City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, AUGUST 6, 2025

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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

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

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

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

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

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

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

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: https://www.spcity.org/523/Public-Meeting-Agendas
NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

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

7. **PRESENTATIONS**

   7.A MAYOR'S RECOGNITION AWARDS

   7.B 805 DOCUFUND PRESENTATION

7.C 2025 LABOR DAY PARADE POSTER

7.D SENIOR ADVISORY COMMITTEE ANNUAL PRESENTATION

7.E SANTA PAULA ARTE & CULTURA COLLECTIVE PRESENTATION

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 EMPLOYMENT BENEFITS FOR UNREPRESENTED: CONFIDENTIAL EMPLOYEES AND ADOPTION OF RESOLUTION NO. 7570 FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2027**

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No.7570, approving employment terms for Unrepresented: Confidential Employees for the period of July 1, 2025 through June 30, 2027
(2) Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

10.B **APPROVAL OF EMPLOYMENT BENEFITS FOR UNREPRESENTED: EXECUTIVE MANAGEMENT AND ADOPTION OF RESOLUTION NO.7569 FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2027**

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No.7569, approving employment terms for Unrepresented: Executive Management Employees for the period of July 1, 2025 through June 30, 2027
(2) Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

10.C **2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721**

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No. 7579, approving the Memorandum of Understanding between the City of Santa Paula and the Service Employees International Union (SEIU), Local 721 for the period of July 1, 2025 through June 30, 2027.
(2) Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

10.D **2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE SANTA PAULA POLICE OFFICERS ASSOCIATON**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve Resolution No. 7581, approving the Memorandum of Understanding between the City of Santa Paula and the Santa Paula Police Officers Association for the period of July 1, 2025 through June 30, 2027.
2. Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

10.E 2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE MID MANAGEMENT ASSOCIATION

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 7580, approving the Memorandum of Understanding between the City of Santa Paula and the Mid Management Association for the period of July 1, 2025 through June 30, 2027.
2. Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

10.F AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOLID WASTE SOLUTIONS, INC.

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute proposed Contract Amendment No. 1 to the Professional Services Agreement with Solid Waste Solutions, Inc., for comprehensive oversight and planning of the City's solid waste franchise agreement with Athens Services and compliance with state mandated solid waste programs by CalRecycle.

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

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase a 2025 Ford F-150 Lightning EV truck for the Parks and Recreation Department in an amount not to exceed $85,000.
2. Waive the formal bidding process pursuant SPMC 41.10 due to the high demand and limited availability of these vehicles.
3. Authorize any unspent funds from the $85,000 allocation to be used for the purchase and installation of a light bar and other truck accessories.

10.H LICENSE AGREEMENTS WITH POTENTIAL UNION OIL BUILDING USERS

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to enter into license agreements with the Santa Paula Historical Society and Leap Lab: Ventura County Science Center for

use of the Union Oil Building.

10.I **NOTICE OF COMPLETION FOR THE POLICE STATION REMODEL PHASE I**

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by Zuma Construction Group, Inc.

2. Authorize staff to file the Notice of Completion with the County Recorder.

10.J **CITY LEASE AGREEMENT WITH THE INDEPENDENT ORDER OF ODD FELLOWS AT 866 E. MAIN STREET FOR CITY OFFICES AND SUBLEASE TO ATHENS SERVICES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve a five-year lease agreement with option to extend an additional five-years between the City and the Independent Order of Odd Fellows for 3,400 square feet of commercial property at 866 E. Main Street; and
2. Approve the sublease agreement with Athens Services for 488 square feet of office space at 866 East Main Street for customer service and general office use; and
3. Authorize the City Manager to execute the agreements in a form approved by the City Attorney.

10.K **SERVICE AGREEMENT FOR PERMIT MANAGEMENT SOFTWARE**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to enter into a service agreement with GovWell to establish an online submittal and permitting system for Building & Safety permits and Planning applications.

10.L **PLACER AI DATA ANALYTICS SOFTWARE ORDER FORM AMENDMENT 2025 - 2027**

RECOMMENDATION:

Staff recommends that the City Council:
Approve the Amendment to the Order Form with Placer Labs, Inc., extending the agreement term for an additional 24-months, beginning August 29, 2025, and authorizing an increase in the annual license fee.

10.M **APPROVAL OF MINUTES**

- **City Council Special Meeting May 7, 2025**
- **City Council Regular Meeting May 7, 2025**
- **City Council Special Meeting May 14, 2025**
- **City Council Special Meeting May 21, 2025**
- **City Council Regular Meeting May 21, 2025**
- **City Council Special Meeting June 4, 2025**

- **City Council Regular Meeting June 4, 2025**
- **City Council Special Meeting June 9, 2025**
- **City Council Special Meeting June 12, 2025**

RECOMMENDATION:
Staff recommends Council approve minutes.

10.N **JUNE 2025 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 June 2025, starting check number 341044 and ending check number 341320.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 30th, 2025, through June 13th, 2025.

10.O **ACCEPTANCE OF GATE DETECTOR MAINTENANCE EASEMENT FROM LENNAR - HARVEST AT LIMONEIRA**
RECOMMENDATION:
1. Adopt Resolution No. 7586 to accept an easement from Lennar to maintain gate loop detectors associated with the three-million gallon tank improvements.

10.P **INVESTMENT POLICY UPDATE**
RECOMMENDATION:
Staff recommends the City Council approve the proposed Investment Policy updates to be in line with industry standards.

10.Q **DESIGNATED LOCAL AUTHORITY DISSOLUTION AND RELEASE OF FUNDS**
RECOMMENDATION:
Staff recommends City Council:

1. Authorize City staff to work with the County to finalize the Santa Paula Designated Local Authority's ("DLA") dissolution.
2. Authorize the City Manager or designee the ability to release the remaining DLA funds to the County.
3. Approve a budget adjustment of up to $400,000 in expenses to release the fund balance to the County in GL 804-5-5501-199.

11. ACTION ITEMS

11.A **SANTA PAULA UNIFIED SCHOOL DISTRICT JOINT USE AGREEMENT**
RECOMMENDATION:
1. Authorize the City Manager to execute a Joint Use Agreement with the Santa Paula Unified School District.

