by the presiding officer unless the presiding officer is a party to the action, in which case the vice chair or some other Member shall conduct the proceedings. The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

f) Passage of the motion for censure shall require a majority vote of the Members of the Legislative Body. The voting members shall not go into closed session for deliberation.

g) If the motion for censure does not pass, the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body Member for a period of one (1) calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the one (1) year period on the vote of 4 members of the five-member Legislative Body.

h) If the motion for censure does pass, such motion shall become a part of the public record, a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body Member. A censure can include:

1. Adoption of a resolution expressing disapproval of the conduct giving rise to the censure.

2. Removal from representing the Council at any activities where they might be designated by the Council as a representative of the City.

3. Removal or non-appointment of a Legislative Body Member from committees.

4. Removal or non-appointment of a Legislative Body Member from the offices of Mayor or Vice-Mayor.

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 10/9/2023 9:19:46 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/40935224/9	
Modified DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/40935224/10	
Changes:	
Add	28
~~Delete~~	18
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	46

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES

Date: October 18, 2023

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year professional services agreement with each shortlisted, prequalified firm to provide on-call professional consulting services for FY 2023-2026, namely (1) Earth Systems Pacific; (2) Huitt Zollars, Inc.; (3) Jensen Design & Surveying, Inc.; (4) Overland, Pacific, & Cutler, LLC; (5) Pacific Coast Land Design, Inc.; (6) Water Systems Consulting, Inc.; (7) RMA Group; (8) Solved Engineering, Inc.; and (9) Union Materials Testing, Inc.
2. Authorize the City Manager or his designee to issue professional consulting services task orders in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per consultant, whichever is less.

BACKGROUND:

On April 18, 2023, the City invited firms to submit Statement of Qualifications (“SOQ”) for consideration to be included on the shortlist of prequalified firms to provide on-call professional consulting services. Firms were invited to submit qualifications for services related to: (1) Civil Engineering, (2) Project Management, (3) Construction Management, (4) Electrical Consulting and Engineering, (5) Subsurface Utility Engineering, (6) Mechanical Engineering (7) Traffic Engineering, (8) Water and Wastewater Consulting and Engineering, (9) Geotechnical, (10) Material Testing, (11) Environmental Consulting and Monitoring, (12) Right of Way, (13) Surveying, (14) Hydrology and Stormwater and (15) Landscape Architecture. Firms were allowed to submit SOQs for multiple service disciplines.

On June 21, 2023 City Council approved a shortlist of prequalified firms. The shortlisted consultants will provide professional consulting services for the City’s Capital Improvement Program and various projects as determined necessary by staff. When services are needed, City staff will select one or more firms from the shortlist and request task order proposals for the required services. Staff will make the determination by selecting the most qualified firm that will provide the best value for the City and the most substantiated ability to complete the work. The shortlist will be in place for a 3-year term, effective upon contract approval by Council. Because the City is a General Law City, some projects and services will be subject to

competitive proposals from consultants on the shortlist. The City, at its own discretion, and in compliance with funding source requirements will either select consultants from the shortlist or publish a project specific request for proposals open to all. Pre-qualification of professional consultants, together with the issuance of professional services agreements provides staff with an efficient means of procuring as-needed services from a list of capable and qualified professionals.

ANALYSIS:

Twenty-five (25) consulting firms were included in the shortlist approved by City Council on June 21, 2023. Staff has been and will be presenting and recommending Council approval and contract awards for multiple groups of consultants from the shortlist. The current consultants proposed for agreement approval, together with their associated service disciplines, are contained in Table 1 below. The professional services agreement for each consultant, together with related exhibits addressing submitted qualifications and compensation rate sheets, are referenced by Attachment in Table 1.

Table 1: On-Call Professional Consulting Firms and Service Disciplines

Attachment	Firms	Service Disciplines
1	Earth Systems	Geotechnical Engineering
2	Huitt Zollars	Civil Engineering
3	Jensen Design and Survey	Civil Engineering, Surveying
4	Overland, Pacific & Cutler (OPC)	Right of Way
5	Pacific Coast Land Design (PCLD)	Landscape Architecture
6	Water Systems Consulting (WSC)	Project and Construction Management, Water and Wastewater Engineering
7	RMA Group	Geotechnical Engineering and Materials Testing
8	Solved Engineering	Electrical Engineering
9	Union Materials Testing	Geotechnical Engineering and Materials Testing

Staff is committed to responsible financial stewardship. Staff will report regularly to Council on the projects covered by the contracts. In addition, staff will ensure that no task order is issued for a Capital Improvement Project (CIP) until the CIP is approved by City Council.

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:

Individual task orders with the City Manager's, or his designee's approval will be separately issued, reflecting negotiated scopes of work, cost estimates and schedules for projects and services that have been adopted for the respective fiscal year. The amount for each task order shall not exceed the adopted budget for each project or professional service. The cumulative total for all work orders shall not exceed $250,000 per fiscal for each consultant. A sample Task Order is included in Exhibit B of each Attachment and associated professional services agreement.

OPTIONS:

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

1. Do not approve the three-year professional services agreements to provide on-call professional consulting services. This would result in continuing inefficiencies and delays in completing approved capital improvement projects, as well as addressing as-needed consulting services. Staff would be required to individually procure and review consultant proposals multiple times on multiple projects from firms that would have otherwise been pre-qualified to provide professional consulting services.

ATTACHMENTS:

Attachment 1 Earth Systems Pacific.pdf
Attachment 2 Huitt-Zollars, Inc..pdf
Attachment 3 Jensen Design & Surveying, Inc..pdf
Attachment 4 Overland, Pacific & Cutler LLC.pdf
Attachment 5 Pacific Coast Land Design, Inc..pdf
Attachment 6 Water Systems Consulting, Inc..pdf
Attachment 7 - RMA Group 3-Year Oncall Agreement.pdf
Attachment 8 - Solved Engineering Inc 3-Year Oncall Agreement.pdf
Attachment 9 -Union Materials Testing Inc 3-Year Oncall Agreement - Initial.docx.pdf

Attachment 1

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND EARTH SYSTEMS PACIFIC

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES BETWEEN
CITY OF SANTA PAULA
AND
EARTH SYSTEMS PACIFIC

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Earth Systems Pacific, a California Corporation, with its principal place of business at 5917 Olivas Park Drive, Suite F, Ventura CA 93006 ("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 geotechnical engineering and material testing 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 On-call Engineering and Professional Consulting Services 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 geotechnical engineering and material testing consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference (“Services”). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30,

2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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: Anthony Mazzei, PE.

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

3.3.6 Consultant's Representative. Consultant hereby designates Anthony Mazzei, 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 Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. 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, to the extent caused by any negligent acts, errors or omissions or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and reasonable 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: Earth Systems Pacific
5917 Olivas Park Drive, Suite F
Ventura, CA 93003
ATTN: Anthony Mazzei, Managing Principal

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Work Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall

indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND EARTH SYSTEMS PACIFIC

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

EARTH SYSTEMS PACIFIC

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____	_____	_____	_____
Clete Saunier, **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**	**Date**

_____	_____
Dan Singer, **City Manager**	**Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

EARTH SYSTEMS
5917 Olivas Park Drive, Suite F | Ventura, CA 93003 | (805) 642-6727 | www.earthsystems.com

2023 – 2025 FEE SCHEDULE

City of Santa Paula On-Call Professional Services

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate
Principal Professional	$225.00	$230.00	$235.00
Associate Professional	$215.00	$220.00	$225.00
Senior Professional	$200.00	$205.00	$210.00
Project Professional	$180.00	$185.00	$190.00
Staff Professional	$160.00	$165.00	$170.00
Special Inspector Prevailing Wage*	$135.00	$140.00	$145.00
Technical Assistant	$130.00	$135.00	$140.00
Technician Prevailing Wage*	$120.00	$125.00	$130.00
Special Inspector	$110.00	$115.00	$120.00
Technician	$100.00	$105.00	$110.00
Clerical/Administrative	$90.00	$95.00	$100.00

*Technician/Inspector Classification as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field Technician services for non-prevailing wage projects on regular workdays will be subject to a 2-hour minimum charge and billed in 2-hour increments. Special inspections services and all prevailing wage project services will be subject to a 4-hour minimum charge and billed in 4-hour increments. Hourly charges will accumulate on a portal-to-portal basis. Work performed on weekends, holidays, and when work starts outside of regular business hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
2. The prevailing wage rates presented above are based on current rates established at the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the charge. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Nuclear gauge charge $13.50/hour
4. Mileage zone charge (portal to portal): $25 within 10 miles, $50 within 20 miles, $75 within 30 miles, $100 within 40 miles, $125 within 50 miles. For more remote sites, a quote can be provided.
5. Subcontractors and other expenses will be charged at cost plus 20 percent.
6. Out of town travel and expenses will be charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
7. Minimum report charge: $250. Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
8. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
9. Fees for depositions, hearings, and/or court appearances (as Expert Witness) are listed on a supplemental fee schedule.
10. Due to State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects, a fee of $90 per project will be assessed twice a month.
11. Payments using credit card will be assigned a 3% convenience fee.
12. Rates are effective through December 31, 2023. An annual escalation rate of 3 percent will be applied to hourly rates for professional staff and non-prevailing wage services; rate increases for prevailing wage services will be based upon determinations by the State of California Department of Industrial Relations.

2023 – 2025 FEE SCHEDULE - MATERIALS TESTING

City of Santa Paula On-Call Professional Services

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2"– 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add $20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

	2023	2024	2025
Atterberg Limits/Plasticity Index (ASTM D 4318):	$255.00	$260.00	$265.00
California Bearing Ratio, 3 points (ASTM D 1883)	$755.00	$785.00	$790.00
California Impact (CT 216)	$280.00	$285.00	$290.00
Consolidation, one dimensional (ASTM D 2435)	$255.00	$260.00	$265.00
Consolidation, Timed, Per Point	$105.00	$110.00	$115.00
Corrosivity Tests	$205.00	$210.00	$215.00
Direct Shear, 3 points (ASTM D 3080)	$410.00	$415.00	$420.00
Expansion Index Test (ASTM D 4829)	$225.00	$230.00	$235.00
Hydrocollapse Potential Test (ASTM D 5333)	$155.00	$160.00	$165.00
Long Hydrometer Analysis, assume specific gravity, with 200 wash	$305.00	$310.00	$315.00
Maximum Density and Optimum Moisture: 4" Mold (ASTM D 1557	$305.00	$310.00	$315.00
Maximum Density and Optimum Moisture: 6" Mold (ASTM D 1557)	$355.00	$360.00	$365.00
Moisture and Unit Weight Determination, from Ring Samples	$45.00	$50.00	$55.00
Moisture Only (ASTM D 2216)	$35.00	$40.00	$45.00
Permeability Tests, Constant Head or Falling Head	Per Quote		
R-Value (ASTM D 2844, CT 301)	$350.00	$355.00	$360.00
Sand Equivalent (ASTM D 2419, CT 217)	$170.00	$175.00	$180.00
Short Hydrometer Analysis, assumed specific gravity, with 200 wash	$205.00	$210.00	$215.00
Sieve Analysis, Aggregate Base/Subbase	$155.00	$160.00	$165.00
Sieve Analysis with 200 wash (ASTM D 1140, CT 202)	$205.00	$215.00	$220.00
Sieve Analysis, Oversize Material	Per Quote		
Specific Gravity (ASTM D 854)	$180.00	$185.00	$190.00
Swell Test, Undisturbed	$210.00	$215.00	$220.00
Swell Test, Remolded	$235.00	$240.00	$245.00
Unconfined Compressive Strength, Untreated (ASTM D 2166)	$180.00	$185.00	$190.00
Unconfined Compressive Strength, Lime or Cement Treated Material	$505.00	$510.00	$515.00

MATERIALS LABORATORY TESTING FEES

An additional hourly charge ($100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples.All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of $25.

AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions (Small Size Aggregate)	$305.00	$310.00	$315.00
Abrasion, L.A. Rattler, 100 and 500 revolutions (Large Size Aggregate)	$565.00	$570.00	$575.00
Absorption, Coarse Aggregate (ASTM C 127, CT 206)	$105.00	$110.00	$115.00
Absorption, Fine Aggregate (ASTM C 128, CT 207)	$155.00	$160.00	$165.00
Clay Lumps and Friable Particles in Aggregate	$115.00	$120.00	$125.00
Cleanness Value of Coarse Aggregate	$155.00	$160.00	$165.00

2023 – 2025 FEE SCHEDULE - MATERIALS TESTING – Continued

City of Santa Paula On-Call Professional Services

AGGREGATE-Continued	**2023**	**2024**	**2025**
Crushed Particles, Each Size	$155.00	$160.00	$165.00
Durability Index, Coarse or Fine Aggregate	$205.00	$210.00	$215.00
Flat and Elongated Particles in Aggregate	$115.00	$120.00	$125.00
Organic Impurities in Fine Aggregate	$105.00	$110.00	$115.00
Potential Reactivity of Aggregate by Chemical Method, Each Size			Per Quote
Sieve Analysis, Washed	$215.00	$220.00	$225.00
Soundness, Sodium Sulfate, 5 Cycles	$505.00	$515.00	$520.00
Specific Gravity, Coarse Aggregate	$155.00	$160.00	$165.00
Specific Gravity, Fine Aggregate	$155.00	$160.00	$165.00
Uncompacted Void Content of Fine Aggregate, Includes Angularity	$285.00	$290.00	$295.00
Unit Weight of Aggregate	$155.00	$160.00	$165.00

CONCRETE CYLINDERS, BEAMS AND CORES			
Compression Test of Cast Cylinders	$40.00	$45.00	$50.00
Compression Test of Cored Samples, Cored at Laboratory	$80.00	$85.00	$90.00
Compression Test of Cores Delivered by Others	$75.00	$80.00	$85.00
Compression Test of Lightweight Concrete	$50.00	$55.00	$60.00
Grading of Shotcrete Cores, does not include coring	$105.00	$110.00	$115.00
Density of Concrete Cylinders	$80.00	$85.00	$90.00
Density of Hardened Concrete	$110.00	$115.00	$120.00
Flexural Strength, Simple Beam with Third Point Loading	$185.00	$190.00	$195.00
Shrinkage of Beams, set of 3	$415.00	$420.00	$425.00
Unit Weight of Lightweight Concrete	$135.00	$140.00	$145.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam	$70.00	$75.00	$80.00

MASONRY			
Absorption of Block, Set of 3	$170.00	$175.00	$180.00
Compression Test, 2" x 4" Mortar Cylinders	$50.00	$55.00	$60.00
Compression Test, 3" x 3" x 6" Grout Samples	$50.00	$55.00	$60.00
Compression Test on Block, Set of 3	$170.00	$175.00	$180.00
Compression Test on Grouted Prisms, Includes Cutting	$305.00	$310.00	$315.00
Compression Test on Masonry Cores	$85.00	$90.00	$95.00
Coring of Grouted Masonry by Subcontractor			cost +20%
Masonry Shrinkage, Set of 3	$240.00	$245.00	$250.00
Moisture Content of Block as Received, Set of 3	$105.00	$110.00	$115.00
Shear Test on Masonry Cores, 2 faces	$180.00	$185.00	$195.00
Specific Gravity and Unit Weight of Block, Set of 3	$100.00	$105.00	$110.00
Unit Weight of Block, set of 3	$170.00	$175.00	$180.00
Coring of Grouted Masonry by Subcontractor			cost + 10%
Enviro Recycling Fee, Per Masonry Prism	$3.00	$4.00	$5.00
Enviro Recycling Fee, Per Mortar or Grout Sample	$3.00	$4.00	$5.00

ASPHALTIC CONCRETE			
Bulk Specific Gravity of Compacted Specimens and Core Samples	$55.00	$60.00	$65.00
Compaction of AC, CA Kneading Compactor, Set of 3	$405.00	$410.00	$415.00
Extraction of Oil from AC Mixtures	$255.00	$260.00	$265.00
Extraction of Oil from Rubberized Mixtures	$320.00	$325.00	$330.00
Gyratory Compactor, Per Set of Field Mixed Asphalt	$505.00	$510.00	$515.00

2023 – 2025 FEE SCHEDULE - MATERIALS TESTING – Continued

City of Santa Paula On-Call Professional Services

ASPHALTIC CONCRETE-Continued	**2023**	**2024**	**2025**
Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt	$755.00	$760.00	$765.00
Hazardous Waste Handling Charge for Extracted Oils	$35.00	$40.00	$45.00
Ignition Oven Binder Content Correction Value, per mix	$855.00	$860.00	$865.00
Ignition Oven Binder Content after initial correction value	$175.00	$180.00	$185.00
Ignition Oven Gradation Correction Value, Per Mix Design			Per Quote
Ignition Oven Gradation Correction after initial correction value	$275.00	$280.00	$285.00
Moisture Content	$45.00	$50.00	$55.00
Sieve Analysis of Extracted Aggregate	$215.00	$220.00	$225.00
Specific Gravity, Theoretical Maximum, Rice Method	$155.00	$160.00	$165.00
Stabilometer, Hveem S-Value, Set of 3	$180.00*	$185.00*	$190.00*
Enviro Recycling Fee, Per Sample	$3.00	$4.00	$5.00
Enviro Recycling Fee for Extracted Oils	$50.00	$55.00	$60.00

* Fee assumes CT 308 is run concurrently

MISCELLANEOUS TESTING AND EQUIPMENT CHARGES (Does Not Include Personnel)			
Anchor Pull Test Equipment (Per Day)	$155.00	$160.00.	$165.00
High Strength Bolt, Nut, Washer Testing			Per Quote + 10%
Hand Auger/Sampler Equipment (Per Day)	$80.00	$85.00	$90.00
Manometer (Liquid Level) Survey Equipment (Per Day)	$155.00	$160.00	$165.00
Nuclear Gauge (Hourly Rate)	$13.50	$14.50	$15.50
Rebound Hammer (Schmidt Hammer) (Per Day)	$80.00	$85.00	$90.00
Pachometer (Per Day)	$205.00	$210.00	$215.00
Reinforcing Steel Tensile and Bend Test, No. 3 – No.9 Bars	$180.00	$185.00	$190.00
Reinforcing Steel Tensile and Bend Test, No. 10 Bars and larger			Per Quote + 10%
Skidmore Bolting Calibration Equipment (Per Day)	$255.00	$260.00	$265.00
Torque Wrench	$80.00	$85.00	$90.00
Per Diem			Cost +10%
DIR Compliance/eCPR, (Per Hour)	$90.00	$95.00	$100.00
DSA Box Posting, (Per Week)	$90.00	$95.00	$100.00

Non-Prevailing Wage

Classification	2023	2024	2025
Principal Professional	$294.88	$303.73	$312.84
Associate Professional	$217.48	$224.01	$230.73
Senior Professional	$211.42	$217.77	$224.30
Project Professional	$166.04	$171.01	$176.15
Staff Professional	$164.85	$169.79	$174.88
Special Inspector	$127.35	$131.17	$135.11
Technician	$98.79	$101.76	$104.81
Clerical/Administrative	$90.09	$92.79	$95.58

Prevailing Wage

Classification	2023	2024	2025
Technician(S221 G1)	$246.71	$259.04	$272.00
Special Inspector(S221 G2)	$253.32	$265.99	$279.29

Prevailing Wage Classifications calculated per DIR regulations

Attachment 2

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND HUITT-ZOLLARS, INC.

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
HUITT-ZOLLARS, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Huitt-Zollars Inc, a Texas Corporation authorized to do business in California ("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 Civil Engineering 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 On-Call Engineering and Professional Consulting Services 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 Civil Engineering consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-

year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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: Kevin Carter, Vice President.

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

(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

satisfactory to the City, approval of which will not be unreasonably withheld), 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: Huitt-Zollard, Inc
90 E. Thousand Oaks Blvd Suite 201
Thousand Oaks, CA 91360-5757
ATTN: Kevin Carter, Vice president

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND HUITT-ZOLLARS, INC

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

HUITT-ZOLLARS, INC

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

By: _____

Its: Vice President / Principal

Printed Name: Kevin C. Carter, P.E.

By: _____

Its: John Anthony Scaebee, P.E.
Sr. Vice President & Secretary

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____	_____	_____	_____
Clete Saunier, **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**	**Date**

_____	_____
Dan Singer, **City Manager**	**Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

HUITT ZOLLARS

Southern California

2023
HOURLY RATE SHEET

Engineering/Architecture

Principal	$ 325.00
Sr. Project Manager	$ 300.00
Design Principal	$ 260.00
QA Manager	$ 250.00
Project Manager	$ 250.00
Sr. Civil Engineer	$ 240.00
Sr. Structural Engineer	$ 270.00
Sr. Mechanical Engineer	$ 250.00
Sr. Electrical Engineer	$ 225.00
Civil Engineer	$ 185.00
Structural Engineer	$ 195.00
Mechanical Engineer	$ 180.00
Electrical Engineer	$ 180.00
Plumbing Engineer	$ 180.00
EIT	$ 160.00
Sr. Architect	$ 215.00
Sr. NL Architectural Staff	$ 200.00
Architect	$ 200.00
Architect Intern 3	$ 175.00
Architect Intern 2	$ 135.00
Architect Intern 1	$ 120.00
Sr. Landscape Architect	$ 225.00
Landscape Architect	$ 160.00
Landscape Architect Intern	$ 120.00
Sr. Designer	$ 195.00
Designer	$ 160.00
Sr. CADD Technician	$ 145.00
CADD Technician	$ 120.00

Interior Design

Sr. Interior Designer	$ 170.00
Interior Designer	$ 120.00
Interior Designer Intern	$ 105.00

Survey

Survey Manager	$ 280.00
Sr. Project Surveyor	$ 220.00
Project Surveyor	$ 155.00
Survey Technician	$ 125.00

Survey Crews

1-Person Survey Crew	$ 200.00
2-Person Survey Crew	$ 305.00
3-Person Survey Crew	$ 395.00

Construction

Construction Manager	$ 180.00
Resident Engineer	$ 165.00
Inspector/Owner's Representative	$ 130.00
Sr. Project Representative	$ 125.00
Resident Project Representative	$ 100.00

Administrative

Sr. Project Support	$ 120.00
Project Support	$ 110.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Attachment 3

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND JENSEN DESIGN & SURVEYING, INC.

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
AND
JENSEN DESIGN & SURVEYING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Jensen Design & Surveying, Inc., a California Corporation, with its principal place of business at 1672 Donlon Street, Ventura, CA 93003 ("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 civil engineering and surveying 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 On-Call Engineering and Professional Consulting Services 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 civil engineering and surveying consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms.***] The Parties may, by mutual, written consent, extend the term of this Agreement if

necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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:Kinsey Hensley, Vice President –Engineering Services.

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and

approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must

include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: Jensen Design & Surveying, Inc.1672 Donlon StreetVentura, CA 93003
ATTN: Kinsey Hensley, Vice Present – Engineering Services

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND JENSEN DESIGN & SURVEYING, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

JENSEN DESIGN & SURVEYING, INC.

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

By: Donald M Jensen

Its: President

Printed Name: Donald M Jensen

By: Lynn D Gray

Its: Treasurer

Printed Name: Lynn D. Gray

EXHIBIT "A"

SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

Clete Saunier, **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**

Dan Singer, **Date**

EXHIBIT "C"
COMPENSATION

5.0 HOURLY RATE SCHEDULE

FEE SCHEDULE & BILLING TERMS

BILLING RATES EFFECTIVE JUNE 1, 2023

Fee charges are based on the staff level involved at the following rates:

ENGINEERING:

PRINCIPAL ENGINEER, CEO/PRESIDENT	$ 240 /hr.
V.P. OF ENGINEERING	$ 215 /hr.
SENIOR CIVIL ENGINEER II	$ 205 /hr.
SENIOR CIVIL ENGINEER I	$ 190 /hr.
SENIOR PROJECT MANAGER	$ 190 /hr.
CIVIL ENGINEER II	$ 180 /hr.
CIVIL ENGINEER I	$ 170 /hr.
STAFF ENGINEER	$ 160 /hr.
ENGINEERING TECHNICIAN III	$ 145 /hr.
ENGINEERING TECHNICIAN II	$ 130 /hr.
ENGINEERING TECHNICIAN I	$ 120 /hr.
FLOODPLAIN MANAGEMENT ENGINEER	$ 175 /hr.

PLANNING:

V.P. OF PLANNING	$ 210 /hr.
SENIOR PLANNER II	$ 185 /hr.
SENIOR PLANNER I	$ 175 /hr.
PLANNER III	$ 165 /hr.
PLANNER II	$ 155 /hr.
PLANNER I	$ 145 /hr.
PLANNING TECHNICIAN II	$ 135 /hr.
PLANNING TECHNICIAN I	$ 125 /hr.

EXPERT WITNESS / DEPOSITION RATES:

Hourly rate for work involving actual expenses in court (4-hour minimum), giving depositions or similar expert testimony, will be billed $500 per hour regardless of job classification

SURVEY:

SENIOR LICENSED LAND SURVEYOR	$ 205 /hr.
LICENSED LAND SURVEYOR II	$ 195 /hr.
LICENSED LAND SURVEYOR I	$ 185 /hr.
SENIOR PROJECT SURVEYOR	$ 175 /hr.
PROJECT SURVEYOR II	$ 165 /hr.
PROJECT SURVEYOR I	$ 155 /hr.
SURVEY TECHNICIAN III	$ 150 /hr.
SURVEY TECHNICIAN II	$ 140 /hr.
SURVEY TECHNICIAN I	$ 130 /hr.
1-MAN SURVEY CREW	$ 195 /hr.
2-MAN SURVEY CREW	$ 280 /hr.
3-MAN SURVEY CREW	$ 350 /hr.

DRONE SERVICES:

DRONE FLIGHT CHARGES	$ 50 /acre (50 acre min)

GENERAL:

ASSISTANT PROJECT MANAGER	$ 110 /hr.
RESEARCH/OFFICE ASSISTANT	$ 105 /hr.

Attachment 4

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND OVERLAND, PACIFIC & CUTLER LLC

PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
OVERLAND, PACIFIC & CUTLER LLC

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Overland, Pacific & Cutler LLC, a Delaware limited liability company registered to do business in California, with an office located at 5000 Airport Plaza Dr., Ste. 250, Long Beach, CA 90815 ("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 right of way 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 On-Call Engineering and Professional Consulting Services 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 right of way consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at

its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred and Fifty Thousand Dollars and no cents** (**$250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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: Vicky Cook, Senior Program Manager.

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Overland, Pacific & Cutler, LLC
5000 Airport Plaza Dr., Ste. 250
Long Beach, CA 90815
ATTN: Brian Everett, President, Real Estate

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

The requirements in this section shall apply to the extent FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND OVERLAND, PACIFIC & CUTLER, LLC

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

OVERLAND, PACIFIC & CUTLER, LLC

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

By: Kent Jorgensen

Its: Senior Vice President

Printed Name: KENT JORGENSEN

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to
_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

Clete Saunier, **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**	**Date**

Dan Singer, **City Manager**	**Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

6 | HOURLY RATE SCHEDULE

OPC 2023 Hourly Rates

Management & Implementation

Senior Program Manager / Senior Vice President	$250.00
Program Manager	$200.00
Senior Project Manager / Quality Manager	$165.00
Project Manager/Project Controls Manager	$150.00
Senior Agent / Senior Analyst / Project Controls Analyst	$135.00
Agent / Analyst / Senior Land Specialist	$120.00
Relocation Specialist / Land Specialist	$105.00

Utility Coordination

Senior Utility Manager	$200.00
Utility Manager	$160.00
Senior Utility Coordinator	$150.00
Utility Coordinator	$135.00

Right of Way Engineering

Project Engineer (PE)	$225.00
Survey Manager (PLS)	$200.00
Senior ROW Engineering / Survey Analyst	$150.00
GIS / CADD Analyst	$150.00

Real Estate Appraisal

Appraisal Review Program Manager	$200.00

Property Management/Property Services

Property Management Supervisor	$165.00
Property Manager	$135.00
Property Services Supervisor	$135.00
Community Liaison	$120.00

Project Support/Administrative

Project Controls Manager	$150.00
Project Controls Analyst	$135.00
Administrative Assistant	$90.00

Anticipated Reimbursable Costs

Other than those items superseded by the City's Agreement included in the Request for Statement of Qualifications, the following terms shall apply.

OPC considers photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates.

Mileage will be billed at the current mileage rate as published by the US Internal Revenue Service at the time mileage is incurred.

Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two (2) times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The Client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice.

Attachment 5

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND PACIFIC COAST LAND DESIGN, INC.

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES BETWEEN
CITY OF SANTA PAULA
AND PACIFIC COAST LAND DESIGN, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Pacific Coast Land Design, Inc., a California Corporation, with its principal place of business at 461 East Main Street, Ventura CA, 93001 ("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 landscape architecture 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 On-Call Engineering and Professional Services 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 landscape architect consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms.***] The Parties may, by mutual, written consent, extend the term of this Agreement if

necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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: Mike Zielsdorf, Principal.

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and

approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

3.3.10.5 Water Quality Management and Compliance. 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: Pacific Coast Land Design, Inc.
461 East Main Street
Ventura, CA 93001
ATTN: Mike Zielsdorf, Principal

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND PACIFIC COAST LAND DESIGN, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo, Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

PACIFIC COAST LAND DESIGN, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____	_____	_____	_____
Clete Saunier, Public Works Director	**Date**	**Christy Ramirez, Finance Director**	**Date**

_____ _____

Dan Singer, City Manager **Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

SECTION 6

HOURLY RATE SCHEDULE

Listed below is the current schedule of hourly rates for work to be carried out under the On-Call Services agreement. The listed hourly rates are defined by billing classification and staff labor rate and include all direct and indirect expenses and fees. *(Audited total billing rates including direct labor, fringe, indirect costs, fee/profit and overhead expenses can be provided for review upon request.)*

Pacific Coast Land Design, Inc.
Landscape Architecture • Urban Design • Environmental Planning

Principal $190.00/hr
- *Mike Zielsdorf*
- *Eric Berg*

Senior Associate $165.00/hr
- *Brooke McDonnell*

Associate $130.00/hr
- *Breanne Dunn*

Landscape Designer $110.00/hr
- *As-needed production support*

Administrative $75.00/hr

RATE ESCALATION

PCLD will increase fees on an annual basis based on the ENR Building Cost Index averaged over the previous year. This increase shall not exceed 3% annually in hourly cost.

PROJECT RELATED REIMBURSABLE EXPENSES

Listed below are expenses PCLD typically bills to a project if incurred during the course of a project that is initiated from the On-Call Services agreement. PCLD will provide estimates of reimbursable expenses as part of the proposed scope of work for a given project. Reimbursable project costs will not be accrued until authorized by the City of Santa Paula contract administrator.

- Reproduction of all documents, including postage and shipping charges shall be paid for at cost plus 15% for processing and handling.
- Special tests required due to site conditions.
- Sub-consultant services for work which the landscape architect is not licensed to provide.

Attachment 6

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND WATER SYSTEMS CONSULTING, INC.

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
AND
WATER SYSTEMS CONSULTING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Water Systems Consulting, Inc., a California Corporation, with its principal place of business at 805 Aerovista Place, San Luis Obispo, CA 93401 ("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 right of way 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 On-Call Engineering and Professional Consulting Services 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 right of way consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference. Consultant shall exercise the Standard of Care to comply with all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if

necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** (**$250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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: Justin Pickard, PE.

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

3.3.6 Consultant's Representative. Consultant hereby designates Justin Pickard, 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 (the "Standard of Care"). Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all professional 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 accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall exercise the Standard of Care to comply 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 (1) contractual liability; (2) coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; and shall not contain 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 Consultant's use of motor vehicles with 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 per claim and aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and delete any exclusions that may potentially affect the Services 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 Consultant's operations under this 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 equivalent 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. 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.

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 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 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 Commercial Auto Liability and Commercial General Liability Insurance policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing services 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 services 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, 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, incurred by or brought against the City as a result of third-party claims to the extent caused by the negligent acts, errors or omissions, or willful or reckless 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, reasonable 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 caused by 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 liability.

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: Water Systems Consulting, Inc

805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401
ATTN: Justin Pickard, PE

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Upon payment to Consultant for all undisputed services, 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, and upon payment to Consultant for all undisputed services, 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 and City agrees to indemnify, defend and hold the Consultant harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of Consultant's drawings and specifications, except on projects where the Consultant has been retained to provide services. 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, 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. The foregoing obligations shall not prevent Consultant from disclosing only those portions of Confidential Information that are required to be disclosed by law, government regulation, rule, subpoena or court order, provided that Consultant provides reasonable prior notice to City of such required disclosure and takes reasonable lawful measures to avoid or minimize such disclosure, including providing reasonable assistance to City with respect to any appropriate action that City may decide to take. All obligations and restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years from the Effective Date of this Agreement.

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 reasonable attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the

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

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

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

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

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

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

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

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

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of

which shall constitute an original.

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.7.23 Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants to City and anyone claiming through or under City, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by Consultant or $100,000, whichever is greater.

3.7.23 Mutual Waiver of Consequential Damages. Consultant and City waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or to their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND WATER SYSTEMS CONSULTING, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

WATER SYSTEMS CONSULTING, INC.

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

By: _____

Its: Secretary

Printed Name: Jeroen Olthof

By: _____

Its: VICE PRESIDENT

Printed Name: JUSTIN PICKARD

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office.]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide_____consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to
_____
_____attached_____proposal dated_____(Exhibit A).

Time for Completion:
The Consultant shall complete the work___months from executed Task Order.

Cost Estimate:
Task Order #___hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated_____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

Clete Saunier, **Date** **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**

Dan Singer, **Date**

EXHIBIT "C"
COMPENSATION

[Attached behind]

2023 Classifications and Rates

	Hourly Rate
Engineers / Project Managers / Planners / Hydrogeologists	
Engineering Intern	$ 135.00
Assistant	$ 155.00
Staff I	$ 165.00
Staff II	$ 175.00
Staff III	$ 185.00
Associate I	$ 200.00
Associate II	$ 210.00
Associate III	$ 220.00
Senior I	$ 245.00
Senior II	$ 255.00
Senior III	$ 275.00
Principal I	$ 295.00
Principal II	$ 335.00
Principal III	$ 380.00
Outreach and Communications	
Communications Support I	$ 140.00
Communications Support II	$ 155.00
Communications Support III	$ 180.00
Communication Strategist I	$ 210.00
Communication Strategist II	$ 235.00
Communication Strategist III	$ 255.00
Senior Communication Strategist I	$ 295.00
Senior Communication Strategist II	$ 315.00
Senior Communication Strategist III	$ 335.00
CAD / Design Services	
Technician/Designer I	$ 145.00
Technician/Designer II	$ 170.00
Technician/Designer III	$ 190.00
Inspection Services	
Inspector I	$ 150.00
Inspector II	$ 160.00
Inspector III	$ 185.00
Inspector (Prevailing Wage)	$ 190.00
Administrative Services	
Administration/Clerical I	$ 140.00
Administration/Clerical II	$ 150.00
Administration/Clerical III	$ 170.00

Other Expenses

10% mark-up on direct expenses; 15% mark-up for sub-contracted services
Standard mileage rate $0.65 per mile (or current Federal Mileage Reimbursement Rate)
Airplane mileage rate $1.26 per mile (or current Federal Airplane Mileage Reimbursement Rate)
Rates are subject to revision as of January 1 each year.

Attachment 7

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND RMA GROUP

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
RMA GROUP

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and RMA GROUP, a California Corporation, with its principal place of business at 12130 Santa Margarita Court, Rancho Cucamonga, CA 91730 ("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 geotechnical engineering and material testing 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 On-Call Engineering and Professional Consulting Services 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 geotechnical engineering and material testing consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30,

2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms.***] The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents ($250,000.00)** per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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: Raymond Roblero, Project Manager.

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: RMA Group
12130 Santa Margarita Court
Rancho Cucamonga, CA 91730
ATTN: Raymond Roblero, Project Manager

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Sauiner, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND RMA GROUP

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

RMA GROUP

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

By: _____

Its: President

Printed Name: Slawek Dymerski

By: _____

Its: Secretary

Printed Name: Kai Chin

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

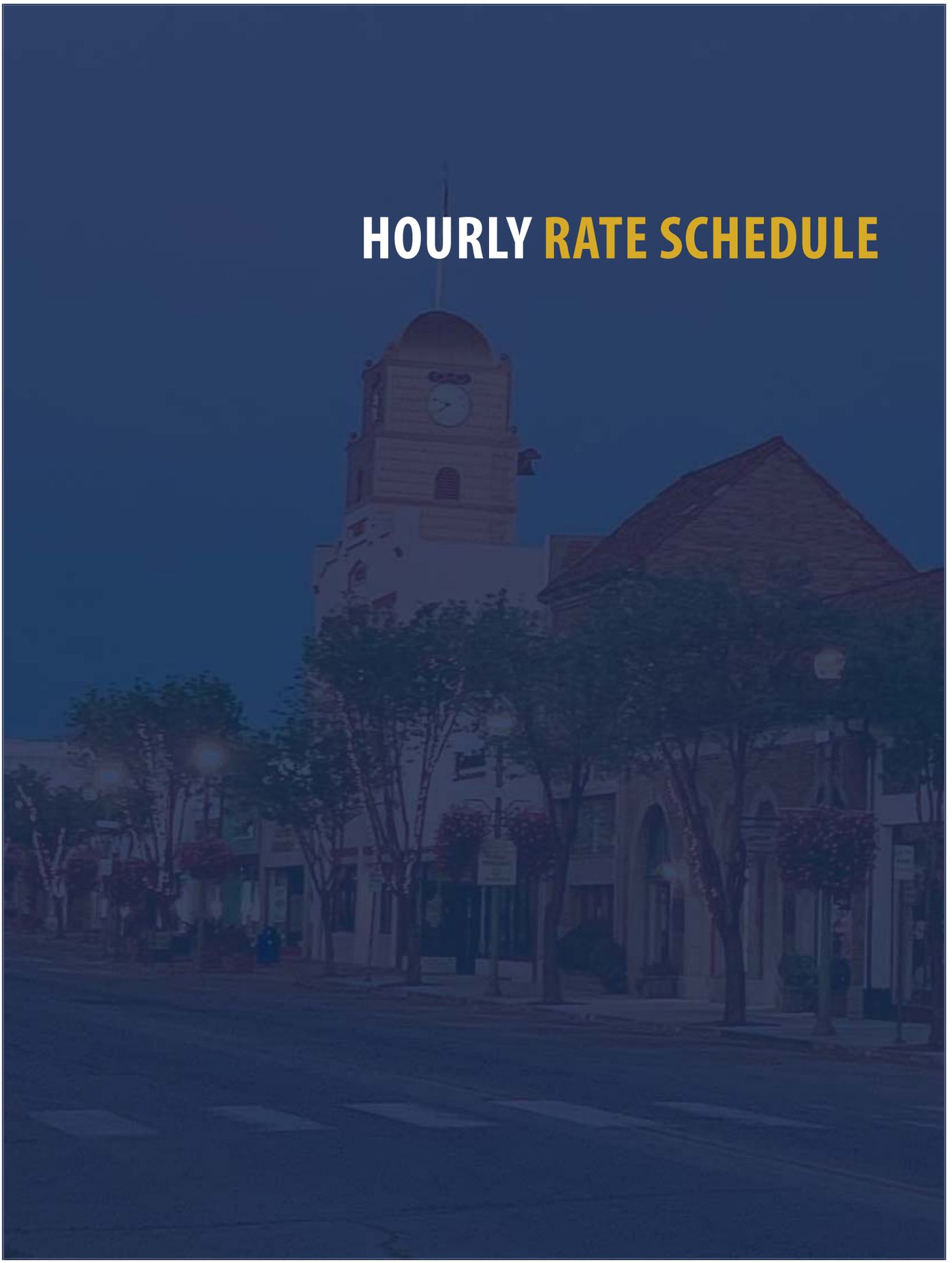
Clete Saunier, Public Works Director	Date	Christy Ramirez, Finance Director	Date

Dan Singer,	Date

EXHIBIT "C"
COMPENSATION

[Attached Behind]

HOURLY RATE SCHEDULE



RMA Group
Every Project Matters

Schedule of Fees and General Terms

Personnel Charges - Professional Staff

Product Name	Units	Rate ($)
Project Engineer - Laboratory	HR	$190.00
Administrative	HR	$70.00
Principal Engineer - Office	HR	$220.00
Principal Engineer - Field	HR	$220.00
Principal Engineer - Consultation	HR	$220.00
Principal Engineer - Job Conference	HR	$220.00
Principal Engineer - Expert Witness	HR	$500.00
Principal Engineer - Court Appearance	HR	$600.00
Project Engineer - Office	HR	$190.00
Project Engineer - Field	HR	$190.00
Project Engineer - Consultation	HR	$190.00
Project Engineer - Job Conference	HR	$190.00
Staff Engineer - Office	HR	$145.00
Staff Engineer - Field	HR	$145.00
Drafting	HR	$110.00
Project Manager - Office	HR	$165.00
Project Manager - Field	HR	$165.00
Project Manager - Job Conference	HR	$165.00
Principal Geologist - Office	HR	$200.00
Principal Geologist - Field	HR	$200.00
Principal Geologist - Consultation	HR	$200.00
Principal Geologist - Job Conference	HR	$200.00
Principal Geologist - Expert Witness	HR	$450.00
Principal Geologist - Court Appearance	HR	$550.00
Project Geologist - Office	HR	$180.00
Project Geologist - Field	HR	$180.00
Project Geologist - Consultation	HR	$180.00
Project Geologist - Job Conference	HR	$180.00
Qualified SWPPP Developer QSD	HR	$160.00
Staff Geologist - Office	HR	$145.00
Staff Geologist - Field	HR	$145.00
Qualified SWPPP Practitioner QSP	HR	$150.00

Personnel Charges - Field Staff

Product Name	Units	Rate ($)
Soils Engineering Technician	HR	$115.00
Soils Technician Compaction Testing	HR	$115.00
Soils Technician Rough Grading	HR	$115.00
Soils Technician Retesting	HR	$115.00
Public Works Inspector	HR	$125.00
Public Works Technician	HR	$115.00
Public Works Inspector - Asphalt Paving	HR	$115.00
Public Works Inspector - Asphalt Plant	HR	$115.00
Public Works Inspector - Concrete Paving	HR	$115.00
Public Works Inspector - Concrete Plant	HR	$115.00
Public Works Technician - Asphalt	HR	$115.00
Public Works Technician - Concrete	HR	$115.00
Laboratory Technician - Field Lab	HR	$120.00
Lead Roadway and Structures Inspector	HR	$140.00
Structures Inspector	HR	$140.00
Roadway Inspector	HR	$115.00
Civil Inspector	HR	$135.00
Building Inspector	HR	$140.00
Special Inspector (ICC)	HR	$115.00
Mechanical | Electrical Inspector	HR	$145.00

RMA Group
Every Project Matters

Schedule of Fees and General Terms

Special Inspector Reinforced Concrete	HR	$115.00
Special Inspector Prestressed Concrete	HR	$115.00
Special Inspector Concrete Batch Plant	HR	$115.00
ACI Concrete Technician	HR	$115.00
Pick-up and Delivery of Test Specimens	HR	$100.00
ID Reinforcing or Structural Steel	HR	$115.00
Special Inspector Fire Proofing	HR	$115.00
Special Inspector Post Installed Anchors	HR	$115.00
Special Inspector Roofing/Waterproofing	HR	$115.00
Special Inspector Masonry	HR	$115.00
Special Inspector Masonry (DSA)	HR	$115.00
Special Inspector Shotcrete	HR	$115.00
Special Inspector Post Tensioned Concrete	HR	$115.00
Special Inspector Fire Stopping	HR	$135.00
AWS Certified Welding Inspector- Field	HR	$115.00
AWS Certified Welding Inspector- Shop	HR	$115.00
Special Inspector Structural Steel	HR	$115.00
Special Inspector High Strength Bolting	HR	$115.00
Special Inspector Wood Construction	HR	$140.00
Non Destructive Testing ASNT Level II	HR	$135.00
Non Destructive Testing ASNT Level III	HR	$250.00
Coatings Technician	HR	$140.00
Special Inspector Fiber Wrap	HR	$115.00
Radiographic Testing Crew	HR	$500.00
Pull | Torque Testing Technician	HR	$115.00
Project Inspector (IOR)	HR	$145.00
Asphalt Coring	HR	$135.00
Concrete Coring	HR	$135.00
Horizontal Wall Coring	HR	$135.00
Assistant Wall Coring	HR	$115.00
Supervising Soil Technician	HR	$150.00
Supervising Public Works Inspector	HR	$150.00
Supervising Special Inspector	HR	$150.00
Quality Control Manager	HR	$155.00

Laboratory Tests - Steel

Product Name	Units	Rate ($)
ASTM E605 Spray Applied Fireproofing Den	EA	$135.00
ASTM A370 Rebar Tension up to #8	EA	$70.00
ASTM A370 Rebar Tension #9 to #11	EA	$85.00
ASTM A370 Rebar Tension #14	EA	$125.00
ASTM A370 Rebar Tension #18	EA	$180.00
ASTM A370 Bend Test Rebar up to #8	EA	$60.00
ASTM A370 Bend Test Rebar #9 to #11	EA	$70.00
ASTM A370 Bend Test Rebar #14	EA	$125.00
ASTM A370 Bend Test Rebar # 18	EA	$180.00
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	$275.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	$335.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	$515.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	$670.00
ASTM A416 Stress-Strain Analysis	EA	$250.00
ASTM A416 Tensile Test Only	EA	$175.00
ASTM A370 Tensile Up to 100K lbs (Each)	EA	$85.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	$100.00
ASTM A370 Tensile Up to 300K lbs (Each)	EA	$120.00
ASTM A370 Tensile Up to 400K lbs (Each)	EA	$180.00
ASTM A370 Tensile 400K - 500K lbs (Each)	EA	$365.00

RMA Group
Every Project Matters

Schedule of Fees and General Terms

ASTM A370 Tensile Stress-Strain Percent	EA	$205.00
AWS Weld: Macroetch	EA	$120.00
AWS Weld: Fracture	EA	$95.00
AWS Bend Test	EA	$85.00
ASTM A370 Rockwell Hardness (Each)	EA	$120.00
Steel Chemical Analysis	EA	$255.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	$70.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	$100.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	$120.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	$105.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	$110.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	$135.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	$75.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	$120.00

Laboratory Tests - Soil

Product Name	Units	Rate ($)
ASTM D4318 Plasticity Index of Soils	EA	$335.00
ASTM D1883 California Bearing Ratio	EA	$750.00
ASTM D2435 Consolidation	EA	$295.00
ASTM D2435 Consolidation with Time Rate	EA	$355.00
ASTM D3080 Direct Shear, Consol&Drained	EA	$285.00
ASTM D4829 Expansion Index of Soils	EA	$270.00
ASTM D2166 Unconfined Comp Strength	EA	$335.00
ASTM D5333 Hydro Collapse Potential	EA	$260.00
ASTM D2050 Tri-Axial Shear Strength	EA	$550.00
ASTM D2937 In-Place Density, Drive Cyl	EA	$75.00
ASTM D2216 Soil Moisture Content by Mass	EA	$55.00
ASTM D698 Maximum Density Std Effort	EA	$350.00
ASTM D1557 Max Density Optimum Moisture	EA	$350.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	$120.00
ASTM D4972 pH of Soils	EA	$125.00
ASTM D2434 Const Head Permeability Test	EA	$470.00
ASTM D2844 R-Value & Expansive Pressures	EA	$480.00
ASTM D422 Sieve Analysis of Soil	EA	$260.00
ASTM D1140 Materials Finer than #200	EA	$160.00
ASTM D422 Hydrometer Anaylsis	EA	$395.00
ASTM D854 Specific Gravity of Soils	EA	$295.00
ASTM D4546 Swell Potential	EA	$260.00
ASTM D4943 Shrinkage Factor by Resin	EA	$290.00
ASTM D559 Soil Cement Sample Preparation	EA	$160.00
ASTM D558 Soil-Cement Maximum Density	EA	$395.00
ASTM D1633 Compression Test Soil Cement	EA	$130.00
AASHTO T100 Specific Gravity of Soils	EA	$295.00

Laboratory Tests - Masonry

Product Name	Units	Rate ($)
ASTM C140 Block Compressive Strength	SET	$100.00
ASTM C140 Block Moisture & Absorption	SET	$110.00
ASTM C426 Block Linear Shrinkage	SET	$375.00
ASTM C140 Block Unit Wt & Dimensions	SET	$265.00
ASTM C90 Masonry Block Conformance	SET	$740.00
ASTM C67 Brick Compressive Strength	SET	$125.00
ASTM C67 Brick Moisture & Absorption	SET	$110.00
ASTM C67 Brick 5 Hour Boil	EA	$135.00
ASTM C67 Brick Modulus of Rupture	EA	$135.00
ASTM C780 Mortar Cylinder Compression	EA	$50.00

RMA Group
Every Project Matters

Schedule of Fees and General Terms

ASTM C1019 Grout Prism Compression	EA	$55.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	$120.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	$130.00
ASTM E519 Assemblage Comp Str 8" Block	EA	$155.00
ASTM E519 Assemblage Comp Str 12" Block	EA	$140.00
ASTM E519 Assemblage Comp Str 16" Block	EA	$175.00
ASTM C109 Compressive Strength 2" Cube	EA	$75.00

Laboratory Tests - Concrete

Product Name	Units	Rate ($)
ASTM C39 Concrete Cyl Cured or Tested	EA	$50.00
ASTM C42 Compressive Strength, Core	EA	$120.00
ASTM C39 Cyl Tested out of Sequence	EA	$80.00
ASTM C495 Lightweight Concrete Strength	EA	$75.00
ASTM C78 Flexural Strength, Beam	EA	$135.00
ASTM C1140 Shotcrete Panel Test	SET	$450.00
ASTM C138 Unit Weight of Concrete	EA	$90.00
ASTM C649 Concrete Modulus of Elasticity	EA	$275.00
ASTM C496 Splitting Tensile Test	EA	$125.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	$650.00
ASTM C495 Density - Lightweight Concrete	EA	$240.00
T 336 Coefficient of Thermal Expansion	EA	$750.00

Laboratory Tests - Caltrans

Product Name	Units	Rate ($)
CT202 Sieve Analysis, Combined Agg	EA	$275.00
CT202 Sieve Analysis, Fine Agg	EA	$210.00
CT202 Sieve Analysis, Coarse Agg	EA	$195.00
CT235 Flat and Elongated Particles	EA	$400.00
CT205 Percentage Crushed Particles	EA	$275.00
CT206 Specific Gravity, Coarse Aggregate	EA	$195.00
CT207 Specific Gravity, Fine Aggregate	EA	$295.00
CT229 Durability Index	EA	$455.00
CT208 Apparent Specific Gravity of Fines	EA	$295.00
CT234 Angularity & Voids, Fine Agg	EA	$295.00
CT211 Abrasion, Los Angeles Rattler	EA	$375.00
CT227 Cleanness Value	EA	$420.00
CT213 Organic Impurities in Sand	EA	$135.00
CT214 Soundness by Sodium Sulfate	EA	$650.00
CT226 Moisture Content by Oven Drying	EA	$65.00
CT217 Sand Equivalent	EA	$190.00
CT308(A) Core Density Paraffin Coated	EA	$85.00
CT308(C) Core Density SSD	EA	$75.00
CT303 Approximate Bitumen Ratio	EA	$335.00
CT304/308(A) LTMD Kneading Compactor	EA	$480.00
CT305 Swell of Bituminous Mixtures	EA	$550.00
CT366 Stabilometer Value	EA	$395.00
CT308(A)/366 Stability and Density	EA	$490.00
CT308(C)/366 Stability and Density	EA	$470.00
CT309 Maximum Theoretical Density	EA	$295.00
CT370 Moisture Content by Microwave	EA	$110.00
CT379 Asphalt Content Nuclear Gauge	EA	$275.00
CT382 Ignition Oven Correction Factor	EA	$550.00
CT382 Asphalt Content by Ignition	EA	$275.00
CT371 Tensile Strength Ratio	EA	$1,470.00
CT302 Film Stripping	EA	$335.00
CT521 Concrete Cyl Compressive Strength	EA	$50.00

RMA Group
Every Project Matters

Schedule of Fees and General Terms

CT523 Concrete Flexural Strength, Beam	EA	$135.00
CT531 Length of Drilled Concrete Cores	EA	$75.00
CT550 Surface Abrasion of Concrete	EA	$535.00
CT534 Water Retention, Liq Curing Cmpnd	EA	$570.00
CT521 Compressive Strength LCB	EA	$50.00
CT524 RSC Flexural Strength, Beam	EA	$135.00
CT515 Relative Mortar Strength, PCC Sand	EA	$900.00
CT670 Tensile Strength up to #8	EA	$95.00
CT670 Tensile Strength #8 - #11	EA	$120.00
CT670 Tensile Strength #14	EA	$180.00
CT670 Tensile Strength #18	EA	$255.00
CT 52-1-08C Slip Test	EA	$275.00
CT670 Operator Qualification up to #8	LOT	$550.00
CT670 Operator Qualification #9 - #11	LOT	$655.00
CT670 Operator Qualification #14	LOT	$950.00
CT670 Operator Qualification #18	LOT	$1,235.00
CT670 Operator Qualification #9 - #11	EA	$675.00
CT670 Operator Qualification up to #8	EA	$550.00
CT670 Operator Qualification #14	EA	$950.00
CT670 Operator Qualification #18	EA	$1,235.00
CT670 Production Lot up to #8 (Service)	LOT	$355.00
CT670 Production Lot #9 to #11 (Service)	LOT	$475.00
CT670 Production Lot #14 (Service)	LOT	$635.00
CT670 Production Lot #18 (Service)	LOT	$825.00
CT670 Production Lot up to #8 (Ultimate)	LOT	$455.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	$490.00
CT670 Production Lot #14 (Ultimate)	LOT	$790.00
CT670 Production Lot #18 (Ultimate)	LOT	$1,350.00
CT204 Plasticity Index, Atterberg	EA	$355.00
CT209 Specific Gravity of Soil	EA	$295.00
CT216 CA Impact Max Density	EA	$325.00
CT216 CA Impact, Rock Correction	EA	$95.00
CT301 Resistance R-Value Stabilometer	EA	$450.00
CT417 Soluble Sulfates	EA	$155.00
CT422 Chloride Content	EA	$135.00
CT643 Resistivity and pH	EA	$155.00

Laboratory Tests - Asphalt

Product Name	Units	Rate ($)
ASTM D2726 Core Density (SSD)	EA	$75.00
ASTM D1188 Core Density Parafilm Coated	EA	$85.00
ASTM D6926 Lab Max Density Marshall	EA	$395.00
ASTM D6927 Marshal Stability and Flow	EA	$480.00
ASTM D1561 LTMD Kneading Compactor	EA	$395.00
ASTM D1560 Hveem Stability and Density	EA	$490.00
ASTM D1560 Hveem Stability	EA	$375.00
ASTM D2041 Maximum Theoretical Density	EA	$295.00
ASTM D6307 Ignition Oven Calibration	EA	$550.00
ASTM D6307 Asphalt Content by Ignition	EA	$285.00
ASTM D2172 Asphalt Content by Solvents	EA	$475.00
ASTM D5444 Gradation of Extracted Agg	EA	$335.00
ASTM D4125 Asphalt Content Nuclear Gauge	EA	$335.00
ASTM D244 Emulsion Residue Evaporation	EA	$280.00
ASTM D244 Emulsion Sieve Analysis	EA	$185.00
ASTM D3910 Wet Track Abrasion	EA	$285.00
AASHTO T283 Tensile Strength Ratio	EA	$1,200.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	$1,100.00

RMA Group
Every Project Matters

Schedule of Fees and General Terms

AASHTO T275 Core Denisty Paraffin Coated	EA	$85.00
AASHTO T312/T275 LTMD Gyratory Compactor	EA	$480.00
AASHTO T308 Asphalt Content by Ignition	EA	$285.00
AASHTO T209 Theoretical Maximum Density	EA	$295.00
AASHTO T308A AC Correction Factor	EA	$550.00
AASHTO T324 Hamburg Wheel Tracking - RHMA	EA	$1,100.00
AASHTO T283 Tensile Strength Ratio - RHMA	EA	$1,200.00
AASHTO T312/T275 LTMD Gyratory Comp.- RHMA	EA	$480.00

Laboratory Tests - Aggregates

Product Name	Units	Rate ($)
ASTM C131 Abrasion, Los Angeles Rattler	EA	$375.00
ASTM C40 Organic Impurities in Fine Agg	EA	$135.00
ASTM C127 Specific Gravity, Coarse Agg	EA	$255.00
ASTM C128 Specific Gravity, Fine Agg	EA	$290.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	$280.00
ASTM C566 Moisture Content by Drying	EA	$35.00
ASTM C117 Materials Finer than No. 200	EA	$160.00
ASTM D2419 Sand Equivalent	EA	$180.00
ASTM C289 Alkali-Silica Reactivity	EA	$950.00
ASTM D4791 Flat & Elongated Particles	EA	$395.00
ASTM D5821 Percent Fractured Particles	EA	$275.00
ASTM C123 Percent Lightweight Particles	EA	$295.00
ASTM C88 Soundness by Sodium Sulfate	EA	$635.00
ASTM C136 Sieve Analysis, Combined Agg	EA	$290.00
ASTM C136 Sieve Analysis, Fine Agg	EA	$265.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	$255.00
ASTM C142 Clay Lumps & Friable Particles	EA	$260.00
ASTM C535, Abrasion Large Aggregate	EA	$465.00
AASHTO T304 Angularity & Voids in Fines	EA	$255.00
AASHTO T84 Specific Gravity, Fine Agg	EA	$280.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	$255.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	$375.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	$290.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	$285.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	$255.00
AASHTO T176 Sand Equivalent	EA	$180.00
AASHTO T335 Percent Fractured Particles	EA	$255.00

Equipment Charges

Product Name	Units	Rate ($)
Portable Drilling Equipment	HR	$750.00
Mobile Laboratory Trailer Mobilization	EA	$1,500.00
Mobile Laboratory Trailer & Testing Equipment	DAY	$700.00
Diamond Bit Core Rig and Generator	DAY	$750.00
Stationary Laboratory Trailer & Testing Equipment	MO	$1,500.00
Mileage	MILE	Quote
Nuclear Density Test Gauge	DAY	$35.00
Hand Held Turbidity Meter	DAY	$50.00
Ultrasonic Test Unit and Consumables	DAY	$100.00
Magnetic Particle Test Unit	DAY	$100.00
Skidmore	DAY	$80.00
Schmidt Hammer	DAY	$100.00
Torque Wrench	DAY	$80.00
Proof Load Testing Equipment	DAY	$150.00
Drilling Equip Mobilization / De-Mob	EA	$800.00
ASTM C1028 Coefficient of Friction	DAY	$800.00

RMA Group
Every Project Matters

Schedule of Fees and General Terms

Mini Environmental Quality Meter	DAY	$400.00
Inertial Profiler	DAY	$2,000.00
Materials / Supplies	LS	Quote
Holiday Tester	DAY	$250.00
VOC Meter	DAY	$200.00
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Misc Subconsultant	LS	Quote
Set of Aerial Photographs	EA	Quote
Blueprinting	EA	Quote
Dutch Cone Penetrometer with Operator	HR	$875.00
Hollow Stem Auger Drill Rig w/ Operator	HR	$775.00
Portable Drilling Equipment w/ Operator	HR	$750.00
Bucket Auger Drill Rig with Operator	HR	$875.00
Air Rotary Drill Rig with Operator	HR	$900.00
Rotary Wash Drill Rig with Operator	HR	$950.00
Per Diem	DAY	$150.00

RMA Group
Every Project Matters

Schedule of Fees and General Terms

TERMS AND CONDITIONS

GENERAL CHARGES

RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.

Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:

- There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
- Any time less than four (4) hours of work will be billed as four (4) hours.
- Four (4) to eight (8) hours will be billed as eight (8) hours.

When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.

Rates are valid through June 30, 2024. Rates for personnel will increase by 5% per year on July 1st of each subsequent year.

Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.

Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Administrative/clerical support will be charged at 3% of the monthly direct charges.

OVERTIME CHARGES

Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.50 times the unit rate.

Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.00 times the unit rate.

A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

PER DIEM AND TRAVEL CHARGES

A $150.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay

Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of $0.60 per mile.

NIGHT WORK

A $5.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

Attachment 8

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND SOLVED ENGINEERING , INC.

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
SOLVED ENGINEERING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Solved Engineering Inc., a California corporation, with its principal place of business at 421 Broadway #69026, San Diego, CA 92101("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 electrical consulting and engineering 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 On-Call Engineering and Professional Consulting Services 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 electrical engineering and consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30,

2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents ($250,000.00)** per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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: Rachael Medlin, Project Director.

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Solved Engineering, Inc.
421 Broadway #69026
San Diego, CA 92101
ATTN: Rachael Medlin, Project Director

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND SOLVED 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

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

SOLVED ENGINEERING, INC.

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

By: [signature] 10/04/2023

Its: President + CEO

Printed Name: Edward J. William PhD P.E.

By: Jennifer L William 10/4/2023

Its: Secretary + CMO

Printed Name: Jennifer L William

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

Clete Saunier, **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**	**Date**

Dan Singer, **City Manager**	**Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

5. Hourly Rate Schedule

Title	Rate
Project Director	130/ hr.
Principal Engineer	150/ hr.
Senior Engineer Staff	140/ hr.
Staff Engineer	85/ hr.
Project Manager	105/ hr.
Project Coordinator	95/hr.
QAQC Manager	70/ hr.
Staff Designer	68/ hr.
Drafter	56/ hr.

Reimbursable Costs

Required standards or client preferred software	Reimbursement for all client preferred software and also if the purchase of a specific design standard is required.
Travel	Mileage from our San Diego location to the site and back. Lodging and meals if consecutive days are required.

6. Lawsuit/Litigation History

None.

7. Financial Interests

Not Applicable.

8. Public Works Contractor Registration Certification (DIR)

Not Applicable.

Contact Information

For questions or concerns concerning this RFP, please contact Rachael Medlin, Head of Business Strategy at 619.936.3483. Rachael@solvedeng.com

Solved Engineering, Inc
421 Broadway # 69026
San Diego, CA 92101

For questions or concerns connected to this RFP, we can be reached at:

Attachment 9

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND UNION MATERIAL TESTING, INC.

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
UNION MATERIALS TESTING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Union Materials Testing, Inc., a California Corporation, with its principal place of business at 2247 Statham Blvd., Oxnard, CA 93033 ("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 geotechnical engineering and materials testing 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 On-Call Engineering and Professional Consulting Services 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 geotechnical engineering and materials testing consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference (“Services”). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30,

2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms.***] The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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:Evan Folk, President].

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Union Material Testing, Inc.
2247 Statham Blvd.
Oxnard, CA 93033
ATTN: Evan Folk, President

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Sauiner, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND UNION MATERIALS TESTING, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

UNION MATERIALS TESTING, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____	_____	_____	_____
Clete Saunier, **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**	**Date**

_____	_____
Dan Singer,	**Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

Attachment "A"

Union Materials Testing Rate Schedule

UMT Project No.- ****

EXHIBIT A - 2023 Unit Rates

SOILS / AGGREGATE LAB

Description	Rate	Units
Sr. Prof. Engineer	$220.00	HR
Lab Technician	$115.00	RtHr
Soils Field Technician	$125.00	RtHr
Soils Field Technician (OT)	$158.00	OtHr
Ventura County Solubility	$288.00	EA
Proctor - Max Density Optimum Moisture Determination	$275.00	EA
Fine Aggregate Angularity	$275.00	EA
Cleanness Value	$240.00	EA
Durability Index	$180.00	EA
Fine Specific Gravity	$180.00	EA
Dry Rodded Unit Weight	$168.00	EA
Sand Equivalent	$125.00	EA
Coarse Specific Gravity	$108.00	EA
Unconfined Compressive Strength (UCS) - capping not included	$65.00	EA
Wash Analysis	$35.00	EA
Moisture Content	$42.00	EA
Soil Cement Gypsum Capping and Cure	$75.00	EA
Soluable Sulfate (Soil)**	$120.00	EA
Sieve Analysis	$130.00	EA
Crushed Particle Determination	$168.00	EA
Atterberg Limits	$180.00	EA
Expansion Index	$192.00	EA
Flat or Elongated Pieces	$240.00	EA
Calrans Soil Max (CT216)	$275.00	EA
LA Abrasion	$282.00	EA
Ventura Wet and Dry	$340.00	EA
Sodium Sulfate Soundness of Aggregates** - coarse or fine portion	$450.00	EA
Hydrometer	$342.00	EA
R Value	$375.00	EA
Constant Head Permeability**	$550.00	EA
CBR**	$650.00	EA
Pick-up Truck	$34.00	HR
Soil Density Gauge - Nuke	$75.00	Day

CONCRETE

Description	Rate	Units
Lab Technician	$115.00	RtHr
ACI Field Technician	$125.00	RtHr
Core Machine Operator	$130.00	RtHr
6x6 Beam Flexural Strength	$85.00	EA
Shotcrete Cores Compressive Strength (Coring & Capping not Included)	$75.00	EA
Concrete Compressive Strength (Capping Not Included)	$35.00	EA
Concrete field Cure Box	$20.00	DAY

Attachment "A" Continued

UMT Project No.- ****

Description	Rate	Units
Grout Compressive Strength	$35.00	EA
Sulfur or Gypsum Capping	$65.00	EA
Sample Pick-Up	$75.00	EA
Wet Say - each cut	$3.50	EA
Air Meter	$25.00	DAY
Core Machine	$150.00	DAY
Generator	$50.00	DAY
Pick-up Truck	$34.00	HR
Kor-It Coring Trailer	$200.00	DAY

ASPHALT

Description	Rate	Units
Lab Technician	$115.00	RtHr
Asphalt Field Technician	$125.00	RtHr
Asphalt Field Technician - OT	$158.00	OTHr
Asphalt Field Technician - DT	$188.00	DTHr
PG Binder Grade Determination on Recovered Binder	$1,750.00	EA
Core Correlation - Caltrans CT375	$1,150.00	EA
Superpave TSR**	$900.00	EA
Core Correlation - ASTM	$500.00	EA
Ignition Binder Correction Factor	$400.00	EA
Hveem Max Density (LTMD)	$275.00	EA
Hveem Stability Value	$250.00	EA
Ignition Binder Content	$240.00	EA
Core Bulk Specific Gravity - paraffin coated	$78.00	EA
Core Bulk Specific Gravity - SSD	$66.00	EA
Theoretical Maximum Specific Gravity	$180.00	EA
HMA Tests OtherSlurry Wet Track Abrasion Testing & Consistency Test - prep included	$250.00	EA
Marshal Mac Density - 75 or 50 blow	$275.00	EA
Marshal Stability and Flow	$350.00	EA
Chemical Extraction with Sieve**	$500.00	EA
Superpave Gyratory Max Density**	$500.00	EA
Hveem TSR	$900.00	EA
Superpave Hamburg**	$1,150.00	EA
Hveem & Marshall Mix Design	$5,000.00	EA
Generator	$50.00	Day
Pick-up Truck	$34.00	HR
Misc. Consumables (Dry Ice per the pound)	$2.75	EA
Kor-It Core Rig	$200.00	Day
Thin Lift Nuclear Gauge	$75.00	Day

PROJECT MANAGEMENT

Description	Rate	Units
Project Manager	$165.00	RtHr
CPR Administration Hourly Rate	$55.00	RtHr
Administration Reporting Fee	$50.00	EA
Certified Payroll Reporting Fee (Weekly)	$50.00	EA

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ON-CALL SERVICE AGREEMENTS FOR CITYWIDE STREET MAINTENANCE SERVICES

Date: October 18, 2023

Agenda Item: 10.H

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute three (3), three-year on-call services agreements with Toro Enterprises, Inc., J & H Engineering General Contractors, Inc., and BSN Construction, Inc., for Citywide Street Maintenance services for FY 2023-2026.
2. Authorize the City Manager or his designee to issue street repair and maintenance services work orders on a time and material basis in an aggregate amount not to exceed the adopted fiscal year budget or $250,000 per fiscal year, whichever is less.