Presented by: Greg Barnes, Parks & Recreation Director

11.B **CONSIDERATION OF FIRST AMENDMENT TO THE JOINT AGREEMENT FOR OPERATIONAL FUNDING OF THE SPIRIT OF SANTA PAULA HARVARD SHELTER**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the First Amendment to the Joint Agreement between the County of Ventura, the City of Santa Paula, and the City of Fillmore for operational funding of the Spirit of Santa Paula Harvard Shelter.
2. Approve a budget allocation of $30,000.08 from an anticipated positive General Fund balance from fiscal year 2024/2025 (General Ledger No. 800-2284).

Presented by: James Mason

11.C **FALL PAVEMENT PROGRAM**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to issue a work order for J & H Engineering, to provide street maintenance services in accordance with the three-year street maintenance agreement.

Presented by: Robert Woodward, City Engineer

11.D **ATHENS SERVICES REQUEST FOR EXTRAORDINARY ADJUSTMENT TO MAXIMUM SERVICE RATES FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION SERVICES**

RECOMMENDATION:

Staff recommends the City Council:

1. Choose one of the following options in response to Athens' Services (Athens) request for an Extraordinary Adjustment to Maximum Service Rates:
    a. Reject one or both of Athens' requested rate increases;
    b. Allow one or both rate increases as requested or at rate levels different than those requested by Athens;
    c. Allow one or both rate increases as requested or for periods different than those requested by Athens; or
    d. A combination of items b. and c. above.
2. Require Athens to provide an attorney-prepared draft amendment, if an amendment is necessary, incorporating all Council decisions relating to Athens' subject rate increase request, for City review. The amendment shall incorporate the solid waste collection services currently provided by Athens at the City-owned 903 Corporation Street facility.
3. Require Athens to reimburse the City for all costs, including City's legal costs, related to any Proposition 218 hearing process if the City Council agrees to increase rates.
4. Authorize the City Manager to Sign a City Attorney-approved

amendment, if an amendment is necessary, to the Exclusive Collection Services Agreement ("Agreement") between the City and Arakelian Enterprises, Inc. (d/b/a Athens Services ("Athens") dated October 1, 2022 which incorporates City Council's decisions regarding item 1. above.

Presented by: Bruce Belluschi, Management Analyst, Public Works

11.E **RESPONSE TO GRAND JURY REPORT ENTITLED PRIORITIZING BEST PRACTICE STREET MAINTENANCE**

RECOMMENDATION:

Approve the form response letter to the Ventura County Grand Jury and authorize the Mayor to sign the letter.

Presented by: Dale Goodman, Public Works Director

11.F **FOURTH AMENDMENT TO CITY MANAGEMENT EMPLOYMENT AGREEMENT**

RECOMMENDATION:

1. Approve the Fourth Amendment to the City Manager Employment Agreement.

Presented by: Monica Castillo, City Attorney

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: Lorena Alvarez, Human Resources Administrator

Subject: APPROVAL OF EMPLOYMENT BENEFITS FOR UNREPRESENTED: CONFIDENTIAL EMPLOYEES AND ADOPTION OF RESOLUTION NO. 7570 FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2027

Date: August 6, 2025

Agenda Item: 10.A

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No.7570, approving employment terms for Unrepresented: Confidential Employees for the period of July 1, 2025 through June 30, 2027
(2) Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

BACKGROUND:

The City has five recognized bargaining units (or unions) that represent a majority of the City's employees. As required by State law, the City engages in the meet and confer process with these bargaining units to establish terms and conditions of employment for their members. For most of these units, terms and conditions are memorialized in a Memorandum of Understanding (MOU) after negotiations have concluded.

The Unrepresented: Confidential Employees is one of two groups that are not unionized or represented employee associations and are classified as unrepresented for which the terms and conditions of employment are established by City Council resolution rather than a negotiated MOU.

ANALYSIS:

This agenda item specifically requests the City Council approve employment terms and compensation for the Unrepresented: Confidential Employees for the period of July 1, 2025 through June 30, 2027.

The changes to the terms and compensation for the Unrepresented: Confidential employees that are being recommended are identical or less to those being recommended for other employee bargaining groups.

The attached resolution implements the agreement reached with the Unrepresented: Confidential Employees:

- Term of the Agreement shall be from July 1, 2025 through June 30, 2027.
- Effective the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3%) adjustment to base wages.
- Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages.
- A one-time, non-pensionable retention bonus, two percent (2%) of the employee's base salary to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025).
- Phased Cafeteria increase from $1450.00 to $1650.00 over the term of the agreement
- $500 increase to Tuition Reimbursement, for a total of $3500 per fiscal year.

In addition to the general wage increases above, the City will implement additional increases to the top of the wage schedule to address the completed 2025 Compensation Study as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated in to the Budget for Fiscal Years 2025/26 and 2026/27.

OPTIONS:

1. Adopt Resolution No. 7570, Approving terms for the Unrepresented: Confidential Employees.
2. Provide alternative direction to staff.

ATTACHMENTS:

RESOLUTION NO. 7570.docx
Salary Schedules FY 25.26
Salary Schedules FY 26.27

RESOLUTION NO. 7570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING TERMS AND CONDITIONS FOR UNREPRESENTED: CONFIDENTIAL EMPLOYEES FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027

The City Council resolves as follows:

SECTION 1: The City's Confidential employees are not represented by an employee association and are classified as Unrepresented employees as listed in the attached Exhibit “A”.

SECTION 2: The following items will be provided to all full-time regular Unrepresented and Confidential employees:

Term: The term is effective July 1, 2025 and expires June 31, 2027.

Cost of Living Adjustment (COLA):

Effective the first full pay period following July 1, 2025, employees shall receive a three percent (3.0%) adjustment to base wages.

Effective the first full pay period following July 1, 2026, employees shall receive a three percent (3%) adjustment to base wages.