BACKGROUND:

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

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

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

The PMP is essential for ensuring City roads that are in good condition remain in that

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

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

ANALYSIS:

On June 21, 2023, City Council authorized Staff to publish a Request for Qualifications (RFQ) for Citywide Street Maintenance Services. On June 29, 2023, staff advertised the RFQ which was received and opened on July 27, 2023. The following Statement of Qualifications (SOQs) were received:

No.	Contractor
1.	BSN Construction, Inc.
2.	J & H Engineering General Contractors, Inc.
3.	Toro Enterprises, Inc.

The contractors were evaluated based on their qualifications, experience, and unit prices. Staff determined that all three contractors are qualified to provide street maintenance services. Their unit prices are also very competitive compared to currently available bid data. By having all three contractors on maintenance agreements, the City will be able to carry out all aspects of the Street Maintenance Program. Staff recommends the City Council approve the maintenance agreements as presented.

Lastly, staff is committed to responsible financial stewardship and will regularly report to Council on the projects covered by these contracts. In addition, staff will ensure that no work order is issued for a Capital Improvement Project (CIP) until the CIP is approved by City Council.

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:

Individual work orders with the City Manager's, or his designee's approval will be separately issued, reflecting negotiated scopes of work, cost estimates and schedules for projects and services that have been adopted for the respective fiscal year. The amount for each work order shall not exceed the adopted budget for each project or professional service. The

cumulative total for all work orders shall not exceed $250,000 per fiscal year for each contractor. A sample Work Order is included in Exhibit B of each Attachment and associated services agreement.

OPTIONS:

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

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

ATTACHMENTS:

Attachement 1 -BSN Construction On Call Construction Services Agreement.pdf
Attachment 2 - J & H Engineering Maintenance Agreement R1.pdf
Attachment 3 - Toro Enterprises Inc Oncall Maintenance Agreement.pdf

Attachment 1

MAINTENANCE SERVICES AGREEMENT
ON-CALL SERVICES BETWEEN THE
CITY OF SANTA PAULA AND BSN
CONSTRUCTION

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT
AND
BSN CONSTRUCTION, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October , 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California and BSN Construction, Inc., a California Corporation with its principal place of business at 4171 Market Street, Ste. C-5, Ventura, CA 93003 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing undergroung utilities, asphalt, concrete, and earthwork services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the On-Call Street Maintenance Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance 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. The Services shall be more particularly described in the individual Work Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Work Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Work Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2023, 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 terms. Contractor 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.

1.1.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Work Order shall be set forth in the relevant Work Order. The total compensation for all Work Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year 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.

3.2.1 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.2 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of

this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Work Order issued by the City (the "Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule.

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

3.3.4 City's Representative. The City hereby designates Ben Nakaba, President, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Clete Saunier, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.3.6 Coordination of Services. Contractor 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.

3.3.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance and Liquidated Damages.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Five Hundred Dollars ($1,500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor 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 Contractor and its subconsultants, 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.

3.3.8.3 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 Contractor 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If

Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate

the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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.

3.3.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials,

officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Department of Industrial Relations against Contractor or any subcontractor.

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 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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.

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

3.5.3 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 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor 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. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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:

Contractor:

BSN Construction, Inc.
4171 Market Street, Suite C-5
Ventura, CA 93003
Attn: Ben Nakaba

City:

City of Santa Paula
PO Box 569
Santa Paula, CA 93061
Attn: Clete Saunier, Public Works Director

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

3.7.4 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.7.16 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.

3.7.17 Authority to Enter Agreement. Contractor 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.

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

3.7.19 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. This Agreement may only be modified by a writing signed by both parties.

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "D" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND BSN Construction, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

BSN CONSTRUCTION, INC.

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

By: _____

Its: President

Printed Name: Ben Nakaba

By: _____

Its: Secretary

Printed Name: Ben Nakaba

806551 (A)
Contractor's License Number and Classification

1000026326
DIR Registration Number

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "B"

WORK ORDER

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805)

MAINTENANCE WORK ORDER # XX

Issued under **MAINTENANCE AGREEMENT FOR SERVICES**, dated _____

Project Name: XXXXX
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Description of Services to be performed by Contractor under this Work Order:
The city of Santa Paula authorizes the Contractor (_____) to _____ . Please see attached proposal dated _____ (exhibit A)

Time for Completion:
The Contractor shall complete on _____.

Cost Estimate:
Work Order No.XX will not exceed $_____ and will be expensed to XXX-5-XXXX-XXX.This project shall be completed on a time and materials basis in accordance with the Standard Maintenance Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____ _____ _____
Contractor Date Date

Recommended/Approved By:

_____	_____	_____	_____
Clete Saunier,	Date	Dan Singer	Date
Public Works Director		City Manager	
		_____	_____
		Christy Ramirez,	Date
		Finance Director	

EXHIBIT "C"

COMPENSATION

LABORER AND EQUIPMENT RATE SHEET

On Call Construction Services

Item	Hourly or Daily Rate	Hourly or Daily Rate (OT)	Notes
Laborer (entry level)	$105.00 Per Hour	$157.50 per hour	All Prevailing Wages
Laborer (Experienced)	$105.00 per hour	$157.50 per hour	All Prevailing Wages
Foreman	$111.00 per hour	$166.50 per hour	All Prevailing Wages
Equipment Operator	$133.00 per hour	$199.50 per hour	All Prevailing Wages
Superintendent	$111.00 per hour	$166.50 per hour	All Prevailing Wages
Equipment owned			
Bobtail Dump Truck	$55.00 per hour	$55.00 per hour	Bare
Utility truck/Pick up	$18.00 per hour	$18.00 per hour	Bare
2K Water Truck	$50.00 per hour	$50.00 per hour	Bare
Asphalt Roller	$40.00 per hour	$40.00 per hour	3-5 Ton Bare
Compaction Equipment	$100.00 per day	$100.00 per day	Jumping Jack Rammer, Vibratory plate. Bare.
Mini Excavator/ Backhoe	$55.00 per hour	$55.00 per hour	Mini Excavator or Backhoe, Bare
Skip Loader	$50.00 per hour	$50.00 per hour	Bare
Skid Steer	$45.00 per hour	$45.00 per hour	Bare
3 yard Wheel Loader	$85.00 per hour	$85.00 per hour	Bare
50K Excavator	$87.00 per hour	$87.00 per hour	Bare
Asphalt paving machine	$85.00 per hour	$85.00 per hour	Bare
Equipment trailer /500 gallon Water trailer	$130.00 day	$130.00 day	Bare
Skid steer attachment breaker/sweeper	$35.00 per hour	$35.00 per hour	Bare
Backhoe Breaker	$40.00 per hour	$40.00 per hour	Bare
Skid steer cold planer attachment	$50.00 per hour	$50.00 per hour	Bare
Tack pot	$25 per hour plus material	$25 per hour plus material	Bare

Material mark up	20%		
Sub Contractors	Mark up on subs 15%		
Traffic Control	Depends on situation/location		
Striping			
Saw cutting			
Major cold planning			
Street sweeping			
Major tack spreading			

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Contractor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the books and records. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Contractor will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Contractor shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply

with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for

work performed on a time and materials basis shall include a ceiling price that Contractor exceeds at its own risk.

Attachment 2

MAINTENANCE SERVICES AGREEMENT
ON-CALL SERVICES BETWEEN THE
CITY OF SANTA PAULA AND J & H
ENGINEERING GENERAL
CONTRACTORS, INC

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT
AND
J & H ENGINEERING GENERAL CONTRACTORS, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and J & H Engineering General Contractors, Inc., a California corporation with its principal place of business at 4065 Mission Oaks Blvd., Ste. B, Camarillo, CA 93012 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing general conditions, bmp implementation, demolition, clearing & grubbing, earthwork & grading, excavation, site work, underground utilities & Infrastructure, water, sewer & storm drain, asphalt paving, concrete & masonry, and structural concrete services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the On-Call Street Maintenance Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance 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. The Services shall be more particularly described in the individual Work Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Work Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Work Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1 ,2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms.***] Contractor 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.

1.1.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Work Order shall be set forth in the relevant Work Order. The total compensation for all Work Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year 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.

3.2.1 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.2 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Work Order issued by the City (the "Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule.

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

3.3.4 City's Representative. The City hereby designates Amy McMullen, President, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Clete Saunier, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.3.6 Coordination of Services. Contractor 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.

3.3.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance and Liquidated Damages.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Five Hundred Dollars ($1,500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor 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 Contractor and its subconsultants, 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.

3.3.8.3 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 Contractor 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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.

3.3.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received

and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any

portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Department of Industrial Relations against Contractor or any subcontractor.

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 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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.

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

3.5.3 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 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may

be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor 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. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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:

Contractor: J & H Engineering General Contractors, Inc.
4065 Mission Oaks Blvd, Ste. B
Camarillo, CA 93012

City:

City of Santa Paula
PO Box 569
Santa Paula, CA 93061
Attn: Clete Saunier, Public Works Director

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

3.7.4 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.7.16 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.

3.7.17 Authority to Enter Agreement. Contractor 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.

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

3.7.19 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. This Agreement may only be modified by a writing signed by both parties.

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "D" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND J & H ENGINEERING GENERAL CONTRACTORS, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

J & H Engineering General Contractors, Inc.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is availaible at the City Clerk's office]

EXHIBIT "B"

WORK ORDER SAMPLE

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 933-4212

MAINTENANCE WORK ORDER # XX

Issued under **MAINTENANCE AGREEMENT FOR SERVICES**, dated _____

Project Name: XXXXX
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Description of Services to be performed by Contractor under this Work Order:
The city of Santa Paula authorizes the Contractor (_____) to _____ . Please see attached proposal dated _____ (exhibit A)

Time for Completion:
The Contractor shall complete on _____.

Cost Estimate:
Work Order No.XX will not exceed $_____ and will be expensed to XXX-5-XXXX-XXX.This project shall be completed on a time and materials basis in accordance with the Standard Maintenance Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____ _____ _____
Contractor Date Date

Recommended/Approved By:

_____ _____ _____
Clete Saunier, Date Dan Singer
Public Works Director City Manager

_____ _____
Christy Ramirez, Date
Finance Director

EXHIBIT "C"

COMPENSATION

CITY OF SANTA PAULA

ON-CALL STREET MAINTENANCE AGREEMENT

J & H ENGINEERING GENERAL CONTRACTORS, INC.

EQUIPMENT LIST — **BARE RENTAL RATE**

TYPE	MAKE/MODEL	HOURLY	DAILY	DAY	WEEKLY	MONTH
EXCAVATOR	JOHN DEER 790	$ 81.25	$ 650.00	DAY	$ 2,600.00	$ 7,800.00
EXCAVATOR	CATERPILLAR 330	$ 112.50	$ 900.00	DAY	$ 3,600.00	$ 10,800.00
BACKHOE	JOHN DEER 410G	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
BACKHOE	JOHN DEER 710	$ 43.75	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
BACKHOE	CATERPILLAR 450	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
BACKHOE	CATERPILLAR 446	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
HOE RAM	JOHN DEER 710	$ 143.75	$ 1,150.00	DAY	$ 4,600.00	$ 13,800.00
SKIP LOADER	JOHN DEER 210	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
SKIP LOADER	JOHN DEER 210K	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
LOADER	CATERPILLAR 938	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
SKID STEER W/ BROOM OR BUCKET ATTACHMENTS	CATERPILLAR 272D	$ 56.25	$ 450.00	DAY	$ 1,800.00	$ 5,400.00
SKID STEER W/ GRINDING OR HAMMER ATTACHMENTS	CATERPILLAR 272D	$ 175.00	$ 1,400.00	DAY	$ 5,600.00	$ 16,800.00
ROLLER	CAT CB24	$ 56.25	$ 450.00	DAY	$ 1,800.00	$ 5,400.00
ROLLER	CAT CB10	$ 95.00	$ 760.00	DAY	$ 3,040.00	$ 9,120.00
PAVING MACHINE	LEEBOY 8500	$ 118.75	$ 950.00	DAY	$ 3,800.00	$ 11,400.00
PAVING MACHINE	CEDAR RAPIDS 551	$ 150.00	$ 1,200.00	DAY	$ 4,800.00	$ 14,400.00
TACK POT		$ 9.38	$ 75.00	DAY	$ 300.00	$ 900.00
DUMP TRUCK	PETERBUILT 10-WHEEL	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
DUMP TRUCK	FORD BOB TAIL	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
WATER TRUCK	FORD	$ 62.50	$ 500.00	DAY	$ 2,000.00	$ 6,000.00
FLATBED SERVICE TRUCK	HINO CREW CAB	$ 31.25	$ 250.00	DAY	$ 1,000.00	$ 3,000.00
FLATBED SERVICE TRUCK	HINO REG CAB	$ 31.25	$ 250.00	DAY	$ 1,000.00	$ 3,000.00
SERVICE TRUCK AND TOOLS	ALL	$ 31.25	$ 250.00	DAY	$ 1,000.00	$ 3,000.00

MOBILIZATION - VENTURA COUNTY

MOVE IN/OUT EXCAVATOR	$ 1,100.00	EACH WAY
MOVE IN/OUT BACKHOE / SKIP LOADER	$ 400.00	EACH WAY
MOVE IN/OUT ROLLER	$ 400.00	EACH WAY
MOVE IN/OUT PAVING MACHINE	$ 850.00	EACH WAY

PREVAILING WAGE RATES - EFFECTIVE 7/1/2023 THROUGH 6/30/2024

Class	Regular Hourly Rate	Overtime Rate	Hourly Rate - 2x Overtime (Sunday Work)
Laborer 1	$ 107.24	$ 160.86	$ 214.48
Laborer 2	$ 108.12	$ 162.18	$ 216.24
Laborer 3	$ 109.00	$ 163.50	$ 218.00
Laborer 4	$ 111.47	$ 167.21	$ 222.94
Cement Mason	$ 112.53	$ 168.80	$ 225.06
Teamster	$ 113.26	$ 169.89	$ 226.52
Operator 8	$ 143.78	$ 215.67	$ 287.56
Operator 6	$ 143.78	$ 215.67	$ 287.56
Supervisor	$ 125.00	$ 187.50	$ 250.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Contractor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the books and records. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Contractor shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor warrants that it is not debarred, suspended, or

otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Contractor exceeds

at its own risk.

Attachment 3

MAINTENANCE SERVICES AGREEMENT
ON-CALL SERVICES BETWEEN THE
CITY OF SANTA PAULA AND TORO
ENTERPRISES, INC.

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT
AND
TORO ENTERPRISES, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this4th day of October, 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Toro Enterprise, Inc., a California corporation with its principal place of business at 2101 E. Ventura Blvd., Oxnard, CA 93036 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing street maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the On-Call Street Maintenance Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance 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. The Services shall be more particularly described in the individual Work Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Work Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Work Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1 ,2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-

year terms. Contractor 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.

1.1.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Work Order shall be set forth in the relevant Work Order. The total compensation for all Work Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year 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.

3.2.1 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.2 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Work Order issued by the City (the "Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule.

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

3.3.4 City's Representative. The City hereby designates Sean Castillo, President, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Clete Saunier, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.3.6 Coordination of Services. Contractor 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.

3.3.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care

provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance and Liquidated Damages.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Five Hundred Dollars ($1,500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor 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 Contractor and its subconsultants, 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.

3.3.8.3 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 Contractor 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If

Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate

the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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.

3.3.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials,

officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Department of Industrial Relations against Contractor or any subcontractor.

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 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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.

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

3.5.3 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 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part

of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor 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. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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:

Contractor: Toro Enterprises, Inc.
2101 E. Ventura Blvd.
Oxnard, CA 93036

City:

City of Santa Paula
PO Box 569
Santa Paula, CA 93061
Attn: Clete Saunier, Public Works Director

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

3.7.4 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.7.16 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.

3.7.17 Authority to Enter Agreement. Contractor 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.

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

3.7.19 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. This Agreement may only be modified by a writing signed by both parties.

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "D" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND TORO ENTERPRISE, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

TORO ENTERPRISES, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at teh City Clerk's office]

EXHIBIT "B"

WORK ORDER SAMPLE

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 933-4212

MAINTENANCE WORK ORDER # XX

Issued under **MAINTENANCE AGREEMENT FOR SERVICES**, dated _____

Project Name: XXXXX
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Description of Services to be performed by Contractor under this Work Order:
The city of Santa Paula authorizes the Contractor (_____) to _____ . Please see attached proposal dated _____ (exhibit A)

Time for Completion:
The Contractor shall complete on _____.

Cost Estimate:
Work Order No.XX will not exceed $_____ and will be expensed to XXX-5-XXXX-XXX.This project shall be completed on a time and materials basis in accordance with the Standard Maintenance Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____ _____ _____
Contractor Date Date

Recommended/Approved By:

_____ _____ _____
Clete Saunier, Date Dan Singer
Public Works Director City Manager

_____ _____
Christy Ramirez, Date
Finance Director

EXHIBIT "C"

COMPENSATION

Toro Enterprises Inc.
General Engineering Contractors

LABOR & EQUIPMENT RATES

LABOR RATES

DESCRIPTION	UNIT	S/T Rate	O/T Rate	D/T Rate
LABORER	HR	98.00	128.00	159.00
LABORER SAW MAN	HR	109.00	144.00	178.00
LABORER VAC TRUCK	HR	105.00	138.00	171.00
CARPENTER	HR	103.00	138.00	172.00
CEMENT MASON	HR	103.00	133.00	166.00
OPERATOR	HR	125.00	167.00	209.00
TRUCK DRIVER/WATER TRUCK	HR	99.00	130.00	162.00
FOREMAN - Carpenter	HR	117.00	158.00	198.00
FOREMAN - Concrete	HR	117.00	158.00	198.00
FOREMAN - Grading/Paving/Utility	HR	145.00	197.00	249.00
STRIPER	HR	104.00	138.00	172.00
STRIPER FOREMAN	HR	110.00	145.00	182.00
SUPERINTENDENT	HR	170.00	227.00	283.00

Effective: 7/01/2023

OPERATED & MAINTAINED EQUIPMENT

DESCRIPTION	UNIT	S/T Rate	O/T Rate	D/T Rate
MOTOR GRADER CAT 120M	HR	194.00	236.00	278.00
MOTOR GRADER CAT 140M	HR	209.00	251.00	293.00
SKIP LOADER JOHN DEERE 210LE	HR	167.00	209.00	251.00
SCRAPER CAT 613 C	HR	251.00	293.00	335.00
SCRAPER CAT 623 E	HR	282.00	324.00	366.00
DOZER CAT D3	HR	214.00	256.00	298.00
DOZER CAT D6-R	HR	222.00	264.00	306.00
CAT 815F COMPACTOR	HR	214.00	256.00	298.00
CAT 824H COMPACTOR	HR	246.00	288.00	330.00
LOADER CAT 938	HR	216.00	258.00	300.00
LOADER CAT 950	HR	226.00	268.00	310.00
PICKUP TRUCK (BARE)	HR	45.00	45.00	45.00
TOOL TRUCK 550F	HR	60.00	60.00	60.00
TACK TRUCK	HR	65.00	65.00	65.00
FORM TRUCK (BARE)	HR	70.00	70.00	70.00
TRAFFIC CONTROL TRUCK	HR	75.00	75.00	75.00
**SAW TRUCK (BARE) **	HR	95.00	95.00	95.00
CAT SKIDSTEER 289 With breaker or grinder add $95.00	HR	202.00	244.00	286.00
BACKHOE CAT J. DEERE 410 with breaker or auger add $85.00	HR	204.00	246.00	288.00
BACKHOE CAT 420 with breaker or auger add $85.00	HR	184.00	226.00	268.00
BACKHOE CAT 430 with breaker or auger add $85.00	HR	211.00	253.00	295.00
BACKHOE CAT 450 with breaker or auger add $85.00	HR	236.00	278.00	320.00
MILLER FORMLESS M1000	HR	285.00	327.00	369.00
EXCAVATOR DEERE 50G	HR	164.00	206.00	248.00
EXCAVATOR J.DEERE 75G	HR	167.00	209.00	251.00
EXCAVATOR CAT 305.5	HR	164.00	206.00	248.00
EXCAVATOR CAT 315	HR	241.00	283.00	325.00
EXCAVATOR CAT 316	HR	301.00	343.00	385.00
EXCAVATOR CAT 320	HR	252.00	294.00	336.00
EXCAVATOR CAT 325	HR	262.00	304.00	346.00
EXCAVATOR CAT 335	HR	297.00	339.00	381.00
EXCAVATOR CAT 336	HR	292.00	334.00	376.00
EXCAVATOR CAT 349	HR	317.00	359.00	401.00
EXCAVATOR CAT 374 FL (Mobilizations are individually priced)	HR	521.00	563.00	605.00
WATER TRUCK (3,500 GAL.)	HR	140.00	171.00	202.00
WATER TRUCK (2,000 GAL.)	HR	140.00	171.00	202.00
BOB TAIL DUMP TRUCK	HR	140.00	171.00	202.00
SEMI END DUMP (price upon request)	HR			
10 WHEELER DUMP TRUCK (price upon request)	HR			
10 WHEELER MIXER TRUCK	HR	170.00	201.00	232.00
1'X4' VIBRATORY TAMP (BARE)	DAILY	304.00	304.00	304.00
CAT AP 1055 D Paver (Screedmen not included)	HR	304.00	346.00	388.00
CAT AP 1000 D Paver (Screedmen not included)	HR	304.00	346.00	388.00
CAT AP 555 (Screedmen not included)	HR	264.00	306.00	348.00
MIDLAND ROAD WIDENER SPD-8	HR	286.00	325.00	363.00
ROADTEC SB-3000 (Operators not included, fuel not included)	HR	405.00	405.00	405.00
Mobilization $190.00 per hour / Hopper Insert $105.00 per Day	HR/Day			
AUTOMATICS WITH SAS SKI	DAILY	139.00	139.00	139.00

Toro ENTERPRISES INC
GENERAL ENGINEERING CONTRACTORS

LABOR & EQUIPMENT RATES
LABOR RATES

CAT ROLLER 214	HR	162.00	204.00	246.00
CAT ROLLER CB224	HR	167.00	209.00	251.00
CAT ROLLER CC34D	HR	182.00	224.00	266.00
CAT ROLLER CB36B	HR	190.00	232.00	274.00
CAT ROLLER CB434D	HR	197.00	239.00	281.00
CAT ROLLER CB534XW	HR	202.00	244.00	286.00
CAT ROLLER CB7	HR	202.00	244.00	286.00
CAT ROLLER CB10	HR	202.00	244.00	286.00
CAT ROLLER CS423	HR	192.00	234.00	276.00
CAT ROLLER CS66	HR	212.00	254.00	296.00
CAT ROLLER CB54B PAD FOOT	HR	229.00	271.00	313.00
CAT ROLLER PS 150 PNEUMATIC	HR	177.00	219.00	261.00
HAMM ROLLER HD8VV	HR	157.00	199.00	241.00
HAMM ROLLER HD10CVV	HR	162.00	204.00	246.00
HAMM ROLLER HD12VV	HR	167.00	209.00	251.00
TRAILKING EQUIPMENT TRAILER	HR	55.00	55.00	55.00
LEE BOY 250 GALLON EMULSION SPREADER (material not included)	HR	75.00	75.00	75.00
Weiler Windrow Elevator (BARE)	HR	160.00	160.00	160.00
DOOSAN light tower	HR	17.00	17.00	17.00
COMPRESSOR 185CFM	HR	75.00	75.00	75.00
WATER TRAILER 500 GAL. (BARE)	HR	59.00	59.00	59.00
VERMEER T300B (OPERATED)	HR	169.00	211.00	253.00
LAYMORE SWEEPER	HR	114.00	144.00	175.00
ZIPPER (AZ360X-173E)	HR	176.00	218.00	260.00
GRACO LINE LAZER (BARE)	HR	15.00	15.00	15.00
THERMO TRAILER (BARE)	HR	45.00	45.00	45.00
PAINT STRIPER TRUCK (BARE)	HR	140.00	140.00	140.00
GRACO GRIND LAZER (BARE)	HR	20.00	20.00	20.00
GRACO VACUUM (BARE)	HR	20.00	20.00	20.00
PETERBILT 2 AXLE HYDROVAC (BARE)	HR	160.00	160.00	160.00
MRL 4-8000 THERMOPLASTIC (BARE)	HR	260.00	260.00	260.00

EQUIPMENT MOVE CHARGES APPLY AT $225.00 PER HOUR. 9 AXLE MOVES AT $275.00 PER HOUR.

SAW TRUCK, TRAVEL TIME IF LESS THAN THE 4 HOUR MINIMUM WILL BE CHARGED $109.00 PER HOUR

Operator rates are based upon a four hour minimum. Toro Enterprises, Inc. is an insured, bondable union contractor. All equipment rates are operated and maintained.

Prices in Toro Enterprises, Inc.'s bid for projects with high fuel and lubricant consumption (including but not limited to grading jobs) are based substantially on fuel and lubricant prices that were in effect on the date of Toro Enterprises, Inc.'s final bid (Base Price). Due to the extreme volatility in the fuel and lubricant market, project Owner and / or General Contractor concur that by entering into a Subcontract Agreement with Toro Enterprises, Inc. on this project, project Owner and / or General Contractor agrees to reimburse Toro Enterprises, Inc. for fuel and lubricant price escalations that occur during the life of this project.

In addition, there will be a 10% fuel surcharge added to the existing rates during this time of fuel uncertainty.

RATES GOOD THROUGH: 3/01/2024

PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635
Estimating Fax: (805) 483-2001
LICENSE # 710580
www.toroenterprises.com

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Contractor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the books and records. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Contractor shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor warrants that it is not debarred, suspended, or

otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Contractor exceeds

at its own risk.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ON-CALL SERVICES AGREEMENT FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

Date: October 18, 2023

Agenda Item: 10.I

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year on-call services agreement with Yunex LLC for Citywide Traffic Signal Maintenance services.
2. Authorize the City Manager or his designee to issue traffic signal repair and maintenance services work orders on a time and material basis in an aggregate amount not to exceed the adopted fiscal year budget or $250,000 per fiscal year, whichever is less.

BACKGROUND:

The City of Santa Paula has 17 signalized intersections in town. Each intersection consists of a system of traffic signal poles, lights, controller cabinets and vehicle detection systems. Of these 16 intersections, 4 are maintained by Caltrans, and 13 are maintained by the City. The City-maintained intersections include:

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

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

of the year.

Routine maintenance may include adjustment of signal timing, replacement of signal controller components, back-up batteries, pedestrian push buttons, traffic lights, street lights, and vehicle detection loops. More significant repairs may be required following vehicle collisions with traffic signal poles, controllers and mast arms, which can be costly and time-consuming to contract maintenance budgets. Generally, the repair or replacement of traffic signal components is a specialized trade requiring trained staff to perform. The City does not have signal technicians or repair personnel on staff with these qualifications and must contract with a qualified company for such services.

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

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

Scheduled Maintenance Work (primary purpose)

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

Non-Scheduled Urgent Repair Work (as-needed)

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

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

ANALYSIS:

On June 21, 2023, City Council authorized Staff to publish a Request for Qualifications (RFQ) for Citywide Traffic Signal Maintenance Services. On June 29, 2023, staff advertised the RFQ and one (1) Statement of Qualifications (SOQ) was received and opened on July 27, 2023, which was from Yunex Traffic.

The contractor was evaluated based on their qualifications, experience, and unit prices. Staff determined that Yunex Traffic was qualified to provide traffic signal maintenance services

within their specialty area. Their unit prices are also competitive compared to currently available bid data. Due to the specialized nature of traffic signal maintenance services as well as the lack of contractors that can perform this work locally, we are recommending moving forward with awarding to the sole proposer.
Staff is committed to responsible financial stewardship. Staff will report regularly to Council on the project covered by this contract. In addition, staff will ensure that no work order is issued to Yunex Traffic for a Capital Improvement Project (CIP) until the CIP is approved by City Council.

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:

Individual work orders with the City Manager's, or his designee's approval will be separately issued, reflecting negotiated scopes of work, cost estimates and schedules for projects and services that have been adopted for the respective fiscal year. The amount for each work order shall not exceed the adopted budget for each project or professional service. The cumulative total for all work orders shall not exceed $250,000 annually for each consultant. A sample Work Order is included in Exhibit B of the Maintenance Services Agreement identified as Attachment 1.

OPTIONS:

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

1. Do not approve a three-year maintenance agreement with Yunex LLC. Doing so would delay critical traffic signal maintenance work that cannot be performed with internal staff.

ATTACHMENTS:

Attachment 1 - Yunex LLCMaintenance Agreement.pdf

Attachment 1

MAINTENACE SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND YUNEX LLC

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT
AND
YUNEX LLC

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Yunex LLC, a California Limited Liability Company with its principal place of business at 1026 E. Lacy Avenue, Anaheim, CA 92805 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the On-Call Traffic Signal Repair Service Maintenance Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance 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. The Services shall be more particularly described in the individual Work Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Work Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Work Order,

the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1 ,2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. Contractor 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.

1.1.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Work Order shall be set forth in the relevant Work Order. The total compensation for all Work Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year 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.

3.2.1 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.2 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Work Order issued by the City (the "Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule.

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

3.3.4 City's Representative. The City hereby designates Michael J. Hutchens, West Operations Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes

under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Clete Saunier, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.3.6 Coordination of Services. Contractor 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.

3.3.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance and Liquidated Damages.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Five Hundred Dollars ($1,500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor 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 Contractor and its subconsultants, 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.

3.3.8.3 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 Contractor 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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.

3.3.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its

subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with

Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without

limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly

to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Department of Industrial Relations against Contractor or any subcontractor.

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 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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.

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

3.5.3 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 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor

shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor 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. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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:

Contractor: Yunex LLC.
1026 E. Lacey Avenue

Anaheim, CA 92805

City:

City of Santa Paula
PO Box 569
Santa Paula, CA 93061
Attn: Clete Saunier, Public Works Director

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

3.7.4 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or

making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.7.16 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.

3.7.17 Authority to Enter Agreement. Contractor 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.

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

3.7.19 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. This Agreement may only be modified by a writing signed by both parties.

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "D" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND YUNEX LLC

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

YUNEX LLC

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

[Due to page volume, this is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "B"

WORK ORDER SAMPLE

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 933-4212

MAINTENANCE WORK ORDER # XX

Issued under **MAINTENANCE AGREEMENT FOR SERVICES**, dated _____

Project Name: XXXXX
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Description of Services to be performed by Contractor under this Work Order:
The city of Santa Paula authorizes the Contractor (_____) to _____ . Please see attached proposal dated _____ (exhibit A)

Time for Completion:
The Contractor shall complete on _____.

Cost Estimate:
Work Order No.XX will not exceed $_____ and will be expensed to XXX-5-XXXX-XXX.This project shall be completed on a time and materials basis in accordance with the Standard Maintenance Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____ _____ _____
Contractor Date Date

Recommended/Approved By:

_____ _____ _____
Clete Saunier, Date Dan Singer
Public Works Director City Manager

_____ _____
Christy Ramirez, Date
Finance Director

EXHIBIT "C"

COMPENSATION

YUNEX TRAFFIC

City of Santa Paula
On-Call Traffic Signal Repair Services
Rate Schedule

Labor Rates

Item Description	Unit	Regular	Overtime	Premium
Foreman	Hourly	$140.00	$182.00	$225.00
Journeyman	Hourly	$130.00	$169.00	$207.00
Trans. System Tech	Hourly	$116.00	$147.00	$178.00
Laborer	Hourly	$111.00	$160.00	$160.00

- Regular Hours: Monday through Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours: Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours: Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates

Item Description	Unit	Unit Price
Pickup Truck	Hourly	$29.00
Dump Truck	Hourly	$32.00
Bucket Truck	Hourly	$32.00
Service Truck	Hourly	$32.00
Crane Truck	Hourly	$65.00
Air Compressor with Tools	Hourly	$5.00
Concrete Saw	Hourly	$5.00
Arrow Board	Hourly	$5.00

Material Markup

Item Description	Unit	%
Material Markup	%	15%

Subcontractor Work Markup

Item Description	Unit	%
Subcontractor Work Markup	%	10%

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

□ Individual
□ Corporate Officer

_____
Title(s)

□ Partner(s) □ Limited □ General
□ Attorney-In-Fact
□ Trustee(s)
□ Guardian/Conservator
□ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Contractor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the books and records. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Contractor shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor warrants that it is not debarred, suspended, or

otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Contractor exceeds

at its own risk.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, Interim City Attorney

Subject: UNION OIL BUILDING TRANSFER AGREEMENT

Date: October 18, 2023

Agenda Item: 11.A

RECOMMENDATION:

Adopt Resolution No. 7488 to:

1. Authorize the City Manager to execute the proposed Transfer Agreement to acquire the Union Oil Building property, and all documents necessary to carry out the Transfer Agreement; and
2. Authorize acceptance of the property pursuant to Government Code Section 27281.

Presented by: Monica Castillo, Interim City Attorney

BACKGROUND:

Since July 1, 1993, the City of Santa Paula (City) has leased the Union Oil Building property located at 1001, 1003, and 1033 East Main Street from Chevron ("Property"), through its affiliate Union Oil Company of California. The lease permitted the City to use the Property to operate the California Oil Museum.

On November 16, 2022, in a move that was both unprecedented and unexpected, Chevron offered to donate the Property to the City, including the main building, the rig building, and the parking lot. Chevron also agreed to give the City a $2-million grant to pay for the costs of deferred maintenance and, for a nominal price, memorabilia kept at the Property.

Since last November, City staff has been working with an ad-hoc committee of the Council consisting of the Mayor and Vice Mayor, and with current tenants and stakeholders in identifying potential uses of the buildings once the acquisition process is complete. A series of public workshops giving input on the future of the buildings and their potential uses have also been concluded. It is anticipated, as a next step in the process, that a Request for Proposals will be established and publicized to garner proposals for the potential use of this historic property.

At this time, to formalize the terms of the donation, Chevron and City have agreed to enter a Transfer Agreement. Tonight, staff is recommending that Council approve the Transfer Agreement by adopting Resolution No. 7488 (Attachment A).

ANALYSIS:

Once the purchase is completed and the City owns the Property, all obligations to Chevron

under the City's lease agreement will be cancelled. The Transfer Agreement contains the following material terms:

1. The City will pay $1 for the Property and $10 for memorabilia and other personal property.
2. Transfer of the Property will be completed no later than December 31, 2023.
3. Once the agreement is signed, the City will have 45 days to complete inspections and other due diligence on the Property. These efforts have already begun.
4. After the 45-day due diligence ends, the City may not terminate the agreement based on Property conditions and the Property, upon closing, will be accepted "AS IS, WHERE IS" with all faults.
5. Before closing, a non-defaulting party may terminate the agreement for the other party's default and will be entitled to up to $20,000 for actual costs incurred in the transaction.
6. After the Property is transferred to the City, the City agrees to release Chevron of all known or unknown environmental claims and certain other claims, and will indemnify and defend Chevron from such claims. These are referred to as the "release and indemnity provisions."
7. If City sells the Property, the next owner must also agree to the release and indemnity provisions with respect to Chevron. Chevron will have no obligation to release the City from these provisions if sold to a new owner, but will release City from the indemnity provisions in its reasonable discretion.
8. To receive the $2-million grant ("Grant"), before closing the City must prepare a Deferred Maintenance Plan (DMP) describing good faith estimates of the costs of repairs with a report on the condition of each building and its systems. The DMP and report are largely complete.
9. The Grant must be used for work and repairs described in the DMP. Any unused portion following the first 24 months after closing will be placed in an endowment fund for building maintenance, repair, and improvements.

STRATEGIC PLAN:

This item furthers the City's 2023-2025 Strategic Plan in that it will allow the City to preserve a historic resource, attract tourism, and promote the City's standing as a regional leader of the arts, culture, and entertainment reflective of the City's values and history.

FISCAL IMPACTS:

The Council previously approved $30,000 in account 100-5-9380-290 for consultant fees and other costs related to this transaction, including the City's due diligence review. These expenses are offset by the value of the Property and the $2-million grant the City will receive.

OPTIONS:

In addition to the recommended action, the City Council may:

1. Direct staff to modify or add material terms and continue negotiating the Transfer Agreement.
2. Provide other direction as desirable.

ATTACHMENTS:

Attachment A - Reso 7488 authorizing Union Oil Transfer Agmt (10.18.23 CC)-c1.pdf
Attachment B - Union Oil Transfer Agreement.pdf

ATTACHMENT A:

Resolution No. 7488
Union Oil Transfer Agreement

RESOLUTION NO. 7488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING EXECUTION OF THE UNION OIL TRANSFER AGREEMENT AND ACCEPTANCE OF REAL PROPERTY LOCATED AT 1001, 1003, AND 1033 EAST MAIN STREET

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

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

A. Chevron, through its affiliate Union Oil Company of California, has offered to transfer real property located at 1001, 1003, and 1033 East Main Street and its improvements ("Property") to the City for one dollar ($1).

B. Chevron has also offered to sell memorabilia and other personal property to the City for $10.00 and to provide a grant of $2 million for deferred maintenance of the buildings located on the Property. One of the buildings houses the California Oil Museum.

C. The City Council now desires to enter a Transfer Agreement to formalize acquisition of the Property and other terms of Chevron's offer.

D. Acquisition of the Property and its possible beneficial uses for the community is in conformity with the City's General Plan and 2023-2025 City Council Strategic Goals in that it will allow the City to preserve a historic resource, attract tourism, and promote the City's standing as regional leader of the arts, culture, and entertainment reflective of the City's value and history.

SECTION 2: *Authorization*. Pursuant to Government Code Section 27281, the City Manager is authorized to accept the Property and to take all steps needed to acquire the Property including, without limitation, executing the Transfer Agreement, substantively in the form presented to City Council at its October 18, 2023 Regular Meeting, and any other documents required for acquiring the Property on the City's behalf.

SECTION 3: *Environmental Assessment*. Purchase of the Property is not a "project" for purposes of the California Environmental Quality Act (CEQA), as the purchase of land without a commitment to a change in use will not directly or indirectly result in physical changes to the environment.

SECTION 4: *Certification*. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it should become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Paula this 18th day of October 2023

_____
Andy Sobel, Mayor

Attest:

_____
Julie Latshaw, CMC, City Clerk

Approved as to form:

_____
Monica Castillo, Interim City Attorney

Approved as to content:

_____
Dan Singer, City Manager

STATE OF CALIFORNIA COUNTY OF VENTURA CITY OF SANTA PAULA

I, Julie Latshaw, CITY CLERK of the City of Santa Paula do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Santa Paula held on the 18th day of October 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Santa Paula, California this 18th day of October 2023

_____
Julie Latshaw, CMC, City Clerk

ATTACHMENT B:

Union Oil Transfer Agreement

REAL PROPERTY TRANSFER AGREEMENT AND JOINT ESCROW INSTRUCTIONS

BETWEEN

UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION

AND

CITY OF SANTA PAULA, A CALIFORNIA MUNICIPAL CORPORATION

City of Santa Paula, County of Ventura, State of California

Effective Date: _____, 2023

REAL PROPERTY TRANSFER AGREEMENT AND JOINT ESCROW INSTRUCTIONS

TABLE OF CONTENTS

Section		Page
RECITALS		1
AGREEMENT		1
1.	DEFINITIONS, INTERPRETATION, AND EXHIBITS.	1
2.	SALE AND PURCHASE OF THE PROPERTY, PURCHASE PRICE AND PAYMENTS.	9
3.	INSPECTIONS AND APPROVALS.	9
4.	TRANSFEROR'S OBLIGATIONS PRIOR TO CLOSING	14
5.	REPRESENTATIONS AND WARRANTIES.	14
6.	PROPERTY CONDITION; AS-IS PURCHASE.	17
7.	TRANSFEREE'S RELEASE AND INDEMNIFICATION.	18
8.	CONDITIONS PRECEDENT TO CLOSING.	21
9.	COSTS AND PRORATIONS.	22
10.	CLOSING AND ESCROW	23
11.	DAMAGE, DESTRUCTION AND CONDEMNATION	25
12.	DEFAULT AND REMEDIES.	25
13.	NOTICES.	27
14.	GOVERNING LAW AND RESOLUTION OF DISPUTES.	27
15.	MISCELLANEOUS.	29
16.	ESCROW AGREEMENT	30
17.	ADDITIONAL OBLIGATIONS.	31
18.	GENERAL PROVISIONS.	31
19.	MONETARY GRANT.	33

EXHIBIT A – REAL PROPERTY DESCRIPTION
EXHIBIT B – DEED
EXHIBIT C – PROPERTY DOCUMENTS
EXHIBIT D – ASSIGNMENT AND BILL OF SALE

REAL PROPERTY TRANSFER AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This **REAL PROPERTY TRANSFER AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (the "**Agreement**"), dated as of _____, 2023 for reference purposes only, is between **UNION OIL COMPANY OF CALIFORNIA**, a California corporation ("**Transferor**") and **CITY OF SANTA PAULA**, a California municipal corporation ("**Transferee**").

RECITALS

A. Transferor desires to transfer its interest in certain improved real property located in the City of Santa Paula (the "**City**"), County of Ventura ("**County**"), State of California ("**State**"), and Transferee desires to accept said transfer, on the terms and conditions set out in this Agreement, which improved real property is referred to below as the "Property". The Property is commonly known as 1001, 1003, and 1033 East Main Street, Santa Paula, California, and is improved with a two-story building (the "**Main Building**"), a cable tool drill rig building (the "**Rig Building**"), and a vacant lot of land used for parking (the "**Parking Lot**"). The Main Building, Rig Building, and Parking Lot are collectively referred to in this Agreement as the "**Improvements**".

B. Transferee currently leases the Property from Transferor, pursuant to that Property Lease dated July 1, 1993, as amended by (i) that certain First Amendment to Lease dated May 1, 2004, (ii) that certain Reinstatement of and Second Amendment to Lease dated February 26, 2009 and (iii) that certain Third Amendment to Lease (Union Oil Building Property) dated June 21, 2023 (collectively, the "**Lease**"). Pursuant to the Lease, the Property has been used for the operation of the California Oil Museum (the "**Museum**"). The term of the Lease began July 1, 1993 and is set to expire on the earlier of (i) the Closing under this Agreement or (ii) December 31, 2023.

C. Transferee would like to own the Property for the benefit of its residents and the public in general, and Transferor would like to see such occur.

D. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to be bound by this Agreement.

AGREEMENT

1. DEFINITIONS, INTERPRETATION, AND EXHIBITS.

1.1 Definitions. In this Agreement, these capitalized words or expressions have the following meanings:

"**Adjusted Purchase Price**" means the Purchase Price required to be paid, if any, and all prorations, adjustments, and credits required to be made under the Agreement.

"**Affiliate**" means any legal entity which, directly or indirectly, controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to control another if it owns directly or indirectly at least 50% of the shares or interests entitled to vote.

"**Agreement**" is defined in the introductory paragraph, including all exhibits, which are part of this Agreement.

"**Applicable Law(s)**" means any law, regulation, rule, statute, order, policy, license, registration, and any other standard or requirements having the effect of law that applies to the Agreement or the Parties, or interpretations imposed by any Government Entity that apply to this Agreement.

"**Appurtenant Rights**" means all easements, hereditaments, appurtenances, development rights, and other benefits, if any, pertaining to or affecting the Property.

"**Bill of Sale**" is defined in Section 10.2.5.

"**Business Day**" means all days except for a Friday, Saturday, Sunday or Legal Holiday.

"**City**" means the City of Santa Paula, the Transferee, as set forth in the Recitals.

"**Claim**" means any claim, suit, proceeding, action, liability, loss, demand, damage, encumbrance, cause of action of any kind, order, subpoena, obligation, cost, royalty, fee, assessment, duty, requirement, charge, penalty, fine, judgment, interest, and award (including recoverable legal counsel fees and cost of litigation of the Person asserting the claim), whether arising by law, contract, tort, voluntary settlement, or in any other manner resulting from or in any way associated with:

(A) Acts or omissions of the Transferee or Transferee Group with respect to, or occurring on, the Property;

(B) The ownership, control, use, possession, or operation of the Property;

(C) The performance or non-performance of any obligation under this Agreement; or

(D) Any condition existing or occurring in, on, under or within the Property before, on, or after Closing, including but not limited to:

(1) The death or injury of any person or persons, including without limitation, any member of the Transferee Group or Transferor Group;

(2) The damage or destruction of the Property;

(E) The violation or alleged violation of any federal, state, local, or municipal law, rule, regulation, order, judgment, decree or other requirement, including without limitation, requirements under permits, licenses, consents and approvals related in any way to the Property;

(F) The existence, assessment or remediation of Contamination upon, under, in or emanating from, the Property;

(G) Emissions, discharges, releases or threatened releases, or the presence, generation, manufacturing, processing, distribution, use, treatment, storage, disposal, transport, labeling, advertising, sale, display or handling, of Contamination;

(H) Any special, indirect or consequential damages, including, but not limited to, claims for loss of use, rents, anticipated profit or business opportunity, or business interruption, diminution in value, or mental or emotional distress or fear of injury, disease, or illness, or trespass, nuisance or otherwise related in any way to the Property;

(I) Any response costs any member of Transferor Group or Transferee Group may incur with respect to the Property under any Environmental Law; or

(J) Any cause of action or theory of any kind as a result of, in connection with, or in any way related to, the ownership and operation of the Property.

"**Closing**" or "**Close of Escrow**" means the first date on which the Escrow Agent files the Deed with the County for recording in the official records of the County pursuant to provisions of this Agreement.

"**Closing Date**" means the date which is the later of (i) thirty (30) days after the expiration of the Due Diligence Period, (ii) thirty (30) days after the Escrow Agent's receipt of written confirmation from both Transferor and Transferee of the satisfaction or waiver of all other conditions precedent to the Close of Escrow, or (iii) December 31, 2023.

"**Closing Documents**" means all the documents and instruments described in Section 10.2 and Section 10.3 of this Agreement.

"**Closing Instructions**" means the respective letters of escrow closing instructions executed by Transferee and Transferor (or their respective counsel on behalf of Transferee and Transferor) containing such terms as described in this Agreement, which will supplement the instructions provided to the Title Company in this Agreement. Attorneys for each Party shall be authorized to execute Closing Instructions for the respective Party the attorney is representing.

"**Conditions Precedent**" has the meaning given in Section 8.1.

"**Contamination**" means any Hazardous Material or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the Environmental Condition, including petroleum or petroleum products or wastes, or PFAS resulting from any cause, release, or source during Transferor's ownership of the Property or from Transferor's use of the Property.

"**County**" means the County of Ventura as set forth in the Recitals.

"**Deed**" means a grant deed conveying title of the Property to Transferee subject only to the Permitted Exceptions, in substantially the form of Exhibit B attached hereto and made a part hereof for all purposes.

"**Deferred Maintenance Plan**" is defined in Section 19.2.

"**Dispute**" means any claim, disagreement or controversy arising out of this Agreement, including a Claim under this Agreement and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability, termination, or breach of this Agreement, whether based in contract, tort, or in any other manner.

"**Due Diligence Period**" means a period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific time, on the thirtieth (30th) day following the Effective Date.

"**Effective Date**" means the first day upon which both Transferee and Transferor have signed this Agreement, and the same has been delivered to each Party.

"**Environmental Condition**" means Contamination at, on, under or emanating to or from the Property or a condition or circumstance relating to the Property or operation of the Property which is or is alleged to be not in compliance with Environmental Law and/or the Lease.

"**Environmental Law**" means any Applicable Law relating to pollution; the protection of the environment; the release, emission, discharge or disposal of any material or chemical substance; human health or safety; Hazardous Materials; natural resource damage; product registration; hazard communication, each as from time to time has been or may be amended or adopted before or after the Effective Date, including, any of the following:

(A) The Occupational Safety and Health Act, 29 U.S.C.A. §651, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. §6901, et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §9601, et seq.; the Clean Water Act, 33 U.S.C.A. §1251 et seq.; the Clean Air Act, 42 U.S.C.A. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §3001, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §2601 et seq.; the Oil Pollution Act of 1990, 33 U.S.C.A. §2701 et seq.

(B) The California Underground Storage of Hazardous Substances Act, H & S C §§ 25280, et seq.; the California Hazardous Substances Account Act, H & S C §§ 25300, et seq.; the California Hazardous Waste Control Act, H & S C §§ 25100, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H & S C §§ 24249.5, et seq.; and the Porter-Cologne Water Quality Act, Wat C §§ 13000, et seq.

"**Exceptions**" means, collectively, conditions, easements, encumbrances, restrictions, exceptions, rights-of-way, title defects, deeds of trust, mortgages, liens, taxes, assessments, charges, leases, rights of possession and other matters of record.

"**Exhibit**" means a document referred to in Section 1.3.1.

"**Grant**" is defined in Section 19.1.

"**Government Entity**" means any department, court, tribunal, exchange, authority, commission, board, instrumentality or agency of any municipal, local, state, federal or other governmental authority (including regulatory authorities and administrative bodies) and any subdivision of the foregoing or any Person owned or controlled by the government.

"**Hazardous Materials**" means any chemical substance, product, waste, or other material which is, or becomes identified, listed, published, regulated, or defined as, or which shows the characteristics of, a hazardous substance, hazardous waste, hazardous material, toxic substance, or other regulatory term, including oil, oil waste, by-products and components, NORM, hydrocarbons, and hydrocarbons waste, produced water, by-products and components, polychlorinated biphenyls, and asbestos, or which is otherwise regulated or restricted under any Environmental Law or by any Government Entity, or which may otherwise cause, contribute to, or result in an Environmental Condition. "Hazardous Materials" include the following: (A) a hazardous substance, as defined in Section 25281 or 25316 of the California Health and Safety Code; (B) a hazardous waste, as defined in Section 25117 of the California Health and Safety Code; (C) a waste, as defined in Section 470 of the California Health and Safety Code or as defined in Section 13050 of the California Water Code; or (D) any substance or material that is defined or designated as a hazardous waste, material or substance by any other applicable Environmental Laws, including PFAS.

"**IDW**" has the meaning given in Section 3.2.1(B).

"**Improvements**" is defined in the Recitals and includes any other buildings, equipment, and fixtures located on the Land at the time of Closing.

"**Inspections**" means physical and environmental inspections of the Property.

"**Land**" means the real property described in Exhibit A.

"**Lease**" is defined in the Recitals.

"**Legal Holiday**" means any local or federal holiday on which post offices are closed in the County or State.

"**Loss**" means all claims, suits, proceedings, actions, demands, liabilities, obligations, damages, penalties, fines and shall also include costs and expenses, including fees and disbursements of and to attorneys, experts and consultants, incurred in connection with any Claim.

"**Main Building**" is defined in the Recitals.

"**Monetary Lien**" means and is limited to deeds of trust, mortgages, and tax liens for delinquent Property Taxes whether the same arise before or after the Due

Diligence Period; provided, however, Monetary Liens shall not include non-delinquent Property Taxes, or monetary liens, encumbrances, or obligations caused by Transferee or any of Transferee's agents, employees, contractors or subcontractors.

"**Museum**" is defined in the Recitals.

"**Owner's Policy of Title Insurance**" means an ALTA Owner's policy of title insurance in the amount of the Property's appraised value to be obtained by Seller and provided to Purchaser before the Closing Date (and, if such does not occur, as otherwise reasonably determined by Transferee), issued by Title Insurer to Transferee at the Closing pursuant to the Title Commitment. The Owner's Policy of Title Insurance will be dated no earlier than the date of recordation of the Deed from Transferor to Transferee, will name Transferee as the insured, and will insure Transferee's fee simple title to the Property, subject only to standard printed exceptions and the Permitted Exceptions. However, in no event will the Owner's Policy of Title Insurance include survey modification coverage unless Transferee obtains the Survey and delivers a copy to Transferor and Title Insurer before the deadline by which Transferee must deliver the Title Objection Letter. At its expense, Transferee may obtain such endorsements to the Owner's Policy of Title Insurance as Transferee deems appropriate, but in no event shall the receipt of any such endorsements be deemed to be a condition of Closing for Transferee's benefit and/or part of the Owner's Policy of Title Insurance for such purposes.

"**Parking Lot**" is defined in the Recitals.

"**Party**" means each of Transferor and Transferee and "**Parties**" means both.

"**Permitted Exceptions**" means each of the enumerated Exceptions to Transferee's title to the Property set forth in Section 3.4.3 and/or any other Exceptions explicitly stated as such elsewhere in the Agreement.

"**Person**" means an individual, corporation, company, association, partnership, state, statutory corporation, Government Entity or any other legal entity.

"**Personal Property**" means certain personal property memorabilia that Transferor will identify and select in its sole and absolute discretion to be transferred to Transferee as of the Closing, which Transferor will provide notice thereof to Transferee prior to the expiration of the Due Diligence Period. For the avoidance of doubt, such notice may identify which personal property memorabilia Transferor has elected to retain and not transfer, and indicate that all other personal property owned by Transferor and located on the Property will be transferred to Transferee at Closing. No later than the Closing Date, Transferor and Transferee shall enter into an amendment to this Agreement for purposes of setting forth a description of the Personal Property that will be transferred to Transferee as of the Closing.

"**PFAS**" means any perfluoroalkyl or polyfluoroalkyl substances, whether or not currently regulated by any Government Entity.

"**Property**" means, collectively, (i) the Land, (ii) Appurtenant Rights to such Land; (iii) the Improvements; and (iv) the Personal Property.

"**Property Documents**" means the Property information materials in the possession of Transferor relating to the Property set forth in Exhibit C attached hereto and any other documents provided to Transferee by Transferor prior to Closing.

"**Property Taxes**" means all real property, personal property, ad valorem taxes, and any other similar taxes, as well as all special and general assessments of any kind imposed, levied or assessed on or against the Property.

"**Purchase Price**" means the amount payable by Transferee to Title Company for disbursement to Transferor under Section 2.3.

"**Released Matters**" has the meaning given in Section 7.1.

"**Rig Building**" is defined in the Recitals.

"**Settlement Statement**" means a closing statement prepared by the Title Company.

"**Survey**" means a new ALTA survey, if any, obtained by Transferee and made by a licensed surveyor, bearing a legal description, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys on all sides, the topography, the location of all available utilities in adjoining streets, alleys or property, the location of all improvements and encroachments, and the location of all recorded easements against or appurtenant to the Property, and certified to Transferee and Title Insurer.

"**Title Commitment**" means a commitment for title insurance describing the status of title to the Property and all Exceptions which would appear in an Owner's Policy of Title Insurance.

"**Title Company**" means First American Title Insurance Company, whose principal office is located at 3780 State Street, Suite C, Santa Barbara, CA 93105, Attention: Kris Randolph [Telephone: (805) 569-6129 /Email: krandolph@firstam.com], and who is acting as the escrow agent for this Agreement.

"**Title Insurer**" means First American Title Insurance Company, whose principal office is located at 3780 State Street, Suite C, Santa Barbara, CA 93105, Attention: Bridget Foss [Telephone: (805) 569-6154 /Email: bfoss@firstam.com]. Title Insurer will issue the Title Commitment and, at Closing, the Owner's Policy of Title Insurance.

"**Title Objection Letter**" will have the meaning set forth in Section 3.4.1 of this Agreement.

"**Transferee Group**" means Transferee and its elected officials, officers, directors, attorneys, contractors, consultants, agents, employees and their

respective predecessors and successors in interest and assigns, excluding Transferor Group.

"**Transferor Group**" means Transferor, its parent, and Affiliates, whether wholly owned, partially owned, directly or indirectly, together with their respective directors, officers, managers, members, employees, contractors, representatives and agents, and their respective predecessors and successors in interest and assigns, excluding Transferee Group.

"**US$**" means United States Dollars.

1.2 Interpretation. Unless the context expressly requires an interpretation to the contrary, all of the following apply to the interpretation of this Agreement:

1.2.1 The plural and singular words each include the other.

1.2.2 The masculine, feminine, and neutral genders each include the others.

1.2.3 The word "or" is not exclusive, the words "includes" and "including" are not illustrative, limiting.

1.2.4 References to the Parties include their respective successors and permitted assignees.

1.2.5 References to matters "arising" (or which "arise" or "arises") "out of this Agreement" include matters which arise in connection with this Agreement or have a causal connection with or which flow from this Agreement or which would not have arisen or occurred but for the entering into this Agreement or the performance of or failure to perform obligations under this Agreement.

1.2.6 The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.

1.2.7 A capitalized derivative or other variation of a defined term has a corresponding meaning and must be construed accordingly.

1.2.8 If a conflict exists between any provisions of this Agreement as they apply to a Party, the provision that imposes the more stringent obligation on that Party prevails to the extent of the conflict.

1.2.9 Where provision is made for agreement or the giving of notice, approval or consent by any Party, unless otherwise specified, the agreement, notice, approval, or consent must be in writing.

1.3 Exhibits and Schedules.

1.3.1 All of the Exhibits that are attached to the body of this Agreement are an integral part of, and are incorporated by reference into, this Agreement, and consist of:

(A) Exhibit A – Legal Description of the Land

(B) Exhibit B – Deed

(C) Exhibit C – Property Documents

(D) Exhibit D – Assignment and Bill of Sale

1.3.2 If a conflict exists between the body of this Agreement and the Exhibits or Schedule(s), the body prevails to the extent of the conflict.

2. SALE AND PURCHASE OF THE PROPERTY, PURCHASE PRICE AND PAYMENTS.

2.1 Purchase and Transfer. Subject to the terms and conditions of this Agreement, and for the consideration required in this Agreement, Transferor agrees to sell, assign and convey, and Transferee agrees to purchase, acquire and accept, all of Transferor's right, title and interest, if any, in and to the Property.

2.2 Method of Conveyance. Exclusive of the Personal Property, Transferor's interest in the Property will be conveyed to Transferee on the Closing Date by way of the Deed, to be executed and delivered by Transferor, and which will be subject to the Permitted Exceptions affecting or encumbering the Property. Transferor's interest in the Personal Property will be transferred to Transferee at Closing by way of the Bill of Sale.

2.3 Purchase Price. The Purchase Price for the Property (the "**Purchase Price**") is One U.S. Dollar (US$1). Notwithstanding the above, Transferor may elect in its sole and absolute discretion not to require the payment of said sum to it at Closing.

2.4 Payment. Transferee will deposit with Title Company the Adjusted Purchase Price, at least one (1) Business Day prior to the Closing Date as specified more fully below. Upon Closing, Title Company shall wire the Purchase Price in immediately available funds to such bank account(s) as Transferor may designate. The Purchase Price will also be subject to further adjustments for prorations and credits required to be made in accordance with Section 9 below.

3. INSPECTIONS AND APPROVALS.

3.1 Inspections. Transferee may conduct the inspections and studies described in this Section 3 during the Due Diligence Period.

3.2 Access to the Property and Indemnification by Transferee.

3.2.1 Access.

(A) During the Due Diligence Period, Transferor will permit Transferee and Transferee's agents and representatives reasonable access to the Property for the purpose of conducting such Inspections as Transferee will deem necessary to determine the feasibility of the Property for Transferee's intended use, subject to the conditions set forth in this Section 3.2. Transferee and Transferor acknowledge that Transferee is as of the Effective Date in possession of the Property pursuant to the Lease. Before Transferee enters the Property to perform Inspections, Transferee will give Transferor ten (10) Business Days' notice and, at Transferor's option, a representative of Transferor may accompany Transferee and/or Transferee's representative. Transferee will be solely

responsible for the conduct of Transferee's representatives on and adjacent to the Property and will assume and pay for all expenses incurred in connection with the Inspections. Transferee will not allow, and Transferee's representatives will not conduct, any physically invasive testing of, on, or under the Property without first obtaining Transferor's written consent, which may be granted or withheld in Transferor's sole discretion. (Nothing set forth in this Agreement, however, shall limit Transferee's right to access and possess the Property to the extent already provided for in the Lease.)

(B) Transferee will return the Property to substantially the same condition existing before entry by Transferee's representatives. Transferee shall be solely responsible for the proper removal and prompt disposal of waste generated during its Inspections ("**IDW**"). All manifests for IDW will identify Transferee as the generator, and Transferee will indemnify Transferor against any Claim associated with Transferee having disposed of such IDW. Transferee agrees to select a licensed disposal facility that meets federal, state, and local laws and requirements with respect to the disposal of IDW.

(C) Transferee will keep confidential the information resulting from the Inspections and will deliver to Transferor copies of all reports, surveys and studies generated by the Inspections promptly after receipt. Transferee may disclose this confidential information to Transferee's representatives to the extent each needs to know the confidential information for the sole purpose of evaluating the Property, provided Transferee takes all reasonable measures to assure that Transferee's representatives keep such information confidential. Transferee will not contact any Government Entity regarding the results of any testing performed on the Property unless required by Applicable Law and only after Transferee has given Transferor not less than seven (7) days' written notice prior to any such contact. At Transferor's sole option and to the extent allowed by Environmental Law, if Transferee does not purchase the Property in accordance with the terms and conditions in this Agreement, Transferee will either destroy all reports, surveys, and studies generated by the Inspections, or deliver all such documents to Transferor. Additionally, within five (5) Business Days after the receipt thereof, Transferee will provide Transferor with a copy of each and every final report, survey or study prepared by or for Transferee with respect to its investigation and due diligence of the Property during the Due Diligence Period, which will be provided without any warranty by Transferee as to the completeness or accuracy of the information contained therein.

(D) Transferee will indemnify, defend, and hold Transferor harmless from any Loss, injury, liability, damage, or expense, including reasonable attorneys' fees and costs which Transferor may incur as a result of (1) any act or omission of Transferee or its agents or representatives arising in connection with any tests or inspections conducted by Transferee or its agents or representatives or (2) the failure of Transferee to restore the Property in accordance with this Section.

(E) During the Due Diligence Period and before performing any Inspections, Transferee will procure and maintain, at its own expense, during the performance of the Inspections, policies of insurance provided by insurance companies admitted to do business in the State of California with A.M. Best & Company ratings of at least A- / VIII and which are reasonably acceptable to Transferor, which policies are primary as to any other existing, valid and collectible insurance insuring Transferee against Loss or liability caused by or with the performance of this Agreement by

Transferee, or its agents, consultants, contractors, or subcontractors, in amounts not less than:

(1) Commercial General Liability Insurance with a minimum combined single limit of liability of at least US$1,000,000 and a general aggregate limit of at least US$2,000,000.

(2) Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of at least US$1,000,000) each occurrence for Bodily Injury and Property Damage.

(3) Workers' Compensation Insurance as required by applicable Law, and Employers' Liability Insurance with a minimum limit of at least US$1,000,000 per employee and at least US$1,000,000 each occurrence.

Notwithstanding the above, nothing in this Agreement shall require Transferee to provide any insurance coverage that it is already maintaining pursuant to the terms of the Lease.

(F) The insurance coverage required may be provided by one or more policies of insurance issued to Transferee or its agents, consultants, contractors or subcontractors, provided, however, that in order for such insurance to be acceptable, Transferee will contractually require such agents, consultants, contractors or subcontractors to indemnify, defend, and hold harmless Transferor Group from and against Claims and Losses to the extent of Transferee's obligations provided for in this Agreement, with Transferor Group named as an additional insured to such agreements, and such insurance policies will meet the requirements of this Section.

(G) The policies of insurance will name Transferor Group as an additional insured and will not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. Such insurance will provide coverage for Claims and Losses arising out of the actions of Transferee or its agents, consultants, contractors or subcontractors on or about the Property while the policy is in force, regardless of whether the Claim or Loss arises after the policy is expired. Prior to its entry on the Property during the Due Diligence Period, Transferee will deliver to Transferor a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to thirty (30) days' advance written notice to Transferor. Subrogation against Transferor and the Transferor Group will be waived as respects all of the insurance policies required above (including policies of any subcontractor). The insurance required in no way limits or restricts any indemnity by Transferee or its agents, consultants, contractors, or subcontractors under this Agreement nor by any limitation placed on the indemnity as a matter of Applicable Law.

(H) Subject to the Lease, Transferor, in its sole discretion, has the right to suspend or terminate any Transferee's or Transferee Group member's access at any time for any violation of this Section or any action or omission by Transferee personnel that may create a risk of harm of any type.

3.2.2 The provisions of this Section 3.2 will survive termination of this Agreement or the Closing, as applicable.

3.3 Inspection of Property Documents. Within seven (7) Business Days after the Effective Date, if such has not already occurred, Transferor will deliver or otherwise make available the Property Documents to Transferee or its representative for inspection and copying. Transferee acknowledges, understands and agrees that the Property Documents may have been prepared by parties other than Transferor and that Transferor makes no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of the Property Documents. The provisions of this Section 3.3 will survive Closing, or the early termination of this Agreement. All Property Documents will be kept confidential in accordance with Section 15.10.

3.4 Title Review.

3.4.1 Within the time periods set forth below, Transferee shall have approved or disapproved of the Title Commitment and the Survey (if any). Promptly after the Effective Date, unless Transferee elects not to obtain the Survey, Transferee shall order the Survey at its cost. Promptly upon completion of the Survey, Transferee shall provide a true and correct copy thereof to Transferor and Title Insurer. Immediately following the Effective Date, Title Company shall order the Title Commitment with legible copies of all Exceptions to title set forth on such commitment, which Title Commitment and Exceptions, Title Company shall deliver to Transferee with a copy to Transferor. The Survey, Title Commitment and copies of all Exceptions to title set forth on the Title Commitment are collectively referred to below as the "**Title Documents**". Within forty-five (45) days after the Effective Date, should Transferee have objections to any Exceptions shown on the Title Documents, Transferee will deliver to Transferor, in writing, a letter (the "**Title Objection Letter**") setting forth the objections to any matters shown on the Title Documents. Transferee's failure to timely object to any such Exceptions will be deemed to constitute Transferee's approval thereof. Within five (5) calendar days after its receipt of the Title Objection Letter (the "**Transferor's Response Period**"), with respect to each objection set forth in the Title Objection Letter, Transferor shall notify Transferee whether Transferor is (i) willing to cure or eliminate from title on or prior to Closing said Exception(s) or (ii) unwilling or unable to cure or have eliminated from title to the Property on or prior to Closing said Exception(s); provided in no event shall Transferor's Response Period extend beyond the Due Diligence Period hereunder. Transferor's failure to respond to the Title Objection Letter or any objections referenced therein shall be deemed Transferor's unwillingness to cure or eliminate said Exception(s) from title to the Property. Transferor shall under no circumstances have any obligation to remove any Exception to title from the Property, except for such Exception, if any, as Transferor in its sole and absolute discretion agrees in writing to remove. If Transferor is unable or unwilling to remove an objection to an Exception set forth in the Title Objection Letter, then Transferee shall have until the date that is five (5) days following expiration of Transferor's Response Period (the "**Transferee's Response Period**"), but in no event beyond the Due Diligence Period, to notify Transferor that either (A) Transferee is willing to purchase the Property subject to such Exception or Exceptions, as applicable, upon the satisfaction of the remaining conditions to the Closing or (B) Transferee elects to terminate this Agreement pursuant to this Section 3.4.1. Further, if Transferor elects to cure any objection(s) set forth in the Title Objection Letter, but fails to do so on or before the Closing Date, Transferee shall have the right to terminate this Agreement by giving written notice thereof to Transferor, in which case, this Agreement shall be terminated, which termination shall have the same effect as a termination pursuant to Section 3.5. Failure of Transferee to deliver written notice to Transferor, prior to expiration of the Transferee's

Response Period, of Transferee's election to take either one of the actions described in clause (A) or (B) above shall be deemed to be Transferee's election to take the action described in clause (A). Any Exception that Transferee has elected, or deemed to have elected, to take title to the Property subject to, shall constitute a Permitted Exception. Notwithstanding the above, all Monetary Liens recorded against the Property shall be deemed to be included in the Title Objection Letter regardless of whether the same arise before or after the Due Diligence Period, and Transferor shall remove the same from title to the Property prior to Closing.