Compensation Study Implementation:

In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications within the Confidential: Unrepresented Unit as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Retention Bonus

A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

Flex Time: An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

Cafeteria Benefit Plan: The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2025, the City shall provide $1550 per month ($775.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Effective the first full pay period of December 2026, the City shall provide $1650 per month ($825.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

IRS Section 125 Plan: The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs.

California Public Employee's Retirement System (CALPERS) Plan:

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

Public Employees' Retirement System: Upon adoption of this resolution, the City will cease paying any portion of the "Classic" member's employee contribution to CalPERS.

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

For employees who are members of the City's 2.5% @ 55, Tier One (1) service retirement formula, the cost of the 8% employee contribution will be paid by the employee, through pre-tax payroll deduction.

For employees who are members of the City's 2.0% @ 55, Tier Two (2) service retirement formula, the cost of the 7% employee contribution will be paid by the employee, through pre-tax payroll deduction.

Long Term Disability: The City provides a Long Term Disability Insurance Program to each confidential employee at City expense.

Life Insurance: The City provides life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

City Matching Contribution to Deferred Compensation Plan: The City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

Education Tuition Assistance: Tuition reimbursement may be made up to $3,500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

Bilingual Pay: Unit employees may be eligible to receive bilingual pay of $50.00 per pay period ($1300.00 per year).

Holiday Leave: On January 1st of each year, unit employees will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year, each confidential employee will receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used exclusively for City observed holidays.

For those employees on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

The following days are considered holidays:

New Year's Day - January 1

Martin Luther King Day - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day- November 11th

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve – December 24th

Christmas Day - December 25th

New Year’s Eve – December 31st

Vacation Leave: Vacation hours in the excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation of employment. Vacation Leave accrual is prorated hourly as earned. Unrepresented employees may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave, any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96	hours
Five years, but less than ten years:	120	hours
Ten years, but less than fifteen years:	144	hours
Fifteen, but less than twenty-one years:	160	hours
Twenty-one, but less than twenty-five years:	180	hours
Twenty-five or more years:	200	hours

All use of Vacation Leave must be at such time as approved by the Supervisor or Department Head. Use of Vacation Leave must be scheduled at such times as the Supervisor or Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head, in writing prior to the commencement of the requested use. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits must also be transferred.

Vacation Leave Buyback: Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

Employee must have taken a minimum of forty (40) hours of vacation leave during the period of November 1st – October 31st prior to submitting the request.

Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

Employee must submit request to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

Overtime: It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior authorization of the employee's supervisor must be secured and communicated to the employee:

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay. Holiday hours will be considered "hours worked" for purposes of calculating overtime.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay for the purpose of calculating compensatory time.

Double Time: Double time (two (2) times regular rate of pay) will be paid to confidential employees for all assigned time worked beyond four hours at evening City Council or Commission meetings which commence after the employee's regular work day. Additional double time for other evening meetings or evening work may be authorized by the City Manager.

Standby: Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of $50 per day on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and $30 per day all other periods for the hours that the employee remained available. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

Compensatory Leave: For employees eligible for accruing compensatory leave, a maximum of forty (40) hours of compensatory time may be accrued at any time of the year.

Cooling-Off Period: If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period must not be considered to have been separated and must be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning must be unpaid.

Emergency Disasters: Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective until June 30, 2027.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 6th day of August, 2025

_____

Pedro Chavez, Mayor
City of Santa Paula

ATTEST:

_____

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

_____

Dan Singer, City Manager

EXHIBIT “A”

Unrepresented: Confidential Unit

703 – IT Support Analyst

704 – Payroll Specialist

705 – Executive Assistant

706 – Human Resources Analyst

Proposed FY 25/26 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES MANAGER	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	PLANNING DIRECTOR	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	IT MANAGER	65.04	68.30	71.72	75.31	79.08	135,283.20	142,064.00	149,177.60	156,644.80	164,486.40
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	35.91	37.71	39.60	41.58	43.66	74,692.80	78,436.80	82,368.00	86,486.40	90,812.80
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40

Proposed FY 25/26 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed FY 26/27 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES MANAGER	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	PLANNING DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	IT MANAGER	68.97	72.42	76.05	79.86	83.86	143,457.60	150,633.60	158,184.00	166,108.80	174,428.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	38.57	40.50	42.53	44.66	46.90	80,225.60	84,240.00	88,462.40	92,892.80	97,552.00
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80

Proposed FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Administrator

Subject: APPROVAL OF EMPLOYMENT BENEFITS FOR UNREPRESENTED: EXECUTIVE MANAGEMENT AND ADOPTION OF RESOLUTION NO.7569 FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2027

Date: August 6, 2025

Agenda Item: 10.B

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No.7569, approving employment terms for Unrepresented: Executive Management Employees for the period of July 1, 2025 through June 30, 2027
(2) Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

BACKGROUND:

The City has five recognized bargaining units (or unions) that represent a majority of the City's employees. As required by State law, the City engages in the meet and confer process with these bargaining units to establish terms and conditions of employment for their members. For most of these units, terms and conditions are memorialized in a Memorandum of Understanding (MOU) after negotiations have concluded.

The Unrepresented: Executive Management employees is one of two groups that are not unionized or represented employee associations and are classified as unrepresented for which the terms and conditions of employment are established by City Council resolution rather than a negotiated MOU.

ANALYSIS:

This agenda item specifically requests the City Council approve employment terms and compensation for the Unrepresented: Executive Management for the period of July 1, 2025 through June 30, 2027.

The changes to the terms and compensation for the Unrepresented: Executive Management employees that are being recommended are identical to or less than those being recommended for other employee bargaining groups.

The attached resolution implements the agreement reached with the Unrepresented: Executive Management Employees:

- Term of the Agreement shall be from July 1, 2025 through June 30, 2027.
- Effective the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3%) adjustment to base wages.
- Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages.
- A one-time, non-pensionable retention bonus, two percent (2%) of the employee's base salary to all full-time employees who worked the entire previous fiscal year (July 1, 2024 to June 30, 2025).
- Phased Cafeteria increase from $1450.00 to $1650.00 over the term of the agreement
- $500 increase to Tuition Reimbursement, for a total of $3500 per fiscal year.