3.4.2 Transferee may, at or prior to Closing, notify Transferor in writing (the "**Gap Notice**") of any objections it may have to any Exceptions to title that Transferee reasonably determines will adversely and materially affect Transferee's intended use or development of the Property and which were (a) raised by the Title Insurer between the expiration of the Due Diligence Period and the Closing and (b) not disclosed by the Title Insurer or otherwise actually disclosed in writing to Transferee prior to the expiration of the Due Diligence Period (each, an "**Intervening Lien**"). Transferee must notify Transferor of such objection to title within ten (10) days after Transferee's receipt of written notice of such Intervening Lien. If Transferee sends a Gap Notice to Transferor regarding any Intervening Lien, then Transferee and Transferor shall have the same rights and obligations with respect to such notice as apply to an objection under Section 3.4.1 above (except that the references to the Due Diligence Period as an outside date for a response or decision shall not be applicable). Any termination of this Agreement as a result of any Intervening Lien shall have the same effect as a termination of this Agreement pursuant to Section 3.4.1.

3.4.3 Notwithstanding anything set forth herein to the contrary, Transferee will accept title to the Property at Closing, subject to the following "**Permitted Exceptions**":

(A) Those Exceptions for the Property: (1) which are of record on the date of the Title Commitment or as shown on the Survey, and which were not included in a Title Objection Letter timely delivered by Transferee; (2) which were included in a Title Objection Letter, but for which (i) Transferor has completed the cure thereof, or (ii) Transferee has waived or been deemed to have waived the cure thereof or (iii) Transferor has elected to cure and will be cured by the payment of money at Closing; or (3) which Transferee has otherwise approved in writing or which was caused by Transferee or any employee, agent or contractor thereof.

(B) The lien of non-delinquent Property Taxes and other usual and customary charges assessed against the owners of real property in the state in which the Property is located.

(C) All matters disclosed by the Property Documents made available to Transferee.

(D) All building and zoning laws, codes, and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

3.5 Transferee's Acceptance or Rejection prior to the Expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, if Transferee, after conducting its Inspections as described in this Section 3, does not desire to purchase the Property, Transferee will give Transferor written notice of its termination of this Agreement. If the Due Diligence Period expires without a notice of termination being received by Transferor,

then Transferee will be deemed to have approved and accepted the Property and to have agreed to complete the transaction contemplated by this Agreement. If Transferee gives Transferor a notice of termination on or before the expiration of the Due Diligence Period, then this Agreement will automatically terminate, subject to the immediate return of all copies of all Property Documents to Transferor, and thereupon neither Party will have any further obligation or liability to the other Party hereunder, except as otherwise expressly provided herein.

3.6 Natural Hazard Disclosure/Disclosure Statement. Subject to the remainder of this Section 3.6, on or prior to the thirtieth (30th) day after the Effective Date, Transferor shall provide to Transferee any disclosure statements (paid for by Transferor) pursuant to Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1102.6c(d) and any successor statutes or Applicable Laws (the "**Disclosure Statements**"). Transferor makes no representation or warranty, express or implied, as to the accuracy or completeness of any Disclosure Statements provided pursuant to the above, which Transferee understands will be prepared by third parties. Transferee hereby knowingly, voluntarily and intentionally waives its right to terminate this Agreement as a result of the Disclosure Statements, or any one of them, after the expiration of the Due Diligence Period. This waiver is a material inducement to Transferor's decision to enter into this Agreement and the calculation of the Purchase Price, and Transferee acknowledges that Transferor would not have entered in this Agreement but for this waiver.

4. TRANSFEROR'S OBLIGATIONS PRIOR TO CLOSING

Until Closing, Transferor or Transferor's agents or representatives will provide to Transferee, promptly upon the receipt, copies of any written notices relating to the Property received by Transferor or its agents or representatives from any Government Entity, insurance company or vendor, which notices are of a type not normally received in the ordinary course of Transferor's business, or which may have a material effect upon the Property or result in a material change in a representation or warranty made by Transferor in this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Non-Survival. All representations and warranties of Transferor and Transferee set forth in this Section 5 are made as of the Effective Date and as of the Closing Date but will not survive the Closing notwithstanding any provision in this Agreement (other than Section 5.4) to the contrary.

5.2 Transferor Representations and Warranties. Transferor represents and warrants to Transferee that as of the Effective Date and continuing through Closing, the following statements are accurate:

5.2.1 Formation. Transferor is a corporation or company (as the case may be) duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and is duly qualified to do business in California.

5.2.2 Authorization. Transferor has (1) full corporate or company power and authority to enter into and perform this Agreement and to consummate the transaction contemplated by this Agreement, and (2) taken all actions necessary to authorize execution, delivery, and performance of this Agreement and the transaction contemplated by this Agreement.

5.2.3 Valid and Binding Obligation. This Agreement constitutes Transferor's legal, valid, and binding obligation enforceable in accordance with its terms and conditions.

5.2.4 No Conflict with Articles of Incorporation and Other Governing Documents of Transferor. Neither this Agreement nor the performance of this Agreement constitutes a default, violation, or conflict with the articles of incorporation, by-laws, or governing documents of Transferor.

5.2.5 No Litigation or Arbitration Proceedings. Transferor is not a party to any litigation, arbitration, or administrative proceedings in relation to the Property that might reasonably be expected to delay, prevent, or materially hinder the consummation of the transaction contemplated by this Agreement or materially adversely affect the title to or value of any of the Property.

5.2.6 FIRPTA. Transferor is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to (or as amended after) the Effective Date of this Agreement. Transferor is in compliance with the terms of the USA Patriot Act of 2001, as amended, the regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, all sanctions programs administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, and all other Applicable Laws or government programs designed to combat terrorism or money laundering, or the effect of any of the foregoing Applicable Laws or programs, if applicable, on the transaction contemplated by this Agreement.

5.2.7 Non-Foreign Status. Transferor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

5.3 Transferee Representations and Warranties. Transferee represents, warrants and covenants to Transferor that, as of the Effective Date and continuing through Closing, the following statements are accurate:

5.3.1 Formation. Transferee is a municipal corporation duly organized and validly existing under the laws of the jurisdiction of its organization.

5.3.2 Authorization. Transferee (1) has the full power and authority to enter into and perform this Agreement, and (2) has taken all actions necessary to authorize execution, delivery and performance of this Agreement and the transaction contemplated by this Agreement.

5.3.3 Valid and Binding Obligation. This Agreement constitutes Transferee's legal, valid, and binding obligation enforceable in accordance with its terms and conditions.

5.3.4 No Conflict with Other Governing Documents of Transferee. Neither this Agreement nor the performance of this Agreement constitutes a default, violation, or conflict with any material provision of any agreement or instrument to which Transferee is a party and will not violate or be in conflict with any judgment, decree, order, statute, rule, or regulation.

5.3.5 No Litigation or Arbitration Proceedings. Transferee is not a party to any litigation, arbitration or administrative proceedings that might reasonably be expected to delay, prevent or materially hinder the consummation of the transaction contemplated by this Agreement.

5.3.6 Consents. Transferee has taken all requisite action and obtained all requisite consents, releases, and permissions required for entering into this Agreement, and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law, or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Transferee of its obligations under this Agreement.

5.3.7 Breach. Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement does now constitute or will result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Transferee is a party or by which Transferee may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order, or decree of any court or governmental body, applicable to Transferee or to the Property.

5.3.8 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Transferee's knowledge, contemplated by Transferee.

5.3.9 FIRPTA. Transferee is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to (or as amended after) the Effective Date of this Agreement. Transferee is in compliance with the terms of the USA Patriot Act of 2001, as amended, the regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, all sanctions programs administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, and all other Applicable Laws or government programs designed to combat terrorism or money laundering, or the effect of any of the foregoing Applicable Laws or programs, if applicable, on the transactions contemplated by this Agreement.

5.3.10 Non-Foreign Status. Transferee is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

5.3.11 Pre-Agreement Violations and Reporting. Transferee represents and warrants that no event has occurred prior to the Effective Date, which if it had occurred after the Effective Date, would be a violation of Section 17.1. Transferee shall immediately notify Transferor of any violation of Section 17.1 of the occurrence of any event prior to the Effective Date which, if it had occurred after the Effective Date, would constitute a violation of Section 17.1.

5.3.12 Transferee's Experience. Transferee represents all of the following concerning its experience:

(A) Transferee has knowledge and experience in financial and business matters that enable it to evaluate the merits and risks of the transaction contemplated by this Agreement.

(B) Transferee is not in a significantly disparate bargaining position.

5.3.13 Evidence of Capacity. Transferee is not undergoing any insolvency or receivership proceedings, and no material events have occurred since Transferee's last financial statements that would adversely affect Transferee's financial ability to perform Transferee's obligations under this Agreement.

5.4 Broker. Transferor and Transferee each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property. Transferor and Transferee agree that each will indemnify, defend and hold the other free and harmless from the Claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Transferor or Transferee, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity supersedes any contrary provision in Section 5.1 and will survive Closing or prior termination of this Agreement.

6. PROPERTY CONDITION; AS-IS PURCHASE.

6.1 Disclaimer. Transferee acknowledges and agrees that the Property is to be conveyed to and accepted by Transferee "AS IS, WHERE IS," with all faults, if any, including, the Environmental Condition of the Property, and Transferor disclaims all warranties, and makes no representations or warranties, express or implied, of any kind to Transferee including, warranties relating to: (A) the physical condition of the Property, improvements, if any, and any personal property; (B) the suitability, habitability, merchantability, or design of the Property for a particular purpose; (C) the Environmental Condition of the Property and the presence or absence of or contamination by Hazardous Materials; (D) the compliance of the Property with laws and regulations, including Environmental Law; and (E) the soil conditions, drainage, flooding characteristics, utilities, or other conditions existing in, on, or under the Property. Transferee acknowledges that Transferor makes no, and expressly disclaims any, warranties or representations concerning the accuracy or completeness of any of the Property Documents.

6.1.1 Environmental Disclosures. Transferee and Transferor acknowledge that Transferor has disclosed to Transferee that the Property was formerly used as a gasoline service station. Additionally information about such prior use is available on the GeoTracker website under the address for the Property (1033 Main Street, Santa Paula, CA).

6.1.2 Acknowledgment of Inspection. Transferee covenants, represents, and warrants that: (A) Transferee has inspected or will inspect the Property and all matters relating to the Property which Transferee desires; (B) neither Transferor nor anyone on Transferor's behalf has made, or is making, any warranties or representations respecting the Property other than those expressly identified in this Agreement, if any; and (C) in evaluating the transaction contemplated by this Agreement, Transferee is relying solely on Transferee's own investigation of the Property and all matters pertaining to it, including the Environmental Condition of the Property.

6.1.3 Non-Compliant Plumbing Fixtures. As required by California Civil Code Section 1101.5(e), Transferor hereby discloses that: (A) California Civil Code Section 1101.5(a) provides that, on or before January 1, 2019, all non-compliant plumbing fixtures in any

multifamily residential real property and in any commercial real property must be replaced with water-conserving plumbing fixtures; and (B) the Property might have non-compliant plumbing fixtures.

6.1.4 Obligation to Make Repairs. Transferee acknowledges and agrees that: (a) any reports, repairs or work required by Transferee are the sole responsibility of Transferee; (b) Transferor has no obligation to make any changes, alterations, or repairs to the Property, or to cure any violations of Applicable Law or to comply with the requirements of any insurer; and (c) Transferee is solely responsible for obtaining any certificate of occupancy or any other approval or permit necessary for transfer or occupancy of the Property, and for any repairs or alterations necessary to obtain such certificate, approval, or permit, all at Transferee's sole cost and expense.

6.1.5 Assumption. Effective as of the Closing, Transferee will assume all of Transferor's liabilities and obligations with respect to the contracts, leases, and permits relating to the Property, if any, arising and accruing from and after the Closing. Such contracts, leases, and permits, if any, will be included in the Property Documents that Transferor provides Transferee pursuant to Section 3.3. If no such contracts, leases and/or permits, as applicable, are so included, then this Section 6.1.5 shall be of no effect.

6.1.6 Survival. The acknowledgements and agreements of Transferee in Section 6 will survive the Closing and will not be deemed merged into any instrument or conveyance delivered at the Closing.

7. TRANSFEREE'S RELEASE AND INDEMNIFICATION.

7.1 Transferee's Release. Subject to Transferor's representations and warranties under Section 5, by accepting title to the Property, Transferee, for itself and Transferee Group members release Transferor Group members from any Claim or Loss (including reasonable outside attorneys' fees), whether known or unknown, liquidated or contingent, asserted against or incurred by any Transferee Group member, and that arises from, is in connection with, or is related in any manner to the following (collectively, the "**Released Matters**"):

7.1.1 Acts or omissions of Transferee or Transferee Group with respect to, or occurring on, the Property whether before or after the Closing.

7.1.2 The ownership, control, use, possession, or operation of the Property.

7.1.3 Any condition existing or occurring in, on, under, or within the Property, including the following:

(A) The death or injury of any Person, including any Transferee Group member;

(B) The damage or destruction of the Property or any Personal Property on the Property or included as part thereof;

(C) The violation or alleged violation of any federal, state, local, or municipal law, rule, regulation, order, judgment, decree or other requirement, including requirements under permits, licenses, consents and approvals;

(D) The existence, assessment or remediation of Contamination, if any so exists, upon, under, in or emanating to or from the Property;

(E) Emissions, discharges, releases or threatened releases, or the presence, generation, manufacturing, processing, distribution, use, treatment, storage, disposal, transport, labeling, advertising, sale, display or handling, of Contamination, if any so exists;

(F) Any response costs any Transferor Group or the Transferee Group member may incur with respect to the Property, under any Environmental Law;

(G) Any cause of action or theory of any kind because of, in connection with or related to, the ownership, operation, or use of the Property;

(H) Environmental Conditions, whether the Environmental Conditions existed before or after the Closing;

7.1.4 Any Claims under the Lease and/or the Grant is insufficient to pay for deferred maintenance or other needed work with respect to the Improvements;

7.1.5 Any historical or other uses prior to Closing at, on or in the vicinity of the Property by any Transferor Group member, as well any other historical uses of the Property or any adjacent land;

7.1.6 Any special, indirect, or consequential damages by Transferee, Transferee Group, or any third party, including Claims or Losses for loss of use, rents, anticipated profit, or business opportunity, or business interruption, construction delays, diminution in value, loss of goodwill by Transferee, or mental or emotional distress, or fear of injury, disease or illness, or trespass, nuisance, or otherwise;

7.1.7 Transferee's or its agent's, contractor's, or employee's activities and inspections regarding the Property;

7.1.8 Transferee's or Transferee Group's construction or development activities on the Property;

7.1.9 Transferee's performance or failure to perform any due diligence reviews and surveys of the Property, including human health risk assessments or similar studies.

7.1.10 Any environmental investigations, environmental claims, cleanup costs, or any Claims or action attributable or arising from subsurface excavation, soil movement, or special handling, treatment, or disposal of soil or groundwater, vapor intrusion protections, or engineered controls; and/or

7.1.11 Any information contained in, or that should have been contained in, the Property Documents.

7.2 Released Matters do not extend to matters determined by final non-appealable judgment to have been caused by the gross negligence or willful misconduct of a Transferor Group member, except that negligence of any type occurring prior to Closing with respect to matters described in Section 7.1.6 and/or any provision of Section 7.1 concerning or relating to

the Environmental Condition of the Property Transferee's release is not excluded from the definition of Released Matters.

7.3 Transferee recognizes that there is a risk that, after Closing, Transferee may suffer a Loss or Claim that is in some way caused by the Released Matters, and Transferee agrees that all members of Transferee Group assume this risk and that this release shall apply to any and all such unknown or unanticipated Loss or Claim. In the event this release is judicially determined to exceed that permitted by applicable Law, then such release shall be construed so as to preserve the maximum release permitted thereby.

7.4 Transferee specifically acknowledges that it has read, understands, and knowingly waives any rights it (or any member of the Transferee Group) may have pursuant to the provisions of Section 1542 of the California Civil Code, which states:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Transferee's Initials: _____

7.5 **No Actions or Proceedings.** In no event will Transferee or any Person that is part of the Transferee Group file or pursue any legal action, proceeding or arbitration against Transferor or any Transferor Group member with respect to any of the Released Matters.

7.6 **Transferee's Indemnification.** Transferee Group will indemnify, defend (with counsel reasonably acceptable to Transferor), save and hold harmless Transferor Group members from any Claim or any Loss arising on or after the Closing. A Claim or Loss will include any Claims or any Losses as to strict liability claims, including those under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); and any regulatory obligations that would require remediation activities without regard to the point in time that the Contamination occurred. If this indemnity is judicially determined to exceed that permitted by Applicable Law, then the indemnity will be construed as to preserve the maximum indemnity permitted by Applicable Law. If any regulatory obligations require remediation activities in connection with the Property, nothing in this Agreement precludes Transferee from recovering costs from Parties that are not Transferor Group members.

7.7 **Binding on Successors.** The release and indemnity provisions set forth under Section 7 will, to the extent legally permissible, be covenants running with the land and will be binding on all future owners of the Property. Any transfer of ownership interest in of all or part of the Property by Transferee, its successors or assigns, in which the grantee, transferee, or assignee fails to expressly assume the obligations of Transferee under Section 7 will be deemed null and void, ab initio. Transferee further agrees to cause the provisions of this Section to be included in any subsequent sale or transfer by Transferee of any fee simple interest in the Property, and to cause the new owner of the Property to expressly acknowledge and assume all of Transferee's obligations; provided, however, that notwithstanding any contrary provision of this Agreement, Transferee shall remain responsible to Transferor for all obligations, indemnities and liabilities due to Transferor under this Agreement, unless and until expressly released in writing by Transferor in Transferor's reasonable discretion and provided further that

in no event shall Transferor be obligated to release Transferee from provisions set forth under Section 6 and/or Section 7 other than Transferee's indemnification obligations under Section 7.6, which Section 6 and Section 7 provisions (except, if applicable, Transferee's indemnification obligations under 7.6) shall remain in full force and effect in perpetuity notwithstanding any release of Transferee from its other obligations, indemnities or liabilities under this Agreement .

7.8 No Limitation on Transferee's Indemnity and Defense Obligations. Nothing set forth in this Section 7 will be construed to limit or narrow in any manner any indemnity and defense obligations or covenants of Transferee which are set forth elsewhere in this Agreement.

7.9 Survival. The obligations of Transferee under this Section 7 will survive the Closing and will not be deemed merged into any instrument or conveyance delivered at the Closing unless these obligations are expressly set out in the Deed or other Closing Documents.

8. CONDITIONS PRECEDENT TO CLOSING.

8.1 Conditions Precedent to Transferor's Obligation to Sell. The following are the conditions precedent to Transferor's obligation to sell the Property to Transferee pursuant to this Agreement, any of which may be waived (in whole or in part) by Transferor. Such conditions and those set forth in Section 8.2 are referred to herein as the "**Conditions Precedent**":

8.1.1 Transferee has performed and complied in all material respects with the terms and conditions of this Agreement required to be performed or complied with by Transferee at or prior to Closing.

8.1.2 No action or proceeding by or before any Government Entity has been instituted or threatened (and not subsequently dismissed, settled, or otherwise terminated) which might restrain, prohibit, or invalidate the transaction contemplated by this Agreement, other than an action or proceeding instituted or threatened by Transferor or any of its Affiliates.

8.1.3 Transferee representations and warranties in Section 5.3 are true and correct in all material respects on the Effective Date and until the Closing.

8.1.4 The receipt of all material approvals or the execution of any necessary agreement or document (on terms reasonably satisfactory and agreed to by the Parties), if any, which are required under Applicable Law or by a Government Entity prior to the transfer of the Property to Transferee.

8.1.5 Transferor shall have received the Deferred Maintenance Plan.

8.2 Conditions Precedent to Transferee's Obligation to Purchase. The following are the Conditions Precedent to Transferee's obligation to purchase the Property from Transferor pursuant to this Agreement, unless waived by Transferee:

8.2.1 Transferor has performed and complied in all material respects with the terms and conditions of this Agreement required to be performed or complied with by Transferor at or prior to Closing.

8.2.2 No action or proceeding by or before any Government Entity has been instituted or threatened (and not subsequently dismissed, settled, or otherwise terminated) which might restrain, prohibit, or invalidate the transaction contemplated by this Agreement, other than an action or proceeding instituted or threatened by Transferee or any of its Affiliates.

8.2.3 Transferor's representations and warranties in Section 5.2 are true and correct in all material respects on the Effective Date and until the Closing.

8.2.4 Title Insurer shall issue to Transferee or be irrevocably committed to issue to Transferee the Owner's Policy of Title Insurance.

8.3 Fulfillment of Conditions Precedent.

8.3.1 Each Party (including each Parties' Affiliates) will use reasonable efforts to satisfy the Conditions Precedent to each Parties' obligation to consummate the Closing, including the execution of all documents, acts, and things as may be reasonably required to satisfy the Conditions Precedent.

8.3.2 Each Party will promptly provide to the other Party all information and documentation concerning a Party as may be necessary to enable the other Party to prepare and submit all necessary filings required by any Government Entity in connection with the transaction contemplated by this Agreement and otherwise to satisfy the Conditions Precedent.

8.4 Right to Terminate for Failure to Satisfy Conditions Precedent.

8.4.1 If Transferee has not satisfied all of the Conditions Precedent set forth in Section 8.1 by the Closing Date and said failure continues for two (2) Business Days thereafter, and Transferor has not waived any unsatisfied Conditions Precedent or extended the time to satisfy the Conditions Precedent, then Transferor may terminate this Agreement. Notwithstanding anything to the contrary set forth above, in the event of a failure of any condition precedent specified in Section 8.1 that is caused by a breach or default hereunder on the part of Transferee, then in lieu of terminating this Agreement and escrow pursuant to this Section 8.4.1, Transferor shall be entitled to exercise its rights pursuant to the provisions of Section 12.1.

8.4.2 If Transferor has not satisfied all of the Conditions Precedent set forth in Section 8.2 by the Closing Date and said failure continues for two (2) Business Days thereafter, Transferee has not waived such unsatisfied Conditions Precedent or extended the time to satisfy the Conditions Precedent, and Transferee has not breached any representation, warranty, covenant or agreement under this Agreement, then Transferee may terminate this Agreement. Notwithstanding anything to the contrary set forth above, if such condition is not satisfied due to a material breach or default of Transferor hereunder following the expiration of all applicable notice and cure periods set forth in Section 12.2, Transferee may also exercise such rights and remedies set forth in Section 12.2.

8.4.3 A Party may terminate this Agreement under this Section 8.4 by giving written notice to the other Party.

9. COSTS AND PRORATIONS.

9.1 Closing Costs. Transferor shall pay the following costs and expenses: (i) fifty percent (50%) of the Title Company's fees and costs, and (ii) all expenses and charges incurred in connection with the discharge of any Monetary Lien or other Exception objected to by Transferee which Transferor elects to remove or cure as provided for herein. Transferee shall pay the following costs and expenses: (w) any and all transfer costs owed as result of this transaction; (x) fifty percent (50%) of the Title Company's fees and all recording costs, (y) the premium for Owner's Policy of Title Insurance and of any endorsements, and (z) the cost of the Survey, if obtained by Transferee. Additionally, Transferee will pay any and all sales tax payable with respect to any Personal Property included within the Property; provided, however, that Transferor hereby agrees that the consideration payable by Transferee for transfer of the Personal Property shall be Ten Dollars ($10.00). Unless specified elsewhere in this Agreement, any and all other closing costs related to the transaction shall be paid by the Parties in the manner consistent with customary practice for the County in which the Property is located as reasonably determined by Title Company. Each Party shall pay for its own attorneys' fees and costs incurred in connection with the preparation of this Agreement. Title Company shall notify Transferee and Transferor in writing of their respective shares of such costs at least three (3) Business Days prior to the Closing Date.

9.2 Taxes. Property Taxes relating to the Property payable during the year in which Closing occurs will be prorated with respect to the Property as of the Closing Date, with Transferor being responsible for Property Taxes accruing prior to Closing and Transferee being responsible for Property Taxes attributable to the period from and after the Closing. Notwithstanding anything in this Section 9.2 to the contrary, in no event will Transferor be responsible for (i) any Property Taxes relating to any period in which Transferor did not own the Property and (ii) any Property Taxes that Transferee is required to pay pursuant to the Lease. Subject to the immediately preceding sentence, if Closing will occur before the actual Property Taxes payable during such year are known, the apportionment of Property Taxes will be upon the basis of Property Taxes for the Property payable during the immediately preceding year. If, as the result of an appeal of the assessed valuation of the Property for any Property Tax year prior to (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such Property Tax year is reduced, and a Property Tax refund or credit issued, Transferor will be entitled to all such Property Tax refunds relating to the period prior to Closing. No post-closing re-prorations will occur. Notwithstanding any contrary provision of this Agreement, Transferee will pay when due all Property Taxes for the change in the use of the Property (including any rollback Property Taxes), regardless of the period for which they were assessed, and will further indemnify, defend and hold harmless Transferor from any Claim made or any Loss incurred relating to or arising out of any change in use of the Property. As specified elsewhere in this Agreement, Transferee shall be obligated to pay any sales taxes imposed as a result of the transfer of any Personal Property to Transferee as part of the Property. The provisions of this Section 9.2 will expressly survive the Closing.

9.3 In General. Any other costs or charges of Closing this transaction not specifically mentioned in this Agreement will be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.

10. CLOSING AND ESCROW.

10.1 Closing. The purchase and transfer of the Property will be consummated through an escrow with Title Company. Closing will occur on the Closing Date during the morning of the Closing Date, Pacific time or as soon thereafter as possible on the Closing Date as set forth in Section 10.5 at the offices of the Title Company, or at such other time and place as may be agreed to in writing by Transferor and Transferee.

10.2 Transferor's Deliverables. Transferor will deliver at the Closing the following original documents, each executed and, if required, acknowledged:

10.2.1 The Deed;

10.2.2 An affidavit pursuant to the Foreign Investment and Real Property Tax Act;

10.2.3 Appropriate evidence of authority, capacity and status of Transferor as reasonably required by Title Company;

10.2.4 An "owner's affidavit", in a form reasonably acceptable to Transferor and the Title Company and sufficient for the Title Company to delete any exceptions for (1) mechanics' or materialmen's liens arising from work at the Property, which is the responsibility of Transferor hereunder, (2) parties in possession, other than tenants as tenants only, and (3) matters not shown in the public records;

10.2.5 An assignment and bill of sale in the form attached hereto as Exhibit D for the Personal Property (the "**Bill of Sale**").

10.2.6 The Settlement Statement; and

10.2.7 Any other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated by this Agreement.

10.3 Transferee's Deliverables. At the Closing, Transferee will (a) pay Transferor the Purchase Price as required by, and in the manner described in, Section 3 hereof, and (b) execute and deliver the following original documents, each executed and, if required, acknowledged:

10.3.1 The Deed;

10.3.2 Evidence of Transferee's authority, and the authority of the Person executing any documents at Closing on behalf of Transferee, acceptable to Transferor and the Title Company, to enter into the transactions contemplated by this Agreement;

10.3.3 The Settlement Statement;

10.3.4 One (1) preliminary change of ownership report ("**PCOR**");

10.3.5 The Bill of Sale;

10.3.6 Any other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated by this Agreement.

10.4 Possession. Transferee will be entitled to possession of the Property at the conclusion of the Closing.

10.5 Escrow Closing. Transferee and Transferor (or their respective counsel on behalf of Transferee and Transferor) will execute Closing Instructions consistent herewith which will provide that, on the Closing Date: (A) Transferor and Transferee will each deposit the Closing Documents with the Title Company; and (B) Transferee will deposit with the Title Company the Adjusted Purchase Price by the Business Day before the Closing Date, which will be determined as set forth herein and set forth on a Settlement Statement executed by both Transferee and Transferor at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions in the Closing Instructions, the Title Company will be authorized and directed to disburse the Adjusted Purchase Price to Transferor or its designee(s), record the Deed in the official records of the County, and release the remaining Closing Documents to the appropriate Parties, all in strict accordance with the Closing Instructions and this Agreement. In the event of any conflict between the Closing Instructions and this Agreement, this Agreement will prevail.

11. DAMAGE, DESTRUCTION AND CONDEMNATION.

11.1 Casualty. If at any time on or prior to the conclusion of Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause and the estimated cost to repair the damage or destruction exceeds US$50,000 as reasonably estimated by Transferor or Transferee, Transferee and Transferor will each have the right to terminate this Agreement by written notice to the other within thirty (30) days after the occurrence of the casualty. If necessary, the Closing Date shall be extended to allow for either Party to have the benefit of the full 30-day period referenced above. If neither Transferee nor Transferor elects to terminate this Agreement within the 30-day period, or if the cost of repair is equal to or less than US$50,000, this Agreement will remain in full force and effect and the Parties will proceed to Closing with no change in the Purchase Price. In such event, Transferee shall retain any insurance proceeds paid to it as a result of the casualty, or if Transferor was insuring the Improvements, have delivered to Transferee any insurance proceeds actually received by Transferor for any such Improvements.

11.2 Condemnation. In the event, at any time on or prior to the Closing Date, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any Applicable Law or the right of eminent domain, Transferee will have the right to terminate this Agreement by written notice to Transferor within ten (10) days following its receipt of notice of any such action or proceeding. If Transferee does not elect to so terminate this Agreement within said ten (10) day period, this Agreement will remain in full force and effect and the Parties will proceed to closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Transferee.

12. DEFAULT AND REMEDIES.

12.1 Transferee Default.

12.1.1 If Transferee is in default of one or more of Transferee's obligations under this Agreement other than a failure to timely close (for which there will be no notice and

cure period), then Transferor may give notice to Transferee (with a copy to Title Company) specifying the nature of the default. Transferee will have five (5) Business Days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Transferee fails to cure that default within that period, then Transferor's sole and exclusive remedy for such default will be to terminate this Agreement by giving notice of such termination to Transferee and receive back from Transferee Transferor's actual fees and costs incurred in connection with this Agreement in a total amount not to exceed US$20,000. Transferee shall so reimburse Transferor within twenty (20) days after its receipt of a written demand for the amount owed to Transferor pursuant to the above along with reasonable supporting documentation, and after such reimbursement is made, neither Party will have any further rights, duties or obligations under this Agreement except as otherwise expressly provided herein to the contrary as stated in Section 12.4.

12.1.2 Notwithstanding anything to the contrary in this Agreement, the Parties agree that, in no event, will Section 12.1.1 limit Transferor's rights or recourse with respect to (1) any indemnity and defense provisions of this Agreement for Transferor's benefit and/or (2) any default by Transferee following the Closing. The Parties further agree that in the event Transferor makes a Claim for any of the matters described in subclauses (1) and (2) above, all of Transferor's rights, options and remedies will be cumulative, and not one of them will be exclusive of the other. Transferor shall have, with respect to the matters described in subclauses (1) and (2), the right to pursue any of these remedies or to seek damages in connection with the matters described in said clauses or to pursue any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement.

12.2 Transferor Default.

12.2.1 In the event Transferor does any of the following: (a) fail to sell, transfer and assign the Property to Transferee in violation of the terms of this Agreement or fail to perform any other material obligation of Transferor hereunder after Transferor has been given five (5) Business Days' notice and opportunity to cure or (b) breach any representation or warranty made or granted by Transferor under this Agreement, which breach is material and not cured by the Closing Date, Transferee will as its sole and exclusive remedy, be entitled to (1) terminate this Agreement and receive back from Transferor Transferee's actuals fees and costs incurred in connection with this Agreement in a total amount not to exceed US$20,000 or (2) proceed to Closing by waiving the default or breach in question. If a termination occurs pursuant to this Section 12.2.1, Transferor shall so reimburse Transferee within twenty (20) days after its receipt of a written demand for the amount owed to Transferee pursuant to the above along with reasonable supporting documentation, and after such reimbursement is made, neither Party will have any further rights, duties or obligations under this Agreement except as otherwise expressly provided herein to the contrary as stated in Section 12.4.

12.2.2 OTHER THAN THE PARTIES' RESPECTIVE RIGHTS TO THE RECEIPT OF THE REIMBURSEMENT REFERENCED IN SECTIONS 12.1.1 AND 12.2.1 AND ANY INDEMNIFICATION OBLIGATIONS OF EITHER PARTY WHICH EXPRESSLY SURVIVE CLOSING, EACH PARTY HEREBY WAIVES AND RELEASES ANY RIGHT IT OTHERWISE POSSESSES TO RECOVER OR SEEK TO RECOVER ANY DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR ESCROW, INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR GENERAL DAMAGES OF ANY NATURE OR KIND (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, AND ALL SUCH DAMAGES CLAIMS ARE HEREBY WAIVED BY EACH

PARTY TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTY ALSO HEREBY WAIVES ANY AND ALL RIGHT (I) TO FILE OR RECORD ANY LIEN OR ENCUMBRANCE AGAINST THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY LIS PENDENS AND (II) TO SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT AND/OR ANY INCIDENTAL DAMAGES WITH RESPECT THERETO.