In addition to the general wage increases above, the City will implement additional increases to the top of the wage schedule to address the completed 2025 Compensation Study as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated in to the Budget for Fiscal Years 2025/26 and 2026/27.

OPTIONS:

1. Adopt Resolution No. 7569, Approving terms for the Unrepresented: Executive Management.
2. Provide alternative direction to staff.

ATTACHMENTS:

ResolutionNo.7569.docx
Salary Schedules FY 25.26
Salary Schedules FY 26.27

RESOLUTION NO. 7569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING EMPLOYMENT BENEFITS FOR UNREPRESENTED EMPLOYEES: EXECUTIVE MANAGEMENT FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027

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

SECTION 1: The City's Executive Management are not represented by an employee association and are classified as unrepresented employees as listed in the attached Exhibit "A."

SECTION 2: The following items will be provided to all full-time regular unrepresented Executive Management employees:

Term: The term is effective July 1, 2025 and expires June 31, 2027.

Salary Increase:

Effective the first full pay period following July 1, 2025, employees shall receive a three percent (3.0%) adjustment to base wages.

Effective the first full pay period following July 1, 2026, employees shall receive a three percent (3%) adjustment to base wages.

Salary Survey Implementation:

In addition to the general wage increases above, the City will implement additional increases to the top of the wage schedule to address the completed 2025 Compensation Study as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Retention Bonus

A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 1, 2024 to June 30, 2025) and who are still

active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

Fair Labor Standards Act: All Executive Management employees are designated as exempt from the provisions of the FLSA and are ineligible for overtime compensation.

Flex Time: An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Flex time may not be used to supplement or replace holiday leave pay.

Severance Package Benefit: All Executive Management employees are eligible for a severance package that is equal to three (3) months of base salary pay if released without cause.

Cafeteria Benefit Plan: The City provides a monthly contribution to each Executive Management employee to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2025, the City shall provide $1550 per month ($775.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Effective the first full pay period of December 2026, the City shall provide $1650 per month ($825.00 paid the 1st and 2nd pay periods of each month) benefit contribution towards each full-time employee of the unit.

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and

whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

IRS Section 125 Plan: Selection of the plan administrator is the responsibility of the City. The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1st to October 31st, the City will pay the annual fee and the employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation in the Plan. The City will provide a minimum of thirty (30) days notice to Executive Management employees before the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

Public Employees' Retirement System:

A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA):

    1. Classic safety members will be provided with the 3% @ 50 service retirement formula;

    2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

    1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

1. Miscellaneous members will be provided with the 2% @ 62 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

Contribution to PERS:

All New members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution.

Long Term Disability: The City provides a Long Term Disability Insurance Program to each Executive Management employee at City expense.

Life Insurance: The City provides life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

City Matching Contribution to Deferred Compensation Plan: The City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement

this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to two percent (2%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $50 into their deferred compensation plan each pay period for a total of $1300.00 annual contribution, the City will contribute $1000.00 annually to the employee's deferred compensation plan. $1000.00 is two percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

Education Tuition Assistance: Tuition reimbursement may be made up to $3,500 per fiscal year in accordance with established City policy.

Car Allowance: All Executive Management receive a car allowance of $350.00 per month.

Bilingual Pay: A bilingual program provides those employees who are able to communicate effectively in Spanish, with a compensation of $1300.00 annually ($50.00 per pay period). Employee eligibility will be determined by the City Manager and the operational needs of the City.

Holiday Leave: On January 1st of each year, unit employees will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year, each confidential employee will receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used exclusively for City observed holidays.

For those employees on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the City Manager.

Any extra hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

The following days are holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May

Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31

Vacation Leave: Vacation Leave accrual is prorated hourly as earned. Executive Management employees may accumulate up to a maximum of three-hundred twenty (320) hours accrued Vacation Leave as of the end of the pay period that includes December 31 of each calendar year and any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below three-hundred twenty (320) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one, but less than twenty-five years	180 hours
Twenty-five or more years:	200 hours

1. All use of Vacation Leave must be approved by the City Manager. Use of Vacation Leave must be scheduled at such times as the City Manager finds most suitable after considering the wishes of the employee and the requirements of the Department. All requests for use of Vacation Leave must be approved by the City Manager in writing before the commencement of the requested use.

2. Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of City Manager.

3. If an employee transfers from one department within the City to another, the Vacation Leave credits are also transferred.

All Executive Management employees are required to take forty (40) hours of vacation or administrative leave in a twelve (12) month period (January – December).

Sick Leave: Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of

service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

Administrative Leave: Executive Management accrues administrative leave on a bi-weekly basis at the rate of ninety (90) hours per year, and may carry a maximum of 60 hours into the following calendar year. Effective January 1, 2018, on January 1st of each year and on July 1st of each year, unit personnel will receive an Administrative Leave Bank of 45 hours paid at straight time to be used for Administrative Leave. Administrative leave has no cash value and is not paid out to terminating employees.

Vacation/Administrative Leave Buyback: Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

Employee must submit a request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain until June 30, 2027 unless repealed or superseded.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 6th day of August 2025.

_____

Pedro Chavez, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

EXHIBIT “A”

CITY OF SANTA PAULA
EXECUTIVE MANAGEMENT

POSITION TITLES

Assistant City Manager
Chief Information Officer
Community and Economic Development Director
Deputy City Manager
Finance Director
Human Resources Administrator
Parks and Recreation Director
Police Chief
Public Works Director

Proposed FY 25/26 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES MANAGER	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	PLANNING DIRECTOR	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	IT MANAGER	65.04	68.30	71.72	75.31	79.08	135,283.20	142,064.00	149,177.60	156,644.80	164,486.40
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	35.91	37.71	39.60	41.58	43.66	74,692.80	78,436.80	82,368.00	86,486.40	90,812.80
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40

Proposed FY 25/26 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed FY 26/27 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES MANAGER	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	PLANNING DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	IT MANAGER	68.97	72.42	76.05	79.86	83.86	143,457.60	150,633.60	158,184.00	166,108.80	174,428.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	38.57	40.50	42.53	44.66	46.90	80,225.60	84,240.00	88,462.40	92,892.80	97,552.00
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80

Proposed FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Administrator

Subject: 2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721

Date: August 6, 2025

Agenda Item: 10.C

RECOMMENDATION:

It is recommended that the City Council:

(1) Adopt Resolution No. 7579, approving the Memorandum of Understanding between the City of Santa Paula and the Service Employees International Union (SEIU), Local 721 for the period of July 1, 2025 through June 30, 2027.
(2) Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), Local 721 expired on June 30, 2025. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the SEIU, Local 721 towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The SEIU, Local 721 membership, ratified the tentative agreement on June 30, 2025. This action tonight seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with SEIU, Local 721 will expire on June 30, 2025. Below are key items that have been negotiated:

- Term of the Agreement shall be from July 1, 2025 through June 30, 2027.
- Effective the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3%) adjustment to base wages.
- Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages.
- A one-time, non-pensionable retention bonus, two percent (2%) of the employee's base salary to all full-time employees who worked the entire previous fiscal year (July 1, 2024

to June 30, 2025).
- Phased Cafeteria increase from $1450.00 to $1650.00 over the term of the agreement
- Ten (10%) percent increase to uniform, boot and safety glasses allowances.
- $500 increase to Tuition Reimbursement, for a total of $3500 per fiscal year.
- Class A License Premium Pay

In addition to the general wage increases above, the City will implement additional increases to the top of the wage schedule to address the completed 2025 Compensation Study as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated into the Budget for Fiscal Years 2025/26 and 2026/27.

OPTIONS:

1. Approve Resolution No. 7579, approving the Memorandum of Understanding between the City of Santa Paula and the Service Employees International Union (SEIU), Local 721 for the period of July 1, 2025 through June 30, 2027.

2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7579.docx
Exhibit A to Resolution No. 7579.docx
Redline.pdf
Salary Schedules 25.26
Salary Schedules 26.27

RESOLUTION NO. 7579

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2025-2027 BETWEEN THE CITY OF SANTA PAULA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Service Employees International Union (SEIU) Local 721, a duly recognized employee organization representing the City of Santa Paula's Non-managerial, Non-sworn, General employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours, and the terms and conditions of employment for contract year 2025-2027.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2025-2027 between the City of Santa Paula and the SEIU Local 721. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, AND ADOPTED, this 6th day of August, 2025.

_____

Pedro Chavez, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Dan Singer, City Manager

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City" or "Employer", and Service Employees International Union (SEIU) Local 721, hereinafter designated as "Union".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract years –2025 -2027 commencing July 1, 2025 and concluding June 30, 2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council.

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in Local 721, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

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1.1.1. UNION DUES DEDUCTION, COPE & INDEMNIFICATION AND NEW EMPLOYEE ORIENTATION

A. Dues Deduction

The Employer will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union. Every 120 days, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's name, employee identification number, employee hire date, job title, department, work location, and if on file with the Employer, each employee's home and personal cellular telephone number, home address, and personal email address. City of Santa Paula will provide a monthly report with the same information as listed above for the new hires.

Each pay period, the Union shall provide the Employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union within ten (10) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.).

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The Employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employer by the next full pay period cycle.

C. Indemnification

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

D. The City shall provide the Union written notice of both City-wide and department-level new employee orientations [no matter how few participants, and whether in person or online] at least 10 business days, or as soon as reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No management representative shall be present during the Union's presentation. Release time shall be granted for a member to participate in the Union's presentation of the new employee orientations. The Union will provide the City with a list of 3-4 member(s) that will participate in the Union's presentation of the new employee orientations. "New hires" shall be defined to include any employee new to the bargaining unit, including, but not limited to, through accretion or promotion/demotion.

If the Union's designated representative(s) is unable to attend the new employee orientation, the City shall provide the new hire with the contact information of the union representative responsible for follow-up with the new hire.

The parties agree that any disputes shall be subject to the City's Grievance Procedure and shall be submitted at the first formal step of the Grievance Procedure.

2. UNION RIGHTS

2.1 Aggregate Release Time

Pursuant to Government Code section 3558.8, the City shall grant to employee representatives, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative or of any statewide or national employee organization with which the Union is affiliated. Leave may be granted on a full time, part-time, periodic or intermittent basis.

a. The Union shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.

b. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

c. Indemnification — The City shall not be liable for an act or omission of, or an injury suffered by, an employee of the City if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the City is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the City.

2.2 Labor-Management Meetings

2.2.1 MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

The City agrees to discuss issues of mutual concern with SEIU upon request. Meetings shall be held at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

2.2.2 Consultation

During the term of this agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as union representatives as defined above.

2.3 Union Bulletin Boards

SEIU shall have a designated union bulletin board in every work facility or break room where represented employees work or congregate. The bulletin board and designated space shall not be less than 2’ x 3’ or more than 3’ x 4’. A copy of all material to be displayed upon the bulletin board shall be provided to the Human Resources Manager. The locations of the bulletin boards shall include but not be limited to the following locations: Public Works-Water Yard, Corporation Yard and Engineering Administration Office; City Hall, Police Department, Community Development Building and Community Center. Material

shall be signed and dated by a steward/leader or staff of Local 721.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment; promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 Salary Adjustments

Effective the first full pay period following July 1, 2025 ratification of this Agreement by SEIU and adoption of the Agreement by the City Council, Unit employees shall receive a three percent (3.0%) adjustment to base wages.

Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages.

Salary Survey Implementation:

In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by SEIU as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

The City agrees to make the salary survey market adjustment in the first pay period following July 1, 2025, if the parties have reached agreement as to the specifics of the position market information by July 31, 2025.

Retention Bonus:

A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 1, 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

4.1.1 Merit Increase/Step Increase

Merit/step increases will become effective on the actual anniversary date of the employee.