12.2.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that, in no event, will Section 12.1.1 and 12.2.2 limit Transferor's rights or recourse with respect to any indemnity and defense provisions of this Agreement for Transferee's benefit, except in no event shall Transferee be entitled to recover any consequential or special damages suffered by Transferee as a result of any default or breach of any such indemnity and defense provisions.

12.2.4 **Waiver of Default.** If Transferee does notify Transferor of any pre-Closing Transferor's default, or does not give Transferor a notice of termination hereunder prior to Closing, then (i) the default will be treated as waived by Transferee and (ii) at Closing, Transferee will accept the Property subject to the default without any reduction in the Purchase Price and without any Claims against Transferor on account of the default.

12.3 **Survival.** This Section 12 shall survive the termination or expiration of this Agreement.

12.4 **Termination.** Upon any termination of this Agreement pursuant to any right of a Party to terminate under this Section 12, (A) the settlement fees and charges of the Title Company (including escrow charges) due in connection with the transaction will be paid by the defaulting Party; (B) all documents deposited by Transferee and Transferor into escrow will be returned by the escrow agent to the Party depositing them, and (C) copies of all Property Documents provided to Transferee by Transferor and all third party reports relating to the Inspections and studies obtained by Transferee will be delivered to Transferor, and the Parties will have no continuing liability to each other except otherwise expressly stated in this Agreement.

12.5 **Attorneys' Fees.** If any legal action or proceeding, including arbitration, is brought for the enforcement or a declaration of any rights and duties under this Agreement, or because of an alleged dispute, breach, or default of any provisions of this Agreement, all arbitration fees and court costs will be paid equally, regardless of which Party prevails, and each Party will bear its own costs of legal representation and witness expenses.

13. NOTICES.

13.1 All notices under this Agreement must be in writing and delivered by certified mail (postage prepaid), email, or by a reputable courier service, such as Federal Express, and may be given by a Party or its attorney to the appropriate Party's address set out in the signature page of this Agreement or in each case to such other address as either Party may from time to time designate by giving notice in writing pursuant to this Section 13 to the other Party. Email notices must clearly state that it is a notice given under the Agreement; provided, however, that notice given under Section 14 must be delivered by mail or by a recognized courier service, not by email. Notices are deemed given upon receipt or refusal to accept delivery.

13.2 Each Party may change its representative or contact information by giving notice to the other Party. The new representative or contact information set out in the notice replaces the representative or contact information in the signature page of this Agreement.

13.3 Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.

14. GOVERNING LAW AND RESOLUTION OF DISPUTES.

14.1 Governing Laws. THIS AGREEMENT AND ITS SUBJECT MATTER, AND THE CONTRACTUAL AND NON-CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES ARISING OUT OF OR IN CONNECTION WITH THE FOREGOING, ARE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CHOICE OF LAW RULES, EXCEPT THAT THE RULES OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 GOVERN (THE "ACT") THIS SECTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 1980 (KNOWN AS "THE VIENNA SALES CONVENTION") DOES NOT APPLY TO THE AGREEMENT.

14.2 Resolution of Disputes. THE PARTIES WILL EXCLUSIVELY AND FINALLY RESOLVE ANY DISPUTE BETWEEN THEM FIRST USING DIRECT NEGOTIATIONS, THEN MEDIATION AS SET OUT IN SECTION 14.3, AND FINALLY ARBITRATION AS SET OUT IN SECTION 14.4. IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY, OR TERMINATION, EITHER PARTY MAY INITIATE THE FOREGOING DISPUTE RESOLUTION PROCESS BY GIVING NOTICE TO THE OTHER PARTY SETTING OUT, IN WRITING AND IN DETAIL, THE ISSUES IN DISPUTE AND THE VALUE OF THE CLAIM.

14.3 Mediation. IF THE DISPUTE CANNOT BE RESOLVED BY DIRECT NEGOTIATIONS WITHIN THIRTY (30) DAYS FROM THE DATE OF WRITTEN NOTICE INITIATING THE DISPUTE RESOLUTION PROCESS, EITHER PARTY MAY INITIATE MEDIATION BY GIVING NOTICE TO THE OTHER PARTY. MEDIATION MUST BE ATTENDED BY A REPRESENTATIVE FROM EACH PARTY WITH DECISION-MAKING AUTHORITY. THE PLACE OF MEDIATION WILL BE IN LOS ANGELES COUNTY, CALIFORNIA.

14.4 Arbitration of Disputes. IF THE PARTIES FAIL TO RESOLVE THE DISPUTE WITHIN SIXTY (60) DAYS FROM THE DATE OF THE NOTICE OF MEDIATION, THEN THE DISPUTE MUST BE FINALLY RESOLVED BY BINDING ARBITRATION AND EITHER PARTY MAY INITIATE ARBITRATION BY GIVING NOTICE TO THE OTHER PARTY. ONE ARBITRATOR (OR THREE ARBITRATORS IF THE MONETARY VALUE OF THE DISPUTE IS MORE THAN US$5,000,000) WILL CONDUCT THE PROCEEDINGS IN ACCORDANCE WITH THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION ("CPR") RULES FOR ADMINISTERED ARBITRATION WHICH ARE DEEMED TO BE INCORPORATED BY REFERENCE INTO THIS SECTION. TO THE EXTENT OF ANY CONFLICTS BETWEEN THE ACT OR CPR RULES AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT PREVAIL. THE CPR IS THE APPOINTING AUTHORITY FOR THE ARBITRATOR(S). THE SEAT OF ARBITRATION WILL BE IN LOS ANGELES COUNTY, CALIFORNIA. ALL ARBITRATION FEES AND COSTS WILL BE PAID EQUALLY, REGARDLESS OF WHICH PARTY PREVAILS. THE ARBITRATION AWARD IS FINAL AND BINDING, AND THE ARBITRATORS SHOULD USE

THEIR BEST EFFORTS TO ISSUE THE AWARD WITHIN 90 DAYS FROM COMPLETION OF THE ARBITRATION HEARING. ANY COMMUNICATIONS AND DOCUMENTS RELATED TO THE DISPUTE WILL BE CONFIDENTIAL AND MAY NOT BE DISCLOSED TO ANY THIRD PARTY OR USED FOR ANY OTHER PURPOSES, EXCEPT TO THE EXTENT THAT DISCLOSURE IS NECESSARY TO FULFILL A LEGAL OBLIGATION OR TO PROTECT A LEGAL RIGHT. REGARDLESS OF THE REQUIREMENT TO ARBITRATE, THE FOLLOWING PROCEEDINGS MAY BE BROUGHT BY THE PARTIES IN ANY COURT OF COMPETENT JURISDICTION: PROCEEDINGS TO (A) PRESERVE PROPERTY PENDING DETERMINATION BY THE ARBITRATOR(S), (B) ENFORCE THE CONFIDENTIALITY OR DATA PROTECTION OBLIGATIONS UNDER THIS AGREEMENT, THE FAILURE OF WHICH TO ENFORCE THE PARTIES AGREE WOULD CAUSE IRREPARABLE HARM, OR (C) ENFORCE A JUDGMENT ENTERED ON AN ARBITRATION AWARD.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

TRANSFEREE'S INITIALS: _____ TRANSFEROR'S INITIALS: _____

15. MISCELLANEOUS.

15.1 Successors Bound. This Agreement will be binding upon and inure to the benefit of Transferee and Transferor and their respective successors and permitted assigns.

15.2 Public Announcements.

15.2.1 Transferee will not make any use of Transferor Group's names, images, logos, or trademarks without obtaining Transferor's prior written consent.

15.2.2 Each Party shall submit proposed notices, announcements, or press releases regarding the execution of this Agreement or the consummation of the transaction to the other Party for prior review and approval. Except as required by any mandatory notice or announcement, the release of reserve estimates in any announcement is expressly prohibited.

15.2.3 If a Party is required to make any mandatory notice or announcement required under Applicable Law, by the stock exchange upon which a Party's or Affiliate of such Party's shares are quoted or any similar regulatory body of any other jurisdiction, then prior approval by the other Party is not required, but the Party shall use its reasonable efforts to allow

the other Party reasonable time to comment on such notice or announcement in advance of its issuance.

15.3 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

15.4 No Partnership. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors in interest or permitted assigns.

15.5 Time of Essence. Time is of the essence with respect to each and every term, condition, obligation, and provision of this Agreement. Failure to timely perform any of the terms, conditions, obligations, or provisions by either Party will constitute a breach of and a default under this Agreement by the Party failing to perform. In calculating any period provided for in this Agreement, the number of days allowed will refer to calendar and not Business Days, unless otherwise specified.

15.6 Business Days. If any date for the performance of any obligations by Transferor or Transferee or for the delivery of any instrument or notice should fall on a Saturday, Sunday, or Legal Holiday, then compliance with such obligations or delivery will be deemed acceptable on the next Business Day following a Saturday, Sunday, or Legal Holiday.

15.7 Recordation. Transferee and Transferor agree not to record this Agreement or any memorandum of this Agreement.

15.8 Proper Authority and Execution. Each of the Parties' signatories represent and warrant that it is authorized to enter into this Agreement and execute the same without further authority. This Agreement will have no binding force and effect on either Party unless and until both Transferee and Transferor have executed and delivered this Agreement.

15.9 Waiver. No waiver by either Party of this Agreement's terms, provisions, or conditions is effective unless specifically evidenced in writing and signed by or on behalf of the Party granting such waiver. A Party's failure to pursue remedies for breach of this Agreement does not constitute a waiver by a Party of any breach of this Agreement or raise any defense against Claims against a Party for breach of this Agreement. The waiver or failure to require the performance of any covenant or obligation contained in this Agreement or to pursue remedies for breach of this Agreement does not waive a later breach of that covenant or obligation.

15.10 Confidentiality. Until Closing, Transferee and its partners, attorneys, agents, employees, and consultants will treat the information disclosed to it by Transferor as confidential, giving it the same care as Transferee's own confidential information, and make no use of any Transferor disclosed information not independently known to Transferee except with the transactions contemplated by this Agreement. If this Agreement is terminated, Transferee will promptly return copies of all Transferor's confidential information to Transferor.

15.11 Further Assurance. Whenever requested to do so by the other Party, each Party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient,

or proper to complete any conveyances, grants, transfers, sales, and other agreements expressly contemplated by this Agreement. Without limiting the above, Transferee understands and agrees that Transferor may elect to claim a charitable deduction on its income tax filings with respect to its donation and transfer of the Property to Transferee and will cooperate with Transferor's efforts in that regard, including by documenting the donation of the Property in a manner to support such deduction.

16. ESCROW AGREEMENT.

By its acknowledgment below, Title Company agrees to be bound by and perform the terms of this Agreement as and to the extent the Agreement terms apply to Title Company. Upon written notification from Transferor or Transferee in accordance with the terms of this Agreement, Title Company will release the funds in accordance with the written instructions. In the event of a Dispute between any of the Parties sufficient in the sole discretion of Title Company to justify its doing so, Title Company will be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Agreement, together with such legal pleading as it deems appropriate, and at that point be discharged. For purposes of complying with Internal Revenue Code Section 6045€, as amended effective January 1, 1991, Title Company is hereby designated as the "person responsible for closing the transaction" and also as the "reporting person," for purposes of filing any information returns with the Internal Revenue Service concerning this transaction, as required by Applicable Law.

17. ADDITIONAL OBLIGATIONS.

17.1 Conflict of Interest. No Transferee Group member will in connection with the Agreement: (A) enter into any business arrangement with any director, employee, or agent of Transferor, or any of its Affiliates (other than as a representative of Transferor or any Affiliate of Transferor) without Transferor's prior written consent or (B) give to or receive from any director, employee, or agent of Transferor or any of its Affiliates anything that is more than a nominal cost or value. Transferee shall ensure that Transferee Group members comply with this Section 17.1.

17.2 Termination. Prior to Closing, Transferor may, at its sole option, terminate this Agreement with immediate effect for any violation of Section 17.1(A) or 17.1(B) or breach of the warranty set out in Section 5.3.11.

17.3 Records and Inspections. For twenty-four (24) months from the end of the calendar month in which Closing occurs, (A) Transferee shall ensure that Transferee Group members retain all records related to the Agreement (or until expiry of the statute of limitations for taxes) and (B) Transferor (or its representative) may inspect, at no cost to Transferor and at any time, all records to confirm compliance with the Agreement.

18. GENERAL PROVISIONS.

18.1 Prior Agreements. THIS AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS, AND COMMITMENTS BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER AND COMPRISES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES. TRANSFEROR AND TRANSFEREE EACH ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY THE TERMS AND

PROVISIONS OF THIS AGREEMENT, AND THAT EACH HAVE HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF THEIR CHOICE IN THE NEGOTIATION OF THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO HAVE SUPERSEDED OR MODIFIED THE LEASE UNTIL AND UNLESS THE CLOSING OCCURS.

18.2 Amendment. No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both of the relevant Parties, expressly identified as an amendment to this Agreement and delivered to both Parties.

18.3 City Approvals and Actions. The City Manager shall have the authority, on behalf of the City (to the extent not provided otherwise by law or in this Agreement), to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Agreement, make changes to the attached exhibits prior to their execution, and execute documents, so long as such actions do not add to the costs incurred or to be incurred by the City as specified herein. The City Manager reserves the right, in his or her sole and absolute discretion, to submit any requested modification, interpretation, amendment or waiver to the City Council if the City Manager reasonably determines or believes that such action could increase the risk, liability, or costs to City.

18.4 Assignments. This Agreement is binding on and inures for the benefit of the rightful successors and permitted assigns of the Parties, but the rights, duties, and obligations of Transferee under this Agreement may not be assigned, in whole or in part, without Transferor's prior consent to the assignment and, in the event of any such consent, Transferee will remain responsible to Transferor for all obligations, indemnities and liabilities due to Transferor under this Agreement except as otherwise provided under Section 7.7.

18.5 Third Party Rights. Except as otherwise stated in this Agreement, no third party has any rights under this Agreement or may enforce any provision in this Agreement.

18.6 Severability. Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable, or illegal under any existing or future law by a court or arbitrator of competent jurisdiction or by operation of any Applicable Law, this invalidity, unenforceability, or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal so long as the economic or legal substance of the transaction contemplated by this Agreement is not affected in any manner adverse to any Party. Upon a determination that any term or other provision or part of this Agreement is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated by this Agreement is fulfilled to the extent possible.

18.7 Survival of Certain Obligations. Despite termination of this Agreement for any reason, all provisions in this Agreement containing waivers, disclaimers, releases, defense obligations and indemnities, and all provisions relating to remedies, audit, records retention, confidentiality, taxes, conflicts of interest, improper payment, insurance, limitations of liability, ownership or use or return of information subject to confidentiality obligations under this Agreement, Dispute resolution and governing law, and all causes of action survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations. Each of the obligations and undertakings set out in this Agreement which are not fully performed or waived at Closing continues in force after Closing.

18.8 Drafting. Each Party has participated in the preparation of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and conditions of this Agreement. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.

18.9 Costs and Expenses. Each Party will pay its own costs and expenses in relation to the preparation, negotiation, and execution of this Agreement and the documents contemplated or executed pursuant to this Agreement.

18.10 Counterparts; Methods of Exchange. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. No Party will be bound to this Agreement unless and until all Parties have executed and delivered a counterpart. Execution may be accomplished using an electronically verifiable method including through DocuSign. Executed signature pages sent by email scan or otherwise by photocopy are valid means of delivery.

18.11 PDF Signatures. In order to expedite the transaction contemplated by this Agreement, PDF signatures may be used in place of original signatures on this Agreement. Transferor and Transferee intend to be bound by the signatures on the PDF document, are aware that the other Party will rely on the PDF signatures, and each waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

18.12 Lease Termination. If and when the Closing occurs, the Parties agree that the Lease shall terminate on that date. Upon such termination, neither Party shall have any further obligations thereunder, except for any such obligations expressly stated in the Lease to survive its termination and which are otherwise consistent with the as-is nature of the transfer of the Property.

19. MONETARY GRANT.

19.1 Subject to Transferee timely providing Transferor a Deferred Maintenance Plan (or a revised version thereof) satisfying the requirements for said plan as set forth in Section 19.2 by the DMP Outside Submission Deadline, Transferor shall grant and transfer to Transferee US$2,000,000 (the "**Grant**"). The Grant shall be provided to Transferee no later than forty-five (45) days after Transferee has delivered the Deferred Maintenance Plan (as originally submitted or revised) to Transferor, but in no event shall Transferor have to provide the Grant until on or after the Closing.

19.2 At no cost to Transferor, no later than fifteen (15) days after the expiration of the Due Diligence Period (the "**DMP Outside Submission Deadline**"), Transferee shall provide Transferor with a written document that will include for (i) each building located on the Land and (ii) the Parking Lot (1) a detailed list and description of the deferred maintenance repair and other work that needs to be undertaken; (2) a good faith estimate of the costs of such repairs and other work and funding sources for such cost; and (3) a detailed schedule for the commencement and completion of such repairs and other work (the "**Deferred Maintenance Plan**"). The Deferred Maintenance Plan shall include as an exhibit thereto a property condition

or facility audit report covering the Main Building and Rig Building prepared by a reputable third-party firm or company with at least ten (10) years of experience in inspecting and assessing the condition of commercial real estate. Such report and the Deferred Maintenance Plan shall include a written assessment of the condition of the following for each building: (i) the building exterior and roof (including the roof membrane), (ii) the HVAC system; (iii) plumbing infrastructure; (iv) electrical infrastructure; and (v) foundation and structural components. With respect to the information specified in subclause (3), the Deferred Maintenance Plan shall specify what source or sources were used to provide the cost estimates contained in the plan. Transferee agrees and acknowledges that it shall be solely responsible for making sure that the Deferred Maintenance Plan contains an adequate assessment of any and all necessary repairs and other work for the Main Building and/or the Rig Building and is otherwise suitable for Transferee's needs.

19.3 If Transferee fails to timely provide Transferor with the Deferred Maintenance Plan in accordance with the above by the DMP Outside Submission Deadline, then this Agreement shall terminate and neither Party shall have any further obligations under this Agreement except for those obligations expressly stated herein to survive such termination unless Transferor in its sole and absolute discretion elects otherwise in a written notice delivered to Transferee.

19.4 The Grant will and must only be used to perform repairs and other work specified in and according to the performance schedule in the Deferred Maintenance Plan. Notwithstanding any contrary performance schedule in the Deferred Maintenance Plan, any Grant funds that are unused after the first twenty-four (24) months following Closing will be placed in an endowment fund, or similar mechanism, specifically for the purpose of building maintenance, repair, and improvements.

19.5 For the purpose of permitting verification by Transferor regarding the allowed use of the Grant, Transferee shall keep and preserve, at the main administrative office of Transferee, at all times for a period of three (3) years after the last of the Grant has been spent or otherwise disbursed to pay for any costs or other matters, sufficient accounting records that accurately summarize all uses of the Grant, including a general ledger, accounts payables, bank statements, deposit slips, purchase orders, sales and cash receipts, construction contracts, disbursement journals, and other supporting documentation, and full, complete and accurate books of account. All such documentation shall disclose in detail all information required to permit Transferor to verify Transferee's use of the Grant, conform to and be in accordance with generally accepted accounting principles consistently applied, and be kept and preserved by Transferee in accordance with the foregoing for the above-referenced 3-year period. If, in Transferor's judgment, the documentation Transferee is required to maintain pursuant to this Section 19.5 is insufficient to permit Transferor to conduct a proper examination or audit thereof, Transferee shall pay to Transferor, upon demand, the cost of the examination or audit, including, without limitation, all travel expenses incurred by Transferor in conducting such examination and/or audit. If any audit is required or a controversy arises regarding the use of the Grant, Transferee shall retain its documentation until such audit is terminated or controversy resolved notwithstanding the expiration of the above three (3) year period. If upon an audit of Transferee's books and records by Transferor, Transferor determines that Transferee's manner of recording expenses is inadequate, Transferee agrees to adopt such measures as Transferor may reasonably request to correct such inadequacies. All books, records and other documentation required to be kept in accordance with this Section 19.5 shall be made available to Transferor, and its employees, agents and accountants, who shall have full and free access thereto upon not less than two (2) Business Days' advance notice to Transferee, and who shall

have the right at any time during normal business hours, after not less than five (5) days' prior written notice to Transferee, to cause a complete examination or audit to be made of such books, records and other documentation, including, without limitation, bank accounts. Transferor shall have the right to require Transferee, and Transferee's accountants, agents and employees, to provide such other information or explanation as may be necessary for a proper and complete examination and audit, and to make such books, records and other documentation available at Transferee's offices. If any audit or examination discloses that the Grant was used in violation of Section 19.4, then Transferee shall pay to Transferor, the portion of the Grant that was misused along with interest thereon as specified above as well as the cost and fees of the audit or examination including all travel expenses incurred by Transferor or its accountants, agents and/or employees in conducting such audit.

19.6 The provisions of this Section 19 shall survive the Closing.

The remainder of this page is intentionally left blank.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

"**TRANSFEREE**"

CITY OF SANTA PAULA, a California municipal corporation

By: _____

Name: Dan Singer, City Manager

Dated: _____

ADDRESS FOR NOTICES (TRANSFEREE)

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: Dan Singer, City Manager
Email:dsinger@spcity.org

With a copy to:

300 South Grand Ave.,
25th Floor
Los Angeles, CA 90071
Attn: Monica Castillo, Interim City Attorney
Email: monica.castillo@bbklaw.com

"**TRANSFEROR**"

UNION OIL COMPANY OF CALIFORNIA, a California corporation

By: _____

Name: _____

Its: _____

Dated: _____

ADDRESS FOR NOTICES (TRANSFEROR)

Union Oil Company of California
c/o Chevron Environmental Management Company
6001 Bollinger Canyon Road
San Ramon, CA 94583
Attn: Ivan Jimenez
Email: ijimenez@chevron.com

*With an additional copy to:

Miller Starr Regalia
1331 N. California Blvd., 6th Floor
Walnut Creek, CA 94596
Attn: Michael Di Geronimo
Email: michael.digeronimo@msrlegal.com

*Notice is only required to be given to MSR if sent on or before the Closing.

ACKNOWLEDGMENT OF TITLE COMPANY

The undersigned hereby acknowledges receipt of this Agreement and agrees to be bound by and perform all terms thereof as and to the extent such terms apply to Title Company.

Date:_____

First American Title Insurance Company

By:_____
Name: _____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Real property in the City of Santa Paula, County of Ventura, State of California, described as follows:

PARCEL 1: APN: 101-0-212-175

PARCEL "A" OF LOT LINE ADJUSTMENT CDP NO. 88-38, RECORDED JUNE 30, 1999, AS INSTRUMENT NO. 99-125394 OF OFFICIAL RECORDS

BEING LOTS 27, 28 AND THE EASTERLY 20.50 FEET OF LOT 29 OF BLOCK 57 AS THE SAME ARE DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF TOWN OF SANTA PAULA, BLANCHARD AND BRADLEY, PROPERTIES", AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK 1, PAGE 234 OF MISCELLANEOUS RECORDS.

EXCEPT THEREFROM THE OIL, MINERALS AND OTHER RIGHTS GRANTED TO EDWARD W. HASKELL BY DEED DATED DECEMBER 24, 1864, RECORDED IN BOOK "B" PAGE 153 OF DEEDS.

PARCEL 2: APN'S: 101-0-212-155 AND 101-0-212-185

PARCEL "B" OF LOT LINE ADJUSTMENT CDP NO. 88-38, RECORDED JUNE 30, 1999, AS INSTRUMENT NO. 99-125394 OF OFFICIAL RECORDS

LOTS 29, 30 AND 31 OF BLOCK 57 AS THE SAME ARE DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF TOWN OF SANTA PAULA, BLANCHARD AND BRADLEY, PROPRIETORS", AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK 1, PAGE 234 OFFICIAL RECORDS, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA

ALSO EXCEPT THEREFROM THE EASTERLY 20.50 FEET OF SAID LOT 29

EXCEPT THEREFROM THE OIL, MINERALS AND OTHER RIGHTS GRANTED TO EDWARD W. HASKELL BY DEED DATED DECEMBER 24, 1864, RECORDED IN BOOK "B" PAGE 153 OF DEEDS.

EXHIBIT B

FORM OF GRANT DEED

Recording Requested By
And When Recorded Mail To:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: City Clerk

Mail tax statements (if applicable) to:

Assessor's Parcel No. _____

(Space Above for Recorder's Use)

Exempt from fee per GC 27388.1(a)(2); recorded in connection with a transfer subject to the imposition of documentary transfer tax

The Undersigned Grantor(s) Declare(s):
CITY TRANSFER TAX $0
DOCUMENTARY TRANSFER TAX
SURVEY MONUMENT FEE $ N/A
[X] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale

GRANT DEED

The undersigned Grantor declares the DOCUMENTARY TRANSFER TAX is $_____ computed on full value of property conveyed.

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, UNION OIL COMPANY OF CALIFORNIA, a California corporation ("**Grantor**") hereby grants to THE CITY OF SANTA PAULA, a California municipal corporation ("**Grantee**") all of that certain real property in the City of Santa Paula, County of Ventura, State of California, as more particularly described in Schedule 1 attached hereto and by this reference incorporated herein, together with all improvements and appurtenances thereto (the "**Property**"), subject to a restrictive covenant running with the Property and binding on Grantee and its successors and/or assigns that the groundwater located on or beneath the Property shall not be used or extracted. THIS PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO ALL MATTERS OF RECORD AND ANY MATTERS THAT WOULD

BE REVEALED BY A SURVEY OF THE PROPERTY.

Dated: _____, 2023

GRANTOR:

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT FORMS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SCHEDULE 1 TO GRANT DEED

Legal Description

Real property in the City of Santa Paula, County of Ventura, State of California, described as follows:

PARCEL 1: APN: 101-0-212-175

PARCEL "A" OF LOT LINE ADJUSTMENT CDP NO. 88-38, RECORDED JUNE 30, 1999, AS INSTRUMENT NO. 99-125394 OF OFFICIAL RECORDS

BEING LOTS 27, 28 AND THE EASTERLY 20.50 FEET OF LOT 29 OF BLOCK 57 AS THE SAME ARE DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF TOWN OF SANTA PAULA, BLANCHARD AND BRADLEY, PROPERTIES", AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK 1, PAGE 234 OF MISCELLANEOUS RECORDS.

EXCEPT THEREFROM THE OIL, MINERALS AND OTHER RIGHTS GRANTED TO EDWARD W. HASKELL BY DEED DATED DECEMBER 24, 1864, RECORDED IN BOOK "B" PAGE 153 OF DEEDS.

PARCEL 2: APN'S: 101-0-212-155 AND 101-0-212-185

PARCEL "B" OF LOT LINE ADJUSTMENT CDP NO. 88-38, RECORDED JUNE 30, 1999, AS INSTRUMENT NO. 99-125394 OF OFFICIAL RECORDS

LOTS 29, 30 AND 31 OF BLOCK 57 AS THE SAME ARE DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF TOWN OF SANTA PAULA, BLANCHARD AND BRADLEY, PROPRIETORS", AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK 1, PAGE 234 OFFICIAL RECORDS, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA

ALSO EXCEPT THEREFROM THE EASTERLY 20.50 FEET OF SAID LOT 29

EXCEPT THEREFROM THE OIL, MINERALS AND OTHER RIGHTS GRANTED TO EDWARD W. HASKELL BY DEED DATED DECEMBER 24, 1864, RECORDED IN BOOK "B" PAGE 153 OF DEEDS.

EXHIBIT C

PROPERTY DOCUMENTS

Item Description	Item Dated or Recorded	Comments
ENVIRONMENTAL DOCUMENTS		
Phase 1 Environmental Site Assessment Report Vacant Property - 1033 E. Main Street	3/21/2023	Arcadis U.S., Inc.; Ref 30167486 Overall Viability Date - 7/23/2023
Phase 1 Environmental Site Assessment Report Vacant Property - 1001 E. Main Street	3/28/2023	Arcadis U.S., Inc.; Ref 30167670 Overall Viability Date - 7/23/23
https://geotracker.waterboards.ca.gov/		Geotracker site provides case summary and file records.
TITLE DOCUMENTS		
Preliminary Title Report - Updated - Includes 3 Parcels:	9/5/2023	Order No. 4201-6940874
APN: 101-0-212-175 Address: 1033 E. Main Street (vacant/parking)		Parcel 1 of Legal Description
APN: 101-0-212-155 Address: 1001 E. Main Street (main building)		Portion of Parcel 2 Legal Description
APN: 101-0-212-185 Address: 1003 E. Main Street (rig building)		Portion of Parcel 2 Legal Description
PTR Backup Documents:		Copies of exceptions #3, 4 & 5
Exception #3 - Santa Paula Redevelopment Project Area	7/19/1990	Instrument No. 1990-107324
Exception #4 - Cert. of Approval Parcel Map Waiver - Lot Line Adj.	6/30/1999	Instrument No. 99-125394
Exception #5 - Easement to Tosco Corporation	6/16/2001	"...to be effective as of June 30, 1999."
Legal Description		Legal Description and Assessors Parcel Map

EXHIBIT D

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("**Bill of Sale**"), is made as of the _____ day of _____, 20___, by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation (collectively, "**Assignor**") and THE CITY OF SANTA PAULA, a California municipal corporation and general law city ("**Assignee**").

W I T N E S E T H:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following: all right, title and interest of Assignor, if any, in and to the Personal Property, which is more particularly described in the Transfer Agreement (as defined below) and listed on Schedule 1 to this Agreement.

2. This Bill of Sale is given pursuant to that certain Agreement for Real Property Transfer Agreement and Joint Escrow Instructions (the "**Transfer Agreement**") dated as of _____, 2023, between Assignor and Assignee concerning the real property described on Schedule 2 to this Bill of Sale. Capitalized terms used but not otherwise defined in this Bill of Sale shall have the meanings given them in the Transfer Agreement.

3. As set forth in Section 6 of the Transfer Agreement, which is incorporated by reference as if set out in full in this Bill of Sale, THE PERSONAL PROPERTY BEING TRANSFERRED TO ASSIGNEE UNDER THIS BILL OF SALE IS SOLD AND CONVEYED ON "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, AND IS ACCEPTED BY ASSIGNEE IN ITS PRESENT CONDITION AND AT THE PRESENT LOCATION. ASSIGNOR MAKES NO, AND ASSIGNEE EXPRESSLY WAIVES ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, WITH RESPECT TO ANY INTEREST TRANSFERRED, INCLUDING WITH RESPECT TO ANY OF THE FOLLOWING: (A) TITLE TO THE PERSONAL PROPERTY; (B) ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, FREEDOM FROM DEFECTS, OR SAFETY OF THE PERSONAL PROPERTY; AND/OR (C) COMPLIANCE OF THE PERSONAL PROPERTY WITH GOVERNMENTAL REGULATIONS (THE "**WARRANTY WAIVER**").

4. This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

5. In the event of any conflict between this Bill of Sale and the Transfer Agreement, the Transfer Agreement shall control, except with respect to the Warranty Waiver. With respect to the Warranty Waiver, the provisions of this Bill of Sale or the Transfer Agreement that provide for the greatest protection and benefit to Assignor and which are more expansive, shall control.

6. This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first hereinabove written.

"Assignor"

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By:_____
Name:_____
Title: _____

"Assignee"

CITY OF SANTA PAULA,
a California municipal corporation

By:_____
Name:_____
Its:_____

SCHEDULE 1 TO BILL OF SALE

LIST OF PERSONAL PROPERTY

SCHEDULE 2 TO BILL OF SALE

DESCRIPTION OF REAL PROPERTY

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, Interim City Attorney

Subject: FLAG DISPLAY POLICY

Date: October 18, 2023

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends that the City Council discuss amending the Flag Display Policy and, if amendments are requested, direct staff to return with an adopting resolution at a future meeting.

Presented by: Monica Castillo, Interim City Attorney

BACKGROUND:

The City Council adopted a Flag Display Policy ("Policy") on January 19, 2022. The Policy declares City-owned and -maintained flagpoles are non-public forums for the display of Federal, State, POW/MIA, and City of Santa Paula flags. No commemorative flags are permitted.

For City flagpoles and properties such as parks, the United States, California, and/or City of Santa Paula flags may be displayed indoors or outdoors. In addition, the nationally and congressionally recognized prisoner-of-war/missing-in-action ("POW/MIA") flag may be displayed at Veteran's Memorial Park.

On June 7, 2023 at a regular City Council meeting, Councilmember Pedro Chavez requested Council review the City's adopted Flag Policy. Mayor Sobel seconded the request for purposes of discussion. Councilmember Chavez is asked Council to consider amending the Policy to allow for the display of the Pride Progress Flag during Pride month. Pride month takes place every June.

This evening, Council is asked to discuss the proposed amendments (Attachment A) and whether to direct staff to prepare an amended Policy.

ANALYSIS:

Council first expressed interest in establishing a Flag Display Policy at an October 6, 2021 City Council meeting. To arrive at its current Policy, Council reviewed policies in other jurisdictions and was advised on First Amendment law and government speech doctrine. Prior staff reports describing these policies and area of law are attached (Attachments C & B) and

may prove helpful in understanding the context of the law and the opportunities afforded the City in determining its policy.

STRATEGIC PLAN:

While this item is not contained as an objective in the City's Strategic Plan, the creation of policies such as this help to establish norms and practices for the orderly conduct of City business.

FISCAL IMPACTS:

There are no fiscal or personnel impacts associated with this item.

OPTIONS:

In addition to the recommended action, the City Council may also:

1. Request that staff conduct further review of the Flag Display Policy.
2. Recommend additional amendments to the Policy.
3. Decline to move forward with this item.