When an employee's merit increase will be processed more than 30 days after its effective date, the City's payroll department will notify employees when their retroactive pay will be processed so that employees can notify payroll of a change to their payroll deductions. The payroll department will notify the employee on the Monday of the payroll cycle (the week the paycheck is issued) and the employee will have until the next day, Tuesday by 9am, to notify payroll that they would like to make a change in their withholdings. If the Monday is a holiday, the retroactive pay will be delayed until the following pay cycle.

4.1.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date. If a performance evaluation has not been completed within ninety (90) days after an employee submits their self-evaluation, it will be presumed that the employee's evaluation for that evaluation period is satisfactory and the employee will then receive the merit increase they would be eligible for, not to exceed the top of the salary range. The merit increase will be, retroactive, if necessary to the employee's anniversary date.

4.2 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A

herein.

4.3 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by 80.

4.4 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

4.5 Direct Deposit

All employees hired after ratification of this MOU, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty-four (24) hour periods.

5.2 Regular Work Day

The normal daily work schedule (40 hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break. Maintenance employees receive a half (1/2) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week

in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Union. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

5.3 Rest Periods

For each four (4) hours of service, each bargaining unit member is entitled to take one (1) fifteen (15) minute rest break with pay, as scheduled by the appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

5.4 Regular Work Period

A regular work period for those employees on the 9/80 schedule shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day' for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked d

expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Standby

Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of $50 per day on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and $30 per day all other periods for the hours that the employee remained available. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

The City has the exclusive right to determine the need for standby and time of standby. While on standby status, employees will be required to carry and utilize a City-issued pager or cellular telephone; respond via telephone within ten (10) minutes to any call or page; and or report fit-for-duty within thirty (30) minutes following receipt of call-out information.

6.3 Callback

Employees who are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two hour minimum period; therefore the "minimum of two hours pay" is not compensated on a "per occurrence" basis. Call back assignments may be transferred between employees so long as the employee who is assigned the call back assignment obtains pre-approval from their supervisor. Callback pay will be provided to the person assigned to and working the assignment, as approved by the supervisor."

The City has the exclusive right to determine the need for call back and the time of call back.

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.5 Special Events

Employees who work special events sponsored by the City may elect to earn compensatory time in lieu of overtime for hours worked exceeding the employee's regularly scheduled workweek, subject to the forty (40) hour compensatory time accumulation per calendar year and the limitations on overtime specified in Section 6.1.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m will be paid a shift differential at a rate set (5%) above his or her then current base monthly step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5 p.m. and 8 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected department head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the

department head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $3,500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval prior to commencing the course. All approvals will be based on staffing levels of the department and effects on city operations.

8.2 Uniform Allowance

Unit employees in a Public Works and Parks & Recreation Maintenance classification (including Lead Park and Abatement Specialist, Mechanics and Water personnel), Building Inspectors, Permit Technicians, Records Clerk and Animal Control Officer classifications covered by this agreement who are required to have and maintain a uniform shall receive an allowance in the amount of $630 annually, to be paid to the employee bi-weekly installments, to be used exclusively for the purchase of work trousers and maintenance of uniforms (laundry, repairs, etc.).

Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed nine (9) shirts for Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) employees and seven (7) shirts for all other classifications who receive the uniform allowance in a fiscal year. The City will provide up to one (1) winter jacket on an as needed basis as determined by the Department Head.

Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Employees on sick leave, industrial disability leave, or leave of absence for more than four continuous weeks are not entitled to the uniform allowance for the period of time away from work.

Non-prescription safety glasses, gloves, vests, hard hats, jackets, hats and ear protection will be distributed by the Department Head on an as needed basis.

Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) will be issued a purchase requisition not to exceed the amount of Two hundred and fifty dollars ($250.00) to a vendor selected by the City when replacement prescription safety glasses are required, employees may also go to his/her own optometrist and submit a request for reimbursement through the Finance Department. Specifications will be determined by the City. One (1) pair of safety glasses will be provided as required every two years. Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) may request additional

prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.2.1 City Contribution-Safety Boots

All represented employees required to wear safety boots as determined by the department head will be issued a purchase voucher in the amount of two hundred seventy- fifty dollars ($275.00) to a vendor selected by the City when replacement safety boots are required.

The safety boot reimbursement can be used to resole City provided safety boots and purchase safety boot accessories, including work socks, laces, insoles, waterproofing and/or care kits or an additional pair of safety boots as needed. Safety boot specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots (as needed), not to exceed $275.00, provided they submit a written request to the department head or designee, who will make a final determination.

8.3 Bilingual Pay

Employees may be eligible to receive bilingual pay of $50 per pay period ($1300 per year). Employee eligibility will be determined by the Department Director and the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish or any other language including but not limited to sign language. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community.

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets, when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees' work time.

8.5 Certificates and License

Effective January 1, 2014 the City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsement:

1. Class A License Premium Pay: Employees may be eligible to receive Class A premium pay of $30 per pay period. Employee eligibility will be determined by the Department Director and the operational needs of the department. Employees in classifications that require the Class A license as a minimum requirement will not be eligible for the Class A premium pay.

2. Wastewater Treatment Certification Grades Operator in Training (OIT), I, II, III and IV

issued by the California State Water Resources Control Board for Wastewater Treatment Plant Operators, Grades I, II, and III as required by job description.

3. State of California Department of Motor Vehicles Class “A” or “B” licenses as required and approved by the Department Head (including the cost of required physical examination).

4. Water Treatment Certification Grades T1, T2, T3, T4 and T5 issued by the California Department of Public Health as required by the job description.

5. Distribution System Certification Grades D1, D2, D3, D4 and D5 issued by the California Department of Public Health as required by the job description.

6. Certified Unified Program Agencies (CUPA) as required by the job description.

7. Arborist.

9. HOLIDAYS

9.1 Holiday Listing

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of 72 hours paid at straight time to be used exclusively for City observed holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation; sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available. The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed.

10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

10.1.1

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

If an employee submits a written request for vacation leave at least twenty-one (21) days prior to the first date of the requested vacation, a manager/supervisor shall respond within fourteen (14) calendar days of the written request for vacation.