ATTACHMENTS:

Attachment A - Amendments to Santa Paula Flag Display Policy
Attachment B - Dec 15 2021 Staff Report
Attachment C - Jan 19 2022 Staff Report

Santa Paula Flag Display Policy

The Santa Paula City Council ("City Council") desires to ~~establish a~~ amend its "Flag Display Policy ("Policy"). ~~In~~ By adopting this Policy, the City Council declares that the City of Santa Paula's flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, POW/MIA, and City of Santa Paula flags, consistent with applicable law and past practice. However, the City of Santa Paula declares alignment with the State of California and the County of Ventura by recognizing the Pride Progress Flag each June.

I. Purpose

A. The purpose of this Policy is to establish clear guidance from the City Council regarding the indoor and outdoor display of flags at City of Santa Paula ("City") owned properties.

B. In adopting this Policy, the City Council desires to memorialize the past practice of displaying ~~only~~ nationally and congressionally recognized flags, and those consistent with required law and/or through action or precedent by our state and county government.

C. In adopting this Policy, the City Council declares that flagpoles owned or maintained by the City are not intended to serve as a forum for free expression by the public. Rather, such flagpoles are a non-public forum for the display of Federal, State, POW/MIA, ~~and~~ City of Santa Paula flags, and Pride Progress Flag each June as authorized by this Policy.

D. The City will not display ~~a commemorative~~any other flag on any City flagpole unless this policy is amended in the future through majority vote of the City Council. Section II(C) states the designated flags authorized for display on city flagpoles.

II. Policy

A. Conformance with Federal and State Law. The Flag of the United States, the Flag of the State, and other flags shall be displayed in accordance with all Federal and State statutes and regulations, including, but not limited to United States Code, Title 4, Chapter 1, sections 1 et seq. and California Government Code Title 1, Division 2, Chapter 3, sections 430 et seq., as may be amended from time to time, and this Policy.

B. City-Owned Properties (including Parks). If there is an outside flagpole, the Flag of the United States and Flag of the State may be displayed, as described in section II(A) above. The City of Santa Paula Flag and the Pride Progress Flag may also be displayed from such flagpole. If flags are displayed indoors, those flags are limited to the Flag of the United States, the Flag of the State, and City of Santa Paula Flag.

C. ~~Commemorative flags may not be displayed.~~ The City will ~~not~~ only display ~~a commemorative flag~~ the following flags on any City flagpole year-long~~.~~ United States, State of California, POW/MIA with the exception of the Pride Progress flag which will only be displayed each June. If such City owned property is leased or licensed to a third party, that third party shall not be bound by this Policy, but must comply with any Federal, State, or local laws related to display of flags.

D. POW-MIA Flag. In addition, Veteran's Memorial Park may allow the display of the nationally and congressionally recognized prisoner-of-war/missing-in-action ("POW-MIA") Flag. (See 36 U.S.C. § 902, Federal Public Law §116-67, Federal Public Law §94-344.)

III. Procedures

A. Consistent with section II(A), no other flag shall be placed above the Flag of the United States and no other flag shall be larger than the Flag of the United States.

B. Flags should be hoisted briskly and lowered ceremoniously. The United States Flag should be hoisted first and lowered last.

C. Flags shall be displayed during operating hours on all days on which the City is open for business, and on national and state holidays. Flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.

D. Flags shall not be displayed during inclement weather, unless all- weather flags are used and are illuminated during darkness.

E. When flags are displayed on a single pole, the order from top to bottom shall be: the Flag of the United States, the Flag of the State, if displayed, the City of Santa Paula Flag, and, if displayed, the POW/MIA Flag, and, if displayed Pride Progress Flag only in the month of June.

F. When the flags are displayed from adjacent flag poles, the Flag of the United States shall be displayed at the highest point of honor. The Flag of the State shall be placed in the second position of honor.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: John Cotti,

Subject: FLAG DISPLAY POLICY

Date: December 15, 2021

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Review staff report, review sample Flag Display Policies, and provide direction to staff to prepare a Flag Display Policy for City Council consideration and approval at a future meeting.

BACKGROUND:

California Government Code sections 430 through 439 govern the display of flags at state, county, and municipal government buildings. The Government Code requires that the United States Flag and the California Flag be displayed at government buildings, with the United States Flag at highest honors. The Government Code does not provide any language regarding displaying any other flags at government buildings. The Santa Paula Municipal Code is also silent regarding the display of flags upon City property and the City Council has not adopted any policy regarding the display of flags on City owned flag poles.

The City currently displays the United States Flag, the California Flag, the City Flag, and POW-MIA Flag at Veterans Park. On occasion, other flags have been displayed there, such as the Pride Flag during Pride Month this past June.

At the October 6, 2021 City Council Meeting, Councilmembers expressed an interest in reviewing Flag Display Policies in other jurisdictions with the intent to consider such a policy for the City. A Flag Display Policy would provide the City with a tool for determining which flags are flown on the flagpoles at City facilities, including at Veterans Park.

This staff report provides an overview of the First Amendment and government speech doctrine as they relate to flag displays by the government, background information on flag policies in the cities of San Jose, Gilroy, Windsor, Arroyo Grande, and Artesia, and includes the policies themselves as attachments to this report.

ANALYSIS:

I. Introduction

When a flag is flown in a city, there may be First Amendment as well as "government speech doctrine" implications. This staff report explains the difference between First Amendment-protected private speech and government speech. By adopting a Flag Display Policy, the City can maintain discretion over the flags flown as its own "government speech" which falls outside of the First Amendment. A Flag Display Policy should clearly state that flag poles are not intended to serve as a public forum for free expression by the public and that the city council maintains approval authority over which flags are flown.

II. The Government Speech Doctrine

The First Amendment restricts government regulation of *private speech* in places like public parks, public streets, and public sidewalks, those restrictions do not apply to *government speech*. (See *Pleasant Grove City v. Summum* (2009) 555 U.S. 460, 467.) The government speech doctrine is straightforward: if the speech is the government's, then the Free Speech Clause does not apply. The government may not censor viewpoints it does not like, **but the government's own speech is exempt from First Amendment scrutiny.**

Two fairly recent Supreme Court cases—*Pleasant Grove City v. Summum* (2009) and *Walker v. Texas Division, Sons of Confederate Veterans, Inc.* (2015) —have explained the government speech doctrine. In *Summum*, a small religious group offered to donate a *Summum* religious monument to a public park that hosted several previously donated monuments, including one of the Ten Commandments. When the town refused, the group accused it of unconstitutional viewpoint discrimination. The Supreme Court held that monuments in a public park constitute government speech, and therefore the town could welcome a Ten Commandments monument while refusing Summum's Seven Aphorisms monument.

In *Walker*, Texas found itself accused of unconstitutional viewpoint discrimination because, despite offering drivers dozens of specialty license plates, it had refused to make one bearing the confederate flag for the Sons of Confederate Veterans group. Again, the Supreme Court found the contested speech to be government speech. As a result, Texas was free to reject the Sons of Confederate Veterans license plate while allowing other plate designs. The Court said, "[w]hen government speaks, it is not barred by the Free Speech Clause from determining the content of what it says."

A. Flags as Government Speech

It is well-established that "governments have used flags throughout history to communicate messages and ideas." (*Griffin v. Sec'y of Veterans Affs.* (Fed. Cir. 2002)) ("We have no doubt that the government engages in speech when it flies its own flags over a national cemetery, and that its choice of which flags to fly may favor one viewpoint over another.").

In a recent case out of the First Circuit, the court upheld the City of Boston's denial of a Christian group's request to fly its flag in front of City Hall. (*Shurtleff v. City of Boston*, 986 F.3d 78 (1st Cir. Jan. 22, 2021).) Boston owns and manages three flagpoles in an area in front of City Hall. Boston flies the United States and the POW/MIA flag on one flagpole, the Commonwealth of Massachusetts flag on another flagpole, and its own flag on a third flagpole. Third parties may request to fly their flag instead of the city's flag in connection with an event taking place within the immediate area of the flagpoles. A Christian group, Camp Constitution, sought "to enhance understanding of the country's Judeo-Christian moral heritage" and asked

the city twice to fly its Christian flag while it held an event near the flag. Boston refused its request to avoid government establishment of religion. The court held that flying a third-party flag on a City Hall flagpole is government speech. As the court pointed out: “Even though the First Amendment restricts government regulation of private speech in government-designated public forums, such restrictions do not apply to government speech.”

Camp Constitution appealed and Supreme Court will hear arguments on January 18, 2022. Camp Constitution argues that the First Circuit should have applied First Amendment forum analysis, not the government speech doctrine, to determine whether it has a First Amendment right to fly its flag. It is important to note that Camp Constitution argues that Boston’s policy expressly designated the flagpole as a public forum open to all applicants with hundreds of approvals and no denials.

III. Flag Display Policies in Other Jurisdictions

Many cities have adopted Flag Display Policies to set the standards and procedures for the display of flags at city facilities. Such policies provide clear direction to staff, the Council, and the public about which, if any, flags can be displayed other than the United States flag and the State flag, and provide a process for addressing such requests. Most policies outline that city flag poles are not intended to serve as a forum for free expression by the public and that city flag poles are for exclusive use by the city. Such policies also generally prohibit requests from members of the public regarding the display of other commemorative flags. Some cities allow for the display of commemorative flags only when requested by a councilmember and approved by the majority of the council at a regular meeting of the council.

Some cities adopt policies regarding displaying flags as a method to protect cities from potential litigation regarding city council decisions to display, or not display, other commemorative flags. Staff and the City Attorney’s Office recommend developing a policy that makes its clear how to process requests to display other commemorative flags.

San Jose

The City of San Jose’s flag display policy has three categories of guidelines for federal, state, and city flags; street flags; and ceremonial flags. The first category establishes the order of precedence for official government flags, holidays on which those flags should be flown, and a half-staff policy. Street flags, defined as flags flown on a wire over a city street that sponsor an event, must be approved by the City Council and funded by the City or the group sponsoring the event, depending on the Council’s decision.

Lastly, the policy describes ceremonial flags. It states that the City’s flagpoles are not intended to serve as a forum for free expression by the public, and describes which flags may be displayed for ceremonial purposes: flags of governments recognized by the United States, flags of sister cities, flags of professional sports teams in commemoration of significant achievements, and flags displayed in conjunction with official ceremonial items, such as proclamations by the City Council.

Gilroy

The City of Gilroy’s policy also states that flag poles are not intended to serve as a forum for free expression by the public. United States, California, City of Gilroy, and sister city flags may be flown without issue at city facilities. Commemorative Flags, however, must be authorized

by the City Council as an expression of the City's official sentiments.

The policy defines Commemorative Flags as flags that identify with a specific historical date or event, cause, or nation or group of people. Commemorative Flags can only be displayed upon City Council direction and must be consistent with the City's vision, mission, and priorities. The City must hold a ceremony for every approved Commemorative Flag. The Council may, by resolution, indicate how long to display the flag, but it can be no longer than 30 continuous days, and only one commemorative flag can be displayed in any given period.

Windsor

The Town of Windsor's policy establishes guidelines for the display of the United States flag, the POW-MIA flag, the California flag, the Town flag, and commemorative flags. The first half of the policy describes the order in which flags should be displayed, with the United States flag taking precedence.

The policy then moves onto commemorative flags, which are defined as all flags that are not government or POW-MIA flags. It clarifies that flagpoles are not intended to serve as a forum for free expression of the public. The Town Council will only consider requests for commemorative flags if the request is made by a Councilmember. Commemorative flags must then be authorized by the Town Council as an expression of official sentiments. They shall only be displayed at certain city facilities, for 31 days or less according to the Council, and in the last position of honor.

Arroyo Grande

The City of Arroyo Grande's proposed flag display policy clarifies guidelines regarding the outdoor display of the United States flag, the California flag, the City flag, and commemorative flags. Government flags are flown in accordance with Federal and State regulations and statutes.

Commemorative flags are defined as flags that identify with a specific historical event, cause, and nation or group of people that the City Council chooses to honor. They represent an official expression by the City, and they can only be displayed at City Hall and a nearby park. Requests to display a flag can only be made by a Councilmember, and another Councilmember must agree to place the discussion to authorize the display on the agenda for a City Council meeting. A majority of Councilmembers must agree to display the flag, and it must be displayed for no longer than 30 consecutive days. The following flags are not allowed as commemorative flags and will not be considered by the City Council: flags of a particular religious movement or creed, flags of a political party, and flags advocating a certain outcome in an election.

Artesia

The City of Artesia prioritizes the display of the United States, California, and city flags. It clarifies that commemorative flags are an expression of the City's official sentiments, and city flagpoles are not intended to serve as a forum for free expression by the public. The City will only consider requests for display of a commemorative flag by a Councilmember.

The policy defines commemorative flags as flags that help raise awareness to a specific historical event or cause. The City Council should determine whether the cause supports the

City's overall mission. Flags promoting religion or religious groups, political parties, or electoral candidates should not be considered. A Councilmember must make the initial request at a City Council meeting, and another Councilmember must second the request. Then, the item will be placed on the next regular City Council agenda for discussion and decision. City Council will vote on the request, and the item must receive a majority vote for approval of display.

Next Steps

At the Council's request, City staff will bring back a Flag Display Policy for the Council's review and adoption, based on Council's consensus on the content and depth of such a policy.

STRATEGIC PLAN:

FISCAL IMPACTS:

There are no fiscal or personnel impacts associated with this item.

OPTIONS:

In addition to the recommended action, the City Council can also:

1. Request that staff conduct further review of Flag Display Policies.
2. Decline to move forward with this item. The Council is under no obligation to establish a Flag Display Policy or could simply adopt a policy statement that no flags shall be flown on public property other than the US, State and City flags, save the POW-MIA flag located at Veteran's Park.

ATTACHMENTS:

Flag - San Jose Flag Policy-c1.pdf
Flag - Gilroy Flag Policy-c1.pdf
Flag - Windsor Flag Policy-c1.pdf
Flag - Arroyo Grande Flag Policy-c1.pdf
Flag - Artesia Flag Policy-c1.pdf

City of San José, California

COUNCIL POLICY

TITLE	PAGE	POLICY NUMBER
EXHIBITION OF FEDERAL, STATE, AND CITY FLAGS FROM CITY BUILDINGS – ALL OCCASIONS	1 of 3	2-1
EFFECTIVE DATE April 27, 1970	**REVISED DATE** October 17, 2006	
APPROVED BY COUNCIL ACTION 4-27-70; 8-3-82, Item 11 k; 9-28-82, Item 12 a; 4-2-85, Item 7 e; 10-17-2006, Item 3.7a; 11-14-2006; Item 3.5c, Res. 73490		

PURPOSE

To establish guidelines for: (1) the exhibition of the flag of the United States of America, the California State flag, the San Jose City flag from City buildings and the New City Hall flag at City Hall, and (2) the display of street flags for parades and holidays, and (3) the display of ceremonial flags.

POLICY

It is the policy of the City of San José that flags should be displayed in conformance with Federal and State policies, as stated in the Federal "Our Flag" publication of the Congress, House Document No. 96-144; and the State of California Government Code Sections 430 and 437.

In order to establish a policy with respect to the locations and days when the United States of America, California State, and San Jose City flags should be displayed, the following standards should be followed.

The Director of General Services is responsible for ensuring the proper execution of this policy at all City facilities except the Airport, where the Director of Aviation is responsible for proper execution of this policy.

STANDARDS

A. Federal, State and City Flags

1. Outdoor flags will be flown at City facilities in the following order of precedence: first, the United States flag; second, the California State flag; third, the San Jose City flag; and fourth, the New City Hall flag.

2. Weather permitting, flags should be displayed daily in front of or at a location near City Hall, the Police Administration Building, the Civic Auditorium, the Airport, and all Fire and Police facilities during business hours.

3. Flags should not be displayed in inclement weather. However, all-weather flags may be flown on a 24-hour basis as long as they are illuminated from sunset to sunrise.

The City Hall flags shall be all-weather flags, shall be flown on a 24-hour basis and shall be illuminated at night.

4. The San Jose City flag will be flown wherever there are sufficient poles to do so in accordance with #2 above. The City flag may be displayed on the same pole with, and underneath the State flag, whenever the pole is of sufficient height. The Federal, State, and City flags shall not be flown on a single pole of any height.

5. New City facilities where any flags are to be flown shall be constructed with a sufficient number of poles to allow the City flag to be flown.

6. Indoor City flags shall be displayed at a minimum in the City Council Chambers and in the Mayor's Office.

7. On recognized Federal and/or State holidays, and on other special occasions as listed below, flags should be flown from all locations listed in paragraph A-2 above.

    a) January 1, New Year's Day
    b) January 20, (2001, 2005, 2009, etc., every fourth year) on the day the President of the United States is inaugurated
    c) Third Monday in January, Martin Luther King's birthday
    d) Third Monday in February, Presidents' Day
    e) Second Sunday in May, Mother's Day
    f) Third Saturday in May, Armed Services Day
    g) Last Monday in May, Memorial Day. The flags to be flown at half-staff (first raise to top, then slowly lower to half-staff) until noon and at full staff from noon until sunset. NOTE: The United States flag must always be flown by itself when displayed at half-staff.
    h) Third Sunday in June, Father's Day
    i) June 14, Flag Day
    j) July 4, Independence Day
    k) First Monday in September, Labor Day
    l) September 9, Admission Day
    m) September 17, Constitution Day
    n) Second Monday in October, Columbus Day
    o) The first Tuesday after the first Monday in November of a presidential election year and gubernatorial election days
    p) November 11, Veteran's Day
    q) Fourth Thursday in November, Thanksgiving Day
    r) December 25, Christmas Day
    s) State holidays
    t) Special occasions of Federal, State and local proclamation

8. Flags at all City facilities shall be displayed in accordance with the above standards. However, the City Manager may order flags to be lowered to half staff including, but not limited to flags of the United States of America and State of California in honor of the death of a City employee killed in the line of duty.

B. Street Flags

Street flags are defined as flags flown on a guy wire over a city street. The guy wire is generally attached to city streetlights and is oriented perpendicular to the flow of traffic. Street flags may be flown in the downtown area on Veteran's Day and Memorial Day, if requested by a group sponsoring an event on that day and approved by the City Council. Funding for this flag flying may be provided by an outside agency or at the City's expense, depending on the decision of the City Council.

C. Ceremonial Flags

The City's flagpoles are not intended to serve as a forum for free expression by the public. The following flags may be displayed by the City as an expression of the City's official sentiments:

1. Flags of Governments Recognized by the United States. Flags of the governments recognized by the United States may be displayed upon the request of the Mayor, a member of the City Council or the City Manager.

2. Flags of Sister Cities: The flags of official Sister Cities of San Jose may be displayed in conjunction with an event involving the Sister City.

3. Flags Displayed in Conjunction With Official Ceremonial Items: Other flags may be displayed in conjunction with official actions, ceremonial items, or proclamations of the City Council.

4. Flags of Professional Sports Teams: The City Manager may order the display of the flag of a professional sports team in commemoration of a significant achievement involving the City of San Jose.

RESOLUTION NO. 2021-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING A COUNCIL POLICY REGARDING THE DISPLAY OF FLAGS AT CITY FACILITIES

WHEREAS, The City of Gilroy ("City") displays and handles all flags in accordance with Federal and State Law; and

WHEREAS, The City does not have local rules or guidelines regarding the display of flags at City facilities; and

WHEREAS, The City wishes to adopt a policy to provide clear guidelines about the display of flags at City facilities that declares that the City's flagpoles are not intended to be a forum for free expression by the public but rather are used to express official views of the City Council of the City; and

WHEREAS, Said City facilities and flagpoles are under the exclusive control of the City and are not public forums for the free expression of the views of the public.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gilroy hereby approves and adopts the policy for the display of flags at City facilities contained in Exhibit A attached hereto.

PASSED AND ADOPTED this 17th day of May, 2021 by the CITY COUNCIL OF THE CITY OF GILROY by the following roll call vote:

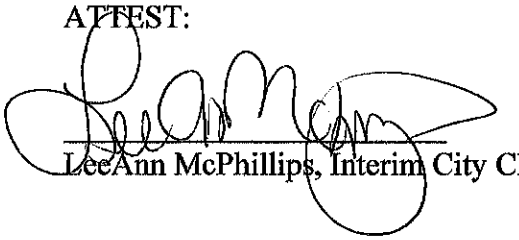
AYES:	COUNCILMEMBERS:	ARMENDARIZ, BRACCO, HILTON, LEROE-MUÑOZ, MARQUES, TOVAR, BLANKLEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE

APPROVED:

Marie Blankley

Marie Blankley, Mayor

ATTEST:



LeeAnn McPhillips, Interim City Clerk

Exhibit A

CITY OF GILROY POLICY FOR FLYING FLAGS AT CITY FACILITES

It is the policy of the City of Gilroy that the City's flag poles are not intended to serve as a forum for free expression by the public but rather for the display of the Flags of the United States and the State of California. The flag poles located at all City facilities may also be used to display the flags of the City of Gilroy, Sister Cities and any Commemorative Flags as may be authorized by the City Council as an expression of the City's official sentiments.

A Commemorative Flag under this policy means a flag that identifies with a specific date historical event, cause, nation or group of people, whereby the City honors or commemorates the date, event, cause, nation or people by flying the flag.

Commemorative Flags shall be displayed at City facilities only upon City Council direction, consistent with the City's vision, mission, and ongoing and strategic priorities.

The City of Gilroy will hold a ceremony for every approved flag raising upon the first raising of the set flag, participation from the Mayor and Council shall be voluntary, the City will provide podium, audio, electricity, and seating. The event shall be coordinated by the sponsoring council member and be held on the first business day of the corresponding month.

PROCEDURE

In addition to the flags of the State of California and the United States of America, the City Council may, by resolution, direct City staff to display any Commemorative Flag on the flag poles at City facilities as an expression of the City s official sentiments, for those dates and times and on those terms and conditions as set forth in the resolution.

Commemorative Flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than 30 continuous days or one calendar month.

No more than one commemorative flag shall be displayed in any given period.

This Policy shall remain in effect until modified by the City Council.

APPROVED:

Marie Blankley

Marie Blankley, Mayor

I, LeeAnn McPhillips, Interim City Clerk of the City of Gilroy, do hereby certify that the attached Resolution No. 2021-17 is an original resolution, or true and correct copy of a city Resolution, duly adopted by the Council of the City of Gilroy at a regular meeting of said held on Council held on the 17th day May, 2021, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this 10th day of June, 2021.

LeeAnn McPhillips
Interim City Clerk of the City of Gilroy

(Seal)

RESOLUTION NO. 3650-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR APPROVING A POLICY FOR THE OUTDOOR DISPLAY OF FLAGS

WHEREAS, the Town of Windsor (Town) displays the Flag of the United States and the Flag of the State of California at Town facilities; and

WHEREAS, the Town has not historically had a flagpole policy regarding the display of such flags or the display of any commemorative flags; and

WHEREAS, the Town Council desires to adopt a policy regarding (1) the display of the United States Flag, the POW-MIA Flag, the California State Flag, and the Town Flag at Town facilities; and (2) the display of commemorative flags at Civic Center or Town Green; and

WHEREAS, the Town's flagpoles are not intended to serve as a forum for free expression by the public, but rather for the display of the Federal, State, the POW-MIA Flag, Town Flag, and any commemorative flag as may be authorized by the Town Council as an expression of the Town Council's official sentiments.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Windsor does hereby adopt the policy, regarding Outdoor Display of Flags, as set forth in the attached Exhibit A.

PASSED, APPROVED AND ADOPTED this 20th day of January 2021, by the following vote:

AYES:	**COUNCILMEMBERS FUDGE, LEMUS, VICE MAYOR SALMON AND MAYOR FOPPOLI**
NOES:	**NONE**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

Dominic Foppoli

DOMINIC FOPPOLI, AT-LARGE MAYOR

ATTEST:

Maria De La O

MARIA DE LA O, TOWN CLERK

Attachment:

- **Exhibit A -** Outdoor Display of Flags Policy

TOWN OF WINDSOR

EXHIBIT A

OUTDOOR DISPLAY OF FLAGS POLICY

1. Background

The Windsor Town Council desires to establish a policy regarding (1) the display of the United States Flag, the POW-MIA Flag, the California State Flag, and the Town Flag at Town Facilities; and (2) the display of commemorative flags at the Civic Center and Town Green. In adopting this policy, the Town Council declares that the Town of Windsor's flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, the POW-MIA Flag, and Town Flags, and any commemorative flag as may be authorized by resolution of the Town Council as an expression of the Town Council's official sentiments. Requests by Councilmembers for commemorative flags must follow Council policies for placing items on Council meeting agendas.

2. Purpose and Scope

The purpose of this Policy is to establish guidance for the outdoor display of flags at Town Facilities, including the display of commemorative flags. The Outdoor Display of Flags Policy may be referred to herein as "this Policy." Nothing in this Policy is intended to control the Town's indoor display of flags, including commemorative flags, within Town Facilities.

3. Definitions

The following definitions shall apply to this Policy:

"U.S. Flag" means the flag of the United States, as defined by 4 USC 1.

"POW-MIA Flag" means the flag of the National League of POW-MIA Families, as defined by California Military and Veterans Code Sections 1830 and 1831.

"California Flag" means the State Flag of California (also known as the "Bear Flag"), as defined by California Government Code Section 420.

"Town Facility" means any real property that is owned or operated by the Town.

"Town Flag" means the official flag of the Town of Windsor, as defined by California Government Code Section 435, and as established by Town Council resolution.

"Commemorative Flag" means any flag other than the U.S. Flag, the California Flag, the POW-MIA Flag, or the Town Flag.

4. Standards

Flags shall be displayed in accordance with Federal and State statutes, including, but not limited to, Title 4, Chapter 1 of the United States Code and Sections 430 through 439 of the California Government Code, and this Policy.

5. Displaying the U.S. Flag, California Flag, POW-MIA Flag, and Town Flag

5.1 No other flag shall be placed above the U.S. Flag and no other flag shall be larger than the U.S. Flag. Other flags may be flown at the same height and in the same size, in accordance with this Policy. Where both the U.S. Flag and the California Flag are flown, they shall be of the same size.

5.2 Flags should be hoisted briskly and lowered ceremoniously. The U.S. Flag should be hoisted first and lowered last.

5.3 Flags shall be displayed during operating hours on all days on which the Town is open for business, and on national and state holidays. Flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.

5.4 Flags shall not be displayed during inclement weather. However, all-weather flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.

5.5 The Town shall display the U.S. Flag and the California Flag at Town Facilities. The U.S. Flag shall be displayed in the first position of honor. The California State Flag shall be placed in the second position of honor (unless the POW-MIA flag is displayed in accordance with this Policy).

5.6 The Town Manager is hereby authorized to display the Town Flag at Town Facilities. The Town Flag, if displayed, shall be placed in the position of honor following the California State Flag.

6. Displaying the POW-MIA Flag

6.1 The POW-MIA Flag is nationally recognized, created in 1971, and recognized by an act of Congress through the adoption of U.S. Public Law 101-355, to represent the concern of individuals who are identified as prisoners of war or missing in action. The POW-MIA Flag has become a symbol of commitment to achieving the fullest possible accounting for those in the future who may become prisoners of war, missing in action, or otherwise unaccounted for as a result of hostile action.

6.2 In accordance with the Town's longstanding tradition, the POW-MIA flag shall continue to be displayed at the Civic Center and Town Green. The POW-MIA flag may also be displayed at other Town facilities. If displayed, the POW-MIA flag shall

be placed in the second position of honor, and the California Flag shall then be in the third position of honor.

7. Displaying Commemorative Flags

7.1 The Town's flagpoles are not intended to serve as a forum for free expression by the public. The Town shall display commemorative flags only if authorized by the Town Council as an expression of the Town Council's official sentiments. Any such authorization shall be given at a duly noticed meeting of the Town Council.

7.1.1 The Town Council shall only consider a request to display a commemorative flag if the request is made by a member of the Windsor Town Council.

7.2 Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days, unless Town Council expressly authorizes a longer period in accordance with this Policy and to the extent, such display does not conflict with Federal and State laws.

7.3 Commemorative flags shall be displayed exclusively on the Civic Center or Town Green Flagpoles, and shall not be displayed on flagpoles at Public Works Yard, Community Center, or Senior Center.

7.4 Commemorative flags displayed on the Civic Center or Town Green Flagpoles shall be displayed in the last position of honor.

8. Displaying Flags at Half-Staff

8.1 Only the U.S. President or Governor of California can order the U.S. Flag or California State Flag to fly at half-staff. It shall be Town custom to follow the lead of the federal and state governments when the President and/or Governor orders the flags to be flown at half-staff.

8.2 Whenever the U.S. Flag is flown at half-staff, all displayed flags shall also be flown at half-staff. When lowering a flag to half-staff, the flag shall first be hoisted to its peak for an instant and then lowered to half-staff. At the end of the day, the flag shall again be raised to its peak before being lowered for the day.

8.3 The Town Manager is authorized to order that the Town flag be lowered to half-staff in honor of a Town employee killed in the line of duty.

8.4 The Town Council is authorized to order that the Town flag be lowered to half-staff in honor of the death of a Town of Windsor resident who has made an especially meritorious contribution to the interests or well-being of the town.

CITY OF ARROYO GRANDE POLICY ON DISPLAY OF FLAGS

I. **Purpose**

A. The Arroyo Grande City Council desires to establish clear guidelines regarding:

1. The outdoor display of the United States Flag, the California State Flag, and the City of Arroyo Grande Flag at City facilities or City-owned or City-maintained flagpoles; and

2. The outdoor display of commemorative flags at the Arroyo Grande City Hall and Heritage Square Park.

B. In adopting this Policy, the City Council desires to reflect the dignity of the flags flown on flagpoles or displayed at City-owned or City-maintained facilities, as well as the role of the Arroyo Grande City Hall as an inclusive gathering location and local symbol of government and democracy.

C. In adopting this Policy, the City Council declares that flagpoles owned or maintained by the City of Arroyo Grande are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for the display of the United States, State of California, City of Arroyo Grande, and any commemorative flag authorized by the City Council as an expression of the City Council's official sentiments (government speech).

II. **Policy**

A. Conformance with Federal and State Regulations. Flags shall be displayed in accordance with Federal and State statutes and regulations, including, but not limited to, United States Code, Title 4, Chapter 1 and California Government Code section 430 et seq., and this Policy.

1. Per California Government Code section 431(a), the Flag of the United States and the Flag of the State of California shall be prominently displayed upon or in front of public buildings of the City.

2. Per California Government Code section 434.7, any Flag of the United States or Flag of California that the City purchases must be made in the United States.

3. The United States Flag may only be flown at half-staff in accordance with the guidelines set forth at https://www.usa.gov/flag. The State of California Flag shall be flown at half-staff if the United States Flag is flown at half-staff or on order of the Governor.

B. City Facilities other than the Arroyo Grande City Hall. At facilities that the City owns or maintains (other than facilities maintained by other governmental entities), there may be one flagpole where the United States Flag shall be flown and the State of California flag may be flown as described in Section II.

C. Arroyo Grande City Hall.

1. There shall be flagpoles at the Arroyo Grande City Hall to fly the following flags in the manner described below: Flag of the United States, Flag of the State of California, Flag of the City of Arroyo Grande, and any approved commemorative flag.

2. The City of Arroyo Grande Flag shall fly at half-staff if either the United States or California Flag is at half-staff. The Mayor may order the City of Arroyo Grande Flag to fly at half-staff at the death of a current or former City Council Member or current City staff member or a historically significant member of the community.

3. Commemorative Flag.
   a. As expression of the City's official government speech, the City Council may authorize the display of a commemorative flag to fly at the Arroyo Grande City Hall and the Heritage Square Park flagpoles only.

   b. The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Arroyo Grande City Council and another City Council member agrees to place the discussion to authorize such display on the agenda for a regular or special City Council meeting. Requests to fly a commemorative flag by members of the public will not be considered.

   c. At a noticed and agendized City Council meeting, a majority of Council Members must agree to display the commemorative flag.

   d. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty (30) consecutive days.

   e. Commemorative flags must be either purchased by the City or temporarily donated for the City's use and must be clean, without holes and tears, and be made of an all-weather fabric. Commemorative flags must be the same size or smaller than the United States and California flags that are flown. The City will not be responsible for the condition of the commemorative flag once flown.

   f. If any other flag is flown at half-staff, the commemorative flag will also be flown at half-staff.

   g. A "commemorative flag" as defined in this Policy shall mean a flag that identifies with a specific historical event, cause, nation or group of people that the City Council choses to honor or commemorate consistent with the City's mission and priorities. The following are not allowed as Commemorative Flags and will not be considered by the City Council:

i. Flags of a particular religious movement or creed to avoid the appearance of City government endorsing religion or a particular religious movement or creed;

ii. Flags of a political party to avoid the appearance of City government endorsing a political party; and

iii. Flags advocating a certain outcome in an election.

III. **Procedures**

A. No other flag shall be placed above the United States Flag and no other flag shall be larger than the United States Flag. Other flags may be flown at the same height and in the same size, in accordance with this Policy. Where both the United State Flag and the California State Flags are flown, they shall be of the same size.

B. Flags should be hoisted briskly and lowered ceremoniously. The United States Flag should be hoisted first and lowered last.

C. Flags shall be displayed during operating hours on all days on which the City is open for business, and on national and State holidays. Flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.

D. Flags shall not be displayed during inclement weather, unless all-weather flags are used and are illuminated during darkness.

E. When flags are displayed on a single pole, the order from top to bottom shall be: the United States Flag, the California State Flag, and, if displayed, the City of Arroyo Grande Flag.

F. When the flags are flown from adjacent flag poles, the United States Flag shall be flown at the highest point of honor, which is the furthest point to the left from the standpoint of the observer ("the flag's right").

G. When a flag is displayed at half-staff, it shall first be hoisted to the peak for a moment and then lowered to half-staff position. Before being lowered at the end of the day or when taken down, the flags shall again be hoisted to the peak for a moment and then fully lowered.