10.1.2

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of the Supervisor or Department Head. If the request is denied, reason must be given in writing at time of denial.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280 hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.3 Vacation Buyback

Should the revenues increase during the first half of the fiscal year, the City agrees to meet with SEIU to re-consider a partial or full vacation/comp buyback.

Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.
2. Employee must maintain a minimum balance of 100 hours of vacation leave after submitting the request.
3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Sick leave with pay up to the total number of accumulated sick days shall be-granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the "City's Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of

returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation and sick leave to less than 40.0 hours in each bank.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse, aunt, uncle, cousin, niece, nephew daughter-in-law, son-in-law or brother-in-law. Also applies to persons related by blood or marriage residing in an employee's home.

Bereavement leave or special sick leave, in case of death of other persons, may be granted only upon approval of the City Manager.

11.4 Prenatal and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence or and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. (Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.)

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers

Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense. If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

All medical appointments related to industrial injuries must be scheduled during working hours. Overtime compensation will not be available for medical appointments related to industrial injuries that are not scheduled during non-work hours.

12.1 Modified Duty

City and Union agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Rule 3.4.F that all modified duty need not be necessarily confined to the employee's department. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

13.2 Leave of Absence Without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave," Section 7.7.

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first pay period commencing on or after December 1, 2025, the City shall provide 1,550.00 per month ($775.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first pay period commencing on or after December 1, 2026, the City shall provide 1,650.00 per month ($825.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

Employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City agrees to meet annually with SEIU prior to the City's Open Enrollment period to discuss any changes to the design of any health plans, including anticipated changes in premiums.

The City may reopen negotiations at any time during the term of the MOU to discuss options for medical plans outside of CalPERS.

14.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period in January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

14.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

14.4 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

14.6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1st to October 31st, the City will pay the annual fee and the enrolled monthly employee administrative fee. Should fewer than ten employees' Citywide sign-up for an FSA for the new plan year beginning November 1st of each Plan year, the City reserves the right to discontinue its participation in the Plan. The City shall provide a minimum of thirty (30) days' notice to the Union prior to the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

14.7 State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Insurance Program (SDI) for represented General Unit Employees pursuant to applicable State regulations and the following provisions.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to SEIU classifications.

B. If the bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from the paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI questions, they will be required to contact and SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation, benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public

Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

   Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

   Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

   The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

   Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

   The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

For employees who are members of the City's 2.5% @ 55, Tier One (1) service retirement formula, the cost of the 8% employee contribution will be paid by the employee, through pre-tax payroll deduction.

For employees who are members of the City's 2.0% @ 55, Tier Two (2) service retirement formula, the cost of the 7% employee contribution will be paid by the employee, through pre-tax payroll deduction.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Union is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Union will be responsible for providing the names of the member and one alternate to the City.

16.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

16.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

16.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

16.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

16.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

16.7 Layoff Procedure

Layoff procedures were adopted by the City Council as a citywide effort to provide a means to determine which employees are to be demoted or laid off when a reduction in force occurs. Layoff procedures are not exclusive to any bargaining unit, and are referenced in the Santa Paula Municipal Code (SPMC) §33.12. The City agrees to meet with SEIU to discuss any changes in layoff procedures prior to amending §33.12 of the SPMC.

The City may, after such consultation with the affected Union and bargaining units as may be required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced that will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.

a. Definitions. These definitions apply for purposes of layoff, displacement and reemployment:

    1. SENIORITY - CITY SERVICE ("City Seniority"). The total continuous service in

regular or probationary City employment including all positions held in the City work force. City of Santa Paula Paid-Call Fire Service experience is excluded in calculating City Seniority.

2. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. ("Classification Seniority") The total period of time (does not need to be continuous) an employee has been in a particular classification as a regular or probationary employee.

3. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.

b. Notification.

1. Once the City has determined a preliminary plan for "Lay Off", the City will notify the affected Unions and bargaining units and the City of Santa Paula will meet to discuss the impact this proposed plan will have on bargaining unit employees.

2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective layoff date no less than fifteen (15) calendar days prior to the effective date. The City will provide a copy of the notice to the affected Union or bargaining unit via hand delivery or certified mail.

3. The written notice must inform the employee of applicable displacement and priority reemployment rights.

c. Reduction in Force. Once the classifications to be reduced have been identified, the reductions shall be by inverse seniority order within the groupings below in the following sequence:

1. Temporary employees in the identified classifications must be terminated.

2. Provisional employees in the identified classifications must be terminated.

3. Employees serving an initial probationary period in the identified classification must be terminated.

The Human Resources Manager must then determine the employee(s) to be laid off. Layoffs must be in the following order:

4. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff have had their merit increase withheld for reasons of "unsatisfactory" or "not effective" job performance.

5. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall "unsatisfactory" or "not effective" job

performance evaluation (overall "not effective" is considered a summary rating of below 2.0 on evaluation form).

6. Regular employees with the least classification seniority.

7. If there are two or more employees to be laid off who have identical classification seniority, the order of layoff will be by City Seniority. If such City Seniority is also identical, layoff must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

d. Exceptions to Layoff Seniority: Whenever the Human Resources Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Manager may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.

e. Displacement Rights (Bumping):

1. Regular employees who are designated to be laid off and have held regular status in a previously held classification may demote into a vacant position or may displace employees in the previously held classification provided that the employee exercising the displacement privilege has greater City Seniority than the incumbent in the classification to which the employee is bumping and meets the current job requirements and any special skills required of the position. If the employee designated to be laid off has not held regular status in a previously held classification, then no displacement rights accrue to that individual.

2. Employees being displaced must be displaced in the same order as specified in Section c - Reduction in Force.

3. An employee must exercise displacement privileges within five (5) working days after receipt of a notice of layoff, by written notice to the Human Resources Manager. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.

f. Demotions in lieu of Layoff.

1. An employee designated for layoff must be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:

a. The employee requests or otherwise agrees to the demotion,
b. The employee meets the minimum qualifications of the lower position, and
c. The City Manager concurs with the proposed action.

d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request demotion into the Fire Department in a sworn position.

e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request demotion into the Police Department in a sworn position.

f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request demotion to the same position, the order of eligibility of demotion will be by City Seniority. If City Seniority is identical, demotion entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the base wage is within the range of the lower position. If this is not the case, the rate of pay must be within the salary range of the lower position which is closest to the rate of pay prior to demotion (see Rule 3.4(c) of the City's Personnel Rules and Regulations).