CITY OF ARTESIA

FLAG DISPLAY POLICY

PURPOSE

The City of Artesia displays the United Sates and the State of California flag at City facilities in accordance with federal and State law, which calls for these flags to be prominently displayed in front of a public building, such as City Hall. The City also has an adopted City of Artesia flag for display.

The Flag Display Policy is intended to set criteria and a process to provide the City Council the option to authorize the outdoor display of commemorative flags as an expression of the City's official sentiments, at City facilities using City-owned flagpoles.

This policy establishes that the City-owned flagpoles are for the exclusive use of the City, and not intended to serve as a forum for free expression by the public. The City of Artesia will not consider requests by members of the public or outside organizations.

FLAGPOLES AND FLAG DISPLAY

The City of Artesia has three facilities with flagpoles, maintained and used by the City. Locations for the flagpoles and the type of flag(s) in display are as follows:

Facility	**Flag Type**
City Hall	*United States flag and State of California flag*
AJ Padelford Park	*United States flag and State of California flag*
Artesia Park	*United States flag*

Additionally, there are flagpoles on the medians throughout the City, which display the United States flag.

At facilities where more than one flag is displayed in a single pole, the order of the flags, per flag protocol, includes the United States flag at the top most part, then the California State flag. If a City flag is flown on the same pole, the flag will be below those.

CRITERIA

Commemorative flags typically help raise awareness to a specific historical event or a cause. In evaluating whether to approve the display of a commemorative flag, the City Council should take into account whether the cause promoted by the commemorative flag

supports the City's overall mission. The City Council should not consider commemorative flags promoting religion or religious groups, political parties, or flags displaying support of electoral candidates.

DISPLAY OF COMMEMORATIVE FLAG

City Hall serves as the official government building recognized by the public for municipal services. This facility will serve as the only designated location to display commemorative flags approved by the City Council. Flag protocols require that when another flag is flown on the same staff as the United States flag, that the United States flag must be flown at the top. Commemorative flags will be flown underneath the United States flag.

Due to restrictions posed by the size of the flagpole and its proximity to the walkway entry to City Hall, the commemorative flag will need to be removed any time the United States flag is ordered by Presidential proclamation to be flown at half-mast, to prevent blocking the entryway to the public. In this instance, only the United States flag and California flag will be flown for the duration required at half-mast. Upon raising the flag, the commemorative flag will be displayed again if it is within the approved time frame to be flown.

APPROVAL PROCESS

The City Council will only consider requests for display of a commemorative flag by a City Councilmember. The request must follow the outline below:

1. A member of the City Council must make the initial request at a City Council meeting
2. Another City Councilmember must second the request
3. If the request receives a second, the item will be placed on the next regular City Council agenda for discussion and decision
4. The request will be voted on by the City Council
5. The item must receive majority vote for approval of display

ACQUIRING THE FLAG

Following approval by the City Council, a 4 ft x 6 ft flag with gromet holes at the top and bottom may be provided to the City to display. Alternatively, the City may purchase a flag to display up to a maximum expenditure of $100 per fiscal year.

DURATION

Upon City Council approval, the commemorative flag will be displayed as outlined on the City Council agenda report. The duration may range from 1 day to 30 days, as determined by the City Council during a City Council meeting. Upon City Council approval, the

commemorative flag will be displayed as early as the next business day following the City Council meeting. For authorizations of display for a duration of one month, the flag will be displayed on the first business day of the approved month and removed on the first business day following the end of the month.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: John Cotti,

Subject: FLAG DISPLAY POLICY

Date: January 19, 2022

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 7388 enacting a Santa Paula Flag Display Policy.

BACKGROUND:

The United States Flag Code and the California Government Code govern the display of flags at federal, state, county, and municipal government buildings. The Government Code requires that the United States Flag and the California Flag be displayed at government buildings, with the United States Flag at highest honors. The Government Code does not provide any language regarding displaying any other flags at government buildings. The Santa Paula Municipal code is also silent regarding the display of flags upon City property.

At the October 6 and December 16, 2021, meetings, the City Council discussed the establishment of a policy governing the display of commemorative flags at City facilities such as Veterans Memorial Park. During those discussions, the Council also considered the first amendment implications related to certain flag policies and reviewed several flag policies from other jurisdictions. After a lengthy discussion, the Council ultimately directed City staff to bring back a policy that governs the display of the United States, California, POW/MIA, and City flags at City facilities. The Council declined to include a process for the flying of commemorative flags.

ANALYSIS:

Consistent with the Council's direction, the attached Flag Display Policy incorporates the Council's direction by recognizing that the City's flagpoles are not intended to serve as a forum for free expression of the public, but rather only for the display of the United States, California, POW-MIA, and City flags.

STRATEGIC PLAN:

None

FISCAL IMPACTS:

There are no fiscal or personnel impacts associated with this item.

OPTIONS:

In addition to the recommended action, the City Council can also

1. Request that staff revise or conduct further review of the Flag Display Policy.
2. Decline to move forward with this item.

ATTACHMENTS:

Exhibit A - Resolution No. 7388 Adopting the Flag Display Policy.DOCX

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: FISCAL REVIEW: FY 22/23 YEAR END AND FY 23/24 Q1

Date: October 18, 2023

Agenda Item: 11.C

RECOMMENDATION:

Staff recommends that the City Council receive and file the fiscal year end report. Staff will return to Council on November 1st with budget adjustment recommendations.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

The purpose of this report is to review the unaudited year end activity of FY 2022/23 to make recommended adjustments and revise projections for the FY 2022/23 budget based on current trends.

The Fourth Quarter (Year-End) Financial Review is intended to provide the City Council the opportunity to review the City's Annual FY 2022/23 Operating Budget, which was adopted on June 24, 2021, and then amended throughout the fiscal year, and to report on the un-audited year-end financial activity. This is an overview of the revenue and expenditure activity in the General Fund, as well as the City's Special Funds, and presents recommendations for adjustments to the adopted budget.

The first section of this report is a summary of the financial activity for the City's most significant fund, the General Fund, as of June 30, 2023. Staff has also included discussion on other miscellaneous funds and Capital Improvement Program (CIP) projects. It provides a summary of the revenues and expenditures with an "Actual" vs. "Budget" comparison to better assess the progress of the General Fund (Attachment 1 – Budget Report). The figures presented here are un-audited and may change upon the conclusion of the independent year-end audit that is currently underway.

The second half of this report deals with revenue projections for the First Quarter Financial Review for FY 2023/24. First quarter reviews are typically early check-ins, and that is particularly the case during the current budget cycle as siginficant development impact revenue is still pending.

ANALYSIS:

FY 22/23 YEAR END (Q4)

General Fund Revenue Analysis

The General Fund is the general operating fund of the City and accounts for activities and services traditionally associated with general municipal services. When discussing the General Fund in this report, it includes the Measure T and Recreation Program funds. Overall, based on analyzing year to date activity, revenues and expenditures for the General Fund and subfunds trended as expected with revenues exceeding expenditures.

The General Fund revenues are trending below projected figures, particularly due to Developer related activity as noted in the Building Permits and Charges for Services section below. Following is an overview of the Budget to Actual figures by category, along with the proposed adjustments.

All General Funds	Budget	Actuals	Variance	Recommendations
Charges for Service	2,589,738	1,292,828	41.4%	(1,300,000)
Licenses & Permits	1,339,500	473,717	110.1%	(864,000)
Fines & Penalties	91,500	110,685	122.8%	19,185
Other Revenue	271,931	318,429	86.0%	47,000
Intergovernmental Revenues	433,496	426,552	112.2%	(6,944)
Property Related	4,750,163	5,022,443	101.3%	271,800
Sales Tax	7,500,000	8,141,512	113.0%	641,500
Other Taxes	368,000	372,660	109.8%	-
TOT	110,000	102,190	102.9%	(7,800)
Business License	133,000	150,884	115.3%	13,200
Real Property Transfer Tax	125,000	119,585	110.8%	(5,400)
Franchise Fee	925,000	1,159,604	104.8%	234,600
Investments & Rents	152,365	155,141	102.0%	-
Transfers	2,213,204	2,213,204	100.0%	-
TOTALS	20,634,897	19,686,775	95%	(956,859)

Charges for Services includes fees such as plan check, inspection, and application filing fees as well as developer deposit vendor activity that is recognized at the end of the year with a matching expenditure. Multiple changes are recommended in this category, most significantly is a decrease to Plan Check and Inspection Fees which have fallen short by nearly half a million dollars. Other line items that require adjustments include School Resource Officer Revenue by $75,000 due to ongoing prior year reconciliations, and $415,000 to reimbursement for Summer School program. This revenue will be adjusted in the current fiscal year, as expenses occured primarily during the summer after the year ended. The total recommended **decrease to this category is $1.3 million**.

Licenses and Permits revenue categories show Building Permit activity is trending much lower than projections, as previously communicated to Council. Staff recommends a decrease to various permit line items for a total **decrease of $864,000**. Of this figure, $634,500 is attributable to Building Permits while the remaining $229,500 is related to Electrical, Plumbing, Mechanical and Energy permits.

Fines and Penalties made up of vehicle codes and criminal fines are projected to be about $19,200 above the budgeted amount, attributable to Vehicle Code Fines.

Other Revenues encompasses all other revenues not otherwise mentioned, including miscellaneous revenue such as the reimbursement from CalJPIA and worker's compensation. A number of adjustments are being recommended totaling an **increase of $47,000** which are primarily due to net increases related to worker's compensation reimbursement in the police department.

The **Intergovernmental Revenue** category includes various items including Prop 172 sales tax (sales tax for public safety activities), vehicle license fee collection, POST reimbursement and property tax payment in lieu fees. Staff recommends an **increase of $19,300 for Vehicle License Fee** collection and an **increase of $29,000 in Property Tax Payment in Lieu Fees**.

The **Property Tax category** is composed of two payment types - the “Traditional” Property Tax, which are received in large part during the months of December and April, and the Property Tax in Lieu of Motor Vehicle License Fees (MVLF) which is received in two payments during January and May. An increase of **$271,800 is recommended to Traditional Property Tax** for residual revenue not previously anticipated in the amount of $189,800, collections of outstanding taxes totaling $31,000, and an increase of $51,000 in traditional property tax above projected figures.

The annual **Sales Tax** budgeted figure of $7.5 million is comprised of twelve (12) monthly payments for the traditional Sales Tax line item, as well as an equal amount of payments for the Measure T 1% Sales Tax.The City continues to see trends above budgeted figures and recommends an **increase of $175,100 to General Fund Sales Tax** as well as **an increase of $466,400 to Measure T Sales Tax**.

Other Taxes consists of three subcategories including Transient Occupancy Tax (TOT), Business License, and Real Property Transfer Tax. All three categories are trending as projected overall, however business licenses increases is offsetting a decrease in TOT and Real Property Transfer Tax that did not materialize.

The City collects **Franchise Fees** from five main service provider sources (Cable, Electric, Gas, Pipeline, Solid Waste) . Each provider of these services has a different payment schedule. Electric and Gas providers make annual payments in April. The Cable provider is on a quarterly payment plan, while Pipeline franchise fees are collected twice a year. The increase seen compared to budgeted figures is attributable to all four agreements, with Cable, Pipeline and Electric Franchisees all coming in $10,000 or more above expected amounts. The more significant increase is the Commercial Refuse Haulers due to the new waste hauler Franchise Fee agreement and rates. An **increase of $234,600** is recommended for this category.

Investments & Rent Income and **Overhead/Transfers** are trending as projected. No adjustments are recommended at this time.

General Fund Expenditure Analysis
General Fund expenditures have ended the year at about 88% of their budget (not including CIP). An overview of Budget to Actuals by department can be found below.

The primary savings in expenses is related to ongoing staff vacancies and the summer program not occuring in the fiscal year. The total variance throughout all departments is $1.3 million dollars of salaries and benefits that did not meet budgeted amounts. $225,550 of Measure T allocations that were not able to be spent before the year ended will be requesting a carryover of the allocation to the current fiscal year.

	Current Budget	Activity	Remaining	% of Budget
Administration	3,564,545.64	3,624,173.83	(59,628.19)	102%
Parks and Recreation	2,883,620.95	2,235,439.31	648,181.64	78%
Finance	717,272.73	623,157.54	94,115.19	87%
Community Economic Development	1,691,617.74	1,216,477.38	475,140.36	72%
Police	9,795,899.15	8,661,422.94	1,134,476.21	88%
Public Works	194,349.00	197,506.95	(3,157.95)	102%
Non-Departmental	369,742.68	327,282.16	42,460.52	89%
Total	19,217,047.89	16,885,460.11	**1,914,898**	**88%**

FY 22/23 First Quarter Review (Q1)

General Fund Analysis
While the majority of revenues with larger allocations have not yet materialized in the current fiscal year, there are a few notable trends occuring that vary from the adopted budget, including:

- A slight increase in Sales Tax revenue is currently being realized. Because the first two payments received are advances based on prior year activity staff is cautiously optimistic for sales tax revenue for this fiscal year meeting or exceeding projections.
- Significant revenues related to Developer Activity, particularly in Plan Check Fees, has not yet materialized.
- Revenue related to the upcoming bond issuance to the CFD is expected to net between $10-25,000 in revenues related to staff time.
- Reimbursement of $75,000 related to the staff and consultant work spent on the Waste Haulers Franchise Agreement has been received.
- Worker's Compensation reimbursement continues to exceed budget projections, currently by over $40,000.

Staff is not aware of any expense allocation amendments necessary for the FY 2023/24 budget at this time.

Other Funds
Staff received notification of an increased growth amount related to the COPS grant for a total allocation of $183,000 in FY 23/24. The Police Chief will incorporate the new budget into the annual report to Council next month.

Included as a separate item from this report is the Transportation Development Activity Claim Forms for FY 2023/24. An increase of $23,429.93 in both revenues and expenditures will be required to reflect the final approved budget allocation to the City from the County.

STRATEGIC PLAN:

While this item is not a direct goal or objective in City Council's two-year strategic plan, it is important to remain informed on the financial health of the City, and to provide information in a timely manner to the public.

FISCAL IMPACTS:

Staff will return on November 1st with the recommended budget adjustments, as well as recommendations from the Measure T Committee.

OPTIONS:

1. Provide additional direction to staff for the November 1st Council Meeting.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: TRAVEL POLICY UPDATE

Date: October 18, 2023

Agenda Item: 11.D

RECOMMENDATION:

Staff recommends the Council adopt Resolution 7487, adopting a revised travel expense reimbursement policy established by Resolution No. 6258 on February 6, 2006.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

The City Council adopted a policy for the reimbursement of travel expenses incurred by Elected/Appointed Officials in February 2006. Over the past 18 years, staff has encountered several situations that required further clarification within the policy, including the application of the policy to employee travel and other instances where the policy appeared to be out of step with those of comparable agencies.
The proposed policy makes no modifications to the underlying policy or philosophy of the City with respect to reimbursable expenses; instead, it provides clarifying language and updates in line with industry standards. This policy provides reasonable guidelines for expense reimbursement for City Elected/Appointed Officials and City Employees, and stresses the importance of cost effectiveness and efficiency in the use of public resources for travel purposes.

ANALYSIS:

Utilizing a neighboring City's travel policy as a basis, the following notable differences from the existing policy have been incorporated:

Guidelines
- Adds City Employees to be subject to the proposed Reimbursement Policy.

Local Travel
- Establishes guidelines for per diem and lodging eligibility to be specifically for travel outside of a 50 mile radius (100 miles roundtrip) from the origination point (City Hall or employee home, whichever is closer to the travel location).

Out of State Travel
- Removes requirement for out of state travel to be approved by City Council, and instead authorizes the City Manager and Finance Director to approve such requests, as long as

the request is within the guidelines of the proposed travel policy and the adopted budget.

Police Academy Training

- Provides direction on the preferred location of academy to be within Ventura County.

Gratuity

- Increases gratuity amount to 18%, from the existing 15%.

STRATEGIC PLAN:

While this item is not a direct goal or objective in City Council's two-year strategic plan, it is important to maintain fiscal policies updated to remain in compliance with industry standards and within state and federal regulations.

FISCAL IMPACTS:

The revisions are consistent with the City's goal of reducing cost and traveling only when the value exceeds the cost. Efficient stewardship of public resources remains the core principle of Santa Paula's Travel Expense Reimbursement Policy.

OPTIONS:

Council may reject the recommended policy and provide additional guidance to staff to return at a later time.

ATTACHMENTS:

Reso Updating Travel Policy

ATTACHMENT A
RESOLUTION NO. 7487

RESOLUTION NO. 7487

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING A REVISED TRAVEL EXPENSE REIMBURSEMENT POLICY FOR OFFICIAL CITY BUSINESS BY ELECTED/APPOINTED OFFICIALS AND CITY EMPLOYEES

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

SECTION 1: Recitals.

A. The City Council adopted Resolution 6258 Establishing A Reimbursement Policy in Accordance with Government Code 53232.2 and 53232.3 in February 2006.

B. Staff has encountered numerous situations that require language clarification related to the adopted policy.

C. On October 18, 2023, the City Council directed staff to amend the Policy to reflect changes in line with industry standards, and in accordance within the guidelines of AB 1232 (codified as California Government Code Section 53232).

SECTION 2: The City Council hereby adopts the amended Policy attached as Exhibit A to this Resolution and rescinds prior the resolution establishing the Policy.

SECTION 3: This Resolution becomes effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 18th day of October 2023

_____
Andy Sobel, Mayor

ATTEST

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM

_____
Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT

_____
Dan Singer, City Manager

EXHIBIT A
TO RESOLUTION NO. 7487

CITY OF SANTA PAULA
TRAVEL POLICY & PROCEDURES

1. PURPOSE

To establish guidelines for conferences, meetings, trainings and seminars to be attended by City Officials and City Employees. For purposes of this policy, "City Officials" means elected or appointed officials.

2. GENERAL INTRODUCTION

The City recognizes that it is in the public's interest for City Officials and Employees to attend conferences, meetings, trainings and seminars to acquire knowledge and techniques that contribute to the efficient management and operation of this City.

City Officials and City Employees are expected to exercise moderation and thriftiness when incurring expenses in connection with conducting official City business. Officials and Employees must obtain prior approval of the City Manager (and/or Department Head) and Finance Director or designee thereof, for any business or function that will require absence from work or absence from work for more than a full day (primarily requiring an overnight absence).

The intent of this policy is to assure the City Council and the public that any and all City funds expended for conferences, meetings, trainings and seminars, etc., are properly used for the benefit of the City and are properly accounted for by the City. The City views training of employees to be a valuable and essential element to ensuring the highest level of competency.

3. POLICY AND PROCEDURE

Department Heads and Finance Director, or designee, will be responsible for ensuring compliance and conformance by employees with this policy. 'Authorization' to pay expenses signifies that all expenses are accurate, appropriate, and within policy guidelines.

Travel will be by the means most economical to the City. Air travel may be authorized when travel by automobile is impractical and/or will require an official or employee to be away from work for an unreasonable amount of time. The total travel cost for automobile usage will not exceed the round trip cost of air travel, travel to and from the airport, parking, and taking into consideration travel time.

Whenever practicable, City officials and employees will carpool when using private, or City owned vehicles. Except as otherwise provided, mileage reimbursement will be made for use of private vehicles upon approved pre-approved Travel Authorization. No mileage may be claimed when using a City vehicle (see Section 9C for allowable, reimbursable expenses for a City pool car). Upon return from any trip, the employee must submit a Travel Reimbursement Claim Form to the Department Head within ten (10) days of return.

4. DEPARTMENT HEAD TRAVEL

Department Heads must obtain advance travel authorization from the City Manager or designee, thirty (30) days in advance of travel. Upon return from any trip, the Department head must submit a Travel Reimbursement Claim Form to the City Manager within ten (10) days of return. Claim forms must document that the expense in question met the requirement of this policy. For example, if there is a meal while having a meeting, then the Department Head should explain whose meals were purchased and the purpose of the meeting as it relates to City business.

5. LOCAL TRAVEL

'Local travel' is defined as official travel performed within Ventura County limits or within a distance not exceeding 100 miles' round trip (50 mile radius) from the City of Santa Paula or employee home (whichever is closest to the travel location) and does not include an overnight stay.

A. Department Heads and Finance Director, or designee, may authorize 'Local' attendance as long as travel and reimbursement for necessary expenses are within budget & policy.
B. Meals necessary during local travel will be reimbursed in accordance with the Per Diem guidelines set forth in Section 8 of this policy. If a meal is required while attending a business meeting or function and the cost of the meal exceeds the City's allowance, the employee will be reimbursed for the amount equal to the full cost of the meal upon: a) presentation of a receipt or other evidence substantiation the cost, and b) review and approval by the Department Head.
C. Employees who receive a monthly auto allowance are not eligible for mileage reimbursement for local travel (any trip less than 100 miles' round trip or 50 mile radius from City Hall or employee home, whichever is closer to the travel location)

6. NON-LOCAL TRAVEL

Non-local travel is defined as official travel involving at least one overnight absence from the City of Santa Paula or to a destination(s) exceeding 100 miles' round trip (50 mile radius) distance from the City of Santa Paula or employee home, whichever is closer to the travel location.

A. Travel out of state requires advance approval by the City Manager and Finance Director and request must be in line with travel policy.

7. TRAVEL ADVANCE PROCEDURE

Prior to travel, an employee and their supervisor should determine on the Request for Travel Authorization form whether an advance payment is necessary for certain travel expenses. Travel advances may be requested for training sessions, conferences, seminars, and meetings exceeding one day and must be authorized by the Department Head and Finance Director, or designee, or City Manager for Department Heads. The requesting department is responsible for providing appropriate security in delivering the check to the employee. The original copy of the approved Request for Travel Authorization Form along with the training sessions, conferences, seminars, and meeting agenda shall be submitted to Accounts Payable prior to the Thursday check run prior to departure. If an agenda is not available, Accounts Payable may require additional supporting documentation.

Officials and employees may request monetary advance for meals (in accordance with the meal allowance guidelines in Section 8). Advances will not be granted for meals that are part of a training sessions, conferences, seminars, and meetings.

The City will pay, in advance, registration, transportation, and lodging costs. These prepayments require sufficient notice and should be coordinated with the regularly scheduled time for issuing City checks; and will be made directly to the airline, hotel or organization involved, not to officials or employees. Exceptions to this policy require the approval of the City Manager, Department Head and Finance Director or designee.

Advances will only be made for meals not provided as a part of a non-local training session, conference, seminar, and/or meeting. Advances to employees for items such as meals are not

transferable to other employees. Future travel advances may be denied if a Travel Reimbursement Claim Form is submitted more than 15 days after the trip (see Section 10 of this policy). To receive consideration for meal reimbursement or advances when attending the training sessions, conferences, seminars, and meetings, then brochures, agendas and/or flyers must be included.

8. PER DIEM

Per Diem is for training sessions, conferences, seminars, and meetings outside of Ventura County limits only

A. Per Diem/No Receipts Required

The standard per diem rate for local and non-local travel follows the General Services Administration (GSA) Rules. Including sales tax and reasonable tip. Rates will be periodically updated. No receipts are required for meal reimbursements up to the per diem rate. Should a City Official or City Employee not be on City business for the entire day, the per diem will be prorated according to the following:

- Breakfast: 20% of the GSA rate to be paid if travel begins prior to 7 a.m.
- Lunch: 30% of the GSA to be paid if travel begins prior to 11 a.m. or ends after 1 p.m.
- Dinner: 50% of the GSA to be paid if travel begins prior to 5 p.m. or ends after 7 p.m.

While attending training sessions, conferences, seminars, and meetings where meals are not included, and the employee may be reimbursed for the actual meal expense up to the maximum allowable level, identified above in the per diem rate, if supported by a receipt or other evidence substantiating the cost attached to a Travel Reimbursement Claim Form. If meals are included with the conference or training, meal allowances/reimbursement are not permitted. Continental breakfast is considered to be breakfast, but the City Manager may approve reimbursement on a case by case basis.

B. Local Business Meals

A local business meal is defined as an official City business meeting including participants other than City staff, conducted within a 100-mile round trip (50 mile radius) from the City or employee home, whichever is closer to the travel location. Employees will be reimbursed at the per diem rate with a receipt. When using a City credit card, the employee will reimburse the City for any amount over the limit for a local business meal. A local business meal should not be used for more than two City staff unless it is related to Employee Recognition or New Employee Luncheon.

C. Miscellaneous

Alcoholic beverages are not considered part of a meal cost and will not be reimbursed. A charge to the room other than meals such as in-room movies, bottled water, minibar (alcohol) or snacks, and spa charges is an out-of-pocket expense for the employee and will not be reimbursed.

<u>High-Cost Cities or out of State</u>

When traveling to a more expensive location, such as higher cost cities or outside the state, prior approval is required to use higher per diem rates. Rates will be reflected in the current U.S. GSA per diem guidelines for specific travel locations.

Travel to higher cost cities or outside the State may be paid at a higher rate with prior approval. The allowance is a 5% increase per day under the same conditions as referenced above

9. TRAVEL

A. Air Travel

The City will only pay for economy or coach fares. Every attempt should be made to secure the lowest fare possible (i.e. government rates) and reservations should be booked 30 or more days in advance. Should a flight be booked in less than 30 days, a memo authorizing such expenses by the City Manager and Finance Director shall be required. Airline reservation shall be charged to a City designated credit card. The City will not pay for any portion of a first-class or business-class fare except under the most unusual of circumstances, ordinarily limited to an emergency, as determined by the City Manager and Finance Director. Travel agency services are only to be used under unusual circumstances and must be approved in advance by the City Manager and Finance Director.

B. Private Vehicle

If use of privately owned automobile is authorized or if no City furnished automobile is available, the reimbursable rate per mile is per GSA and is updated periodically. Privately owned automobiles may not be fueled using a City credit card or use the City's fuel dispensing system. Any employee requesting to travel by private vehicle must have current auto insurance and a valid California driver's license.

Employees receiving a monthly auto allowance must deduct the first 100 miles of a non-local trip prior to calculating mileage (50 mile radius one way).

C. City Vehicle

Reimbursement of out-of-pocket gas, oil costs and emergency vehicle repairs only. Receipts will be required and must be attached to an approved Requisition form or pre-approved Travel Authorization form. Every effort should be made to use the City's fuel dispensing system. A valid California driver's license is required.

D. Rail Travel

Business class accommodations will be allowed when traveling by rail.

E. Car Rentals

The use of a rented vehicle must be justifiable and not a matter of personal convenience. Travelers should select the most economical vehicle meeting their business needs. Travelers should always inquire with the rental company about any available governmental or business use discounts when making reservations. Travelers should also decline additional insurance.

Reimbursement for car rental expense is based upon receipts. Employees renting/driving vehicles (rental vehicles or personal vehicles) during City business shall be able to provide proof of personal automobile insurance coverage upon request. When renting vehicles during City business, the charge for the Collision Damage Waiver (CDW) should be declined.

F. Taxis and Other Ground Transportation

The cost of taxis, shuttles or carfare to and from places of business, hotels, airports, or railroad stations in connection with business activities will be reimbursed. Receipts will be required to substantiate reimbursement.

G. Lodging

Officials and employees should make every effort to request and obtain government rate discounts or request any other special rates available or select accommodations, which

will moderate the cost to the City. When making hotel arrangements, the daily room rate and applicable taxes will be obtained for travel authorization purposes and may be reserved using a designated City credit card. Itemized hotel receipts are required and should be included with Travel Reimbursement Claim Form.

H. Registration Fees

Fees charged for registration at any conference, meeting, training or seminar, will be prepaid. If this is impractical, receipts will be required to substantiate reimbursement using a pre-approved Travel Authorization form.

I. Parking

Airport parking will only be reimbursed for standard parking.
Valet parking shall only be paid when self-parking or standard parking is not available. A memo authorizing such expense is required for reimbursement by Department Head and Finance Director or City Manager for Department Heads.

J. Tipping

Tipping is a common commercial practice and payment of tips will be considered as a support of public purpose when it is part of the payment of a meal or other legitimate service. The gratuity for meals may not exceed 18% of the pretax total of the charge unless the establishment adds it to the bill. (18% for taxi or ride services, excluding limo services) (Per GSA: meals and incidental expense (M&IE) rate does include taxes and tips in the rate, so travelers will not be reimbursed separately for those items.

10. REQUIREMENTS FOR TRAVEL REIMBURSEMENT CLAIM FORM

A completed Travel Reimbursement Claim Form will be submitted for all travel and meeting expenses no later than fifteen (15) days after returning to the job or last day of travel. The Travel Reimbursement Claim form will include required receipts and will be approved by the appropriate Department Head, or designee. All Department Heads and City Officials must submit their own completed travel expense reports to the City Manager for approval.

If an advance was received and actual expenses exceed the advance, a completed Travel Reimbursement Claim form will be submitted to Accounts Payable for reimbursement processing. Reimbursement will be made to the employee within fifteen (15) working days after receipt of a 'completed' Travel Reimbursement Claim form. (Completed defined as all signatures received)

If an advance was received and actual expenses are less than the advance, a completed Travel Reimbursement Claim form and a check made payable to *City of Santa Paula*, in the amount of the difference between the advance and actual expenses, will be submitted within fifteen (15) days to Accounts Receivables for deposit. Accounts Receivable will issue receipt to be included with the completed Travel Reimbursement Claim form.

If a City Official or City Employee does not submit the appropriate receipts or documentation, they will not receive reimbursement for their expenses. Future travel may be impacted if this is a continuing problem. In addition, if there is a failure to submit completed Travel Reimbursement Claim forms on a timely basis, it may result in denial of future travel advances.

Expenses of $50.00 or less may be reimbursed with petty cash procedures in accordance with the Petty Cash policy.

11. SPOUSE, COMPANION, DEPENDENT, AND NON-EMPLOYEE TRAVEL

The City will not reimburse employees for the travel expense of spouses, companions, or dependents who accompany staff. It is the policy of the City to encourage their participation at the City official's or employee's own expense.

12. COMBINING BUSINESS AND PERSONAL ACTIVITIES

When personal activities are combined with City business, the City will reimburse only the actual business expense and not more than what normally would have been incurred. As an example: If an employee drives to Denver, Colorado for a business meeting and combines the trip with a vacation, and if he or she would normally have flown, the employee may only be reimbursed the cost of the plane fare (assuming flying is less expensive). Personal activities/trip extensions require that the employee use his/her own time.

13. NON-REIMBURSABLE EXPENSES

Non-reimbursable expenses include, but are not limited to, items such as:

a. Airline or other travel insurance.
b. Annual premiums for personal property insurance
c. Suitcases or other luggage purchased for traveling
d. Traffic and parking violations.
e. Doctor bills, prescriptions, or other medical services.
f. Alcoholic beverages
g. Fees, service charges, interest, etc. related to personal credit cards even if they are used exclusively in the performance of official duties.
h. Travel from home to the normal work site on holidays, weekends, and other scheduled days off.

14. REVIEW AND PAYMENT BY ACCOUNTS PAYABLE

The role of the accounts payable staff is to review and pay expenses related to travel. Their review is for accuracy and appropriateness. Any claim or request that appears inappropriate outside of this policy will be forwarded to the Finance Director or designee for consultation with the Department Head and/or City Manager.

15. OVERTIME FOR NON-EXEMPT EMPLOYEES

Overtime worked by non-exempt employees under the Fair Labor Standards Act (FLSA) will only be compensated if attendance at conference and seminars is required by the appointing authority. Overtime shall be paid in accordance with current Memorandums of Understanding.

16. CANCELLATION

Should a City Employee or City Official find that he/she cannot attend an event, it is the attendee's responsibility to provide notice early enough so that registration and reservation may be cancelled and refunds obtained. Failure to give such notification early enough to obtain a refund may result in the attendee assuming financial responsibility for unrecoverable expenditures. Failure to do so twice in a 12-month period shall result in denial of travel advances, use of city credit card, and/or prepayment of all travel/meeting deposits and expenses for six (6) months. A Travel Reimbursement Claim form is not required if travel is cancelled.

17. POLICE ACADEMY

It is the intent of the City to utilize local Police Academies for training recruits, as long as there is a session available in a timely fashion. In the event an accredited POST (Peace Officers Standards Training) Academy outside Ventura County is selected, every effort to minimize cost should be considered. Reimbursement opportunities should be sought out if available, including but not limited to POST reimbursement requests.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: October 18, 2023

Agenda Item: 12.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:

10.18.23_Future Agenda Items.docx

Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	Wednesday, November 1, 2023	Proposed Date
Admin	Proclamation – 100th Birthday – Albino Pineda	11/1/23
P&R	Senior Advisory Committee Presentation	11/1/23
P&R	Holiday Parade, Sponsorship Request	11/1/23
Admin	City Manager Reorganization Proposal	11/1/23
Finance	Measure T Annual Report	11/1/23
PW	Chloride Source Study Report	11/1/23
Finance	CFD Bond Issuance	11/1/23
	Wednesday, November 15, 2023	
PW	Athens – Annual Recycling Awards	11/15/23
PD	Police Department Report	11/15/23
Admin	City Manager Department Report	11/15/23
P&R	City Hall Campus Security Fencing Construction Agreement	11/15/23
Admin	Crossing Guard Contract Award	11/15/23
CDD	Red Tail Tentative Track Map	11/15/23
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	
P&R	Oil Museum Use Options	
Attorney	Municipal Code Update Overview	
Finance	Development Impact Fees	
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
PW	Citywide Street Maintenance Construction Award (Fall PMP Funding)	
Admin	SoCal Edison Discussion on Rates	
Finance	Unclaimed Funds	
CDD	VCTC Update on Railroad	
CDD	Cultural Arts Update	
CDD	Housing Element Update	
Attorney	Invocation Policy Update	
Finance	Annual City Audit	
CDD	ADU Ordinance	
Legal	Fire MOU Amendment	

Updated 9/28/2023