3. An employee must accept a demotion within five (5) working days after receipt of a notice of demotion, by written notice to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

g. <u>Transfers in lieu of Layoff.</u>

1. An employee designated for layoff must be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:

a. The employee requests or otherwise agrees to the transfer,
b. The employee meets the minimum qualifications of the position, and
c. The City Manager concurs with the proposed action.

d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request transfer into the Fire Department in a sworn position.

e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request transfer into the Police Department in a sworn position.

f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request transfer to the same position, the order of eligibility for transfer will be by City Seniority. If City Seniority is identical, transfer entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. Employees who are transferred will be paid at the base wage equal to the base wage prior to transfer.

3. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.

h. Reemployment List for Demoted Employees.

1. Employees who are demoted in lieu of layoff must have their names placed on a Reemployment List(s) for Demoted Employees. Employees must have their name placed on lists for classifications at the same or lower salary grade/range in the same classification series as the classification held at the time of the demotion or any classification in which the employee held regular status. Vacant positions within a classification series shall be first offered to employees on these lists.

2. Eligible employees will be placed on and selected off eligibility lists in the following order.

i. Employees with the greatest Classification Seniority. When the Classification Seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

i. Reemployment List For Laid Off Employees.

1. Employees who are laid off and who held regular status at the time of layoff must have their names placed on a Reemployment List for each classification in which they previously held regular status and for classifications at the same or lower salary grade/range for which they meet

minimum qualifications. Vacant positions in such classifications will be

offered to eligible employees on the Reemployment List who qualify for such vacancies after employees on the Reemployment List for Demoted Employees and prior to an open or promotional recruitment for the vacancy.

2. Eligible employees will be placed on and selected off the list in the following order:

    i. Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

j. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists must extend for a period of one (1) year from the date of demotion or layoff. The reemployment list may be extended beyond one year based on the needs of the City as approved by the City Manager. Eligible employees not responding to written notification of an opening within five (5) working days of receipt of notification must have their names removed from the Reemployment List. Eligible employees that refuse an offer of reemployment to the same classification (or equal classification) that they held at the time of layoff must have their names removed from the Reemployment List for that classification and all classifications at the same or lower salary grade/range. Once a person on a reemployment list is reinstated to a regular position as a result of his or her reemployment rights, his or her name will be removed from the reemployment list for the classification to which he or she was reinstated and from all reemployment lists for classifications at the same or lower salary range of the classification in which he or she was reinstated. A list outlining the person's status on all reemployment lists will be incorporated in the notice of the reemployment opportunity.

k. Restoration of Benefits Upon Reemployment Following a Reduction in Force. Upon reemployment following a reduction in force, an individual will have the following benefits restored:

1. Prior sick leave balances and accrual rate at time of layoff.

2. Classification Seniority at time of layoff for purposes of determining merit increases and future reduction in force. City Seniority at the time of layoff for purposes of determining vacation leave accruals and future reduction in force.

3. No probationary period will apply upon reemployment or reappointment, in the case of demoted or laid off employees, unless the employee has never

held regular status within the classification series for the classification the employee is appointed to.

.

l. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force must be made without impermissible consideration being given to an employee's race, color, religious belief, national origin/ancestry, ethnicity, gender, marital status, sexual orientation, age, disability (physical or mental), medical condition or union membership or lack thereof.

m. Due Process Procedures

1. Pre-Layoff Procedural Due Process

a.) A regular employee will be provided the following safeguards prior to the implementation of a lay off:

1. A written notice of the proposed lay off;
2. The reasons for the proposed lay off;
3. The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.

b.) The Department Head must consider the employee's oral and/or written response and may render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

If a regular employee believes the layoff is a pretext for discipline or in retaliation of protected activity, the employee has the right to request an appeal hearing with the Personnel Officer or his or her designee. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for the protected activity and not based upon grounds such as a lack of work or appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee. The Employee has the burden of proof on that issue.

16.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City

Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy. Drug and alcohol testing will be conducted to ensure compliance with the City's Drug and Alcohol Policy, Personnel Rules and Regulations, Section 2.5; the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing shall be performed using the standards approved by the U.S. Department of Transportation. Drug and alcohol testing is administered for pre-employment, random testing (required for City employees holding a Commercial Driver's License (CDL) Class A or Class B and driving a Commercial Motor Vehicle (CMV) required by the Omnibus Transportation Employee Testing Act of 1991 and for Safety Sensitive employees pursuant to the City's policy), reasonable suspicion, post-accident, return-to-duty and follow-up testing as outlined in Section 2.5 G of the Personnel Rules and Regulations.

18. CONCERTED ACTIVITIES

18.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

18.2 No Strike Clause

During the term of this MOU, it is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

18.3 Lockout

During the term of this MOU, the City agrees not to engage in any lockout.

18.4 Court Enforcement

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

19. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

20. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to meet and confer with respect to any subject explicitly addressed in this MOU.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Union in writing indicating the proposed change before it is implemented. If the Union requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Union does not request negotiations, the change may be implemented. If the Union does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Union of such changes as soon as practicable.

22. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, color, sex, national origin or other protected basis.

23. NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, or other factors not directly related to the successful performance of the job.

24. LIFE INSURANCE

The City agrees to provide bargaining unit employees with group term life insurance coverage of $100,000 for each employee and $5,000 for eligible dependents of each such employee.

24. TERM

This Agreement shall be in effect from July 1, 2025 through June 30, 2027. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (March 2nd) prior to the yearly anniversary date, to terminate or modify this Agreement.

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Union membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager to the City Council for the period of the MOU except as mutually agreed upon by the Union and the City Manager.

[Signatures on next page]

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING

FOR THE UNION (SEIU Local 721)

_____
Carson Acosta, SEIU Local 721
Chief Negotiator

_____
Daniel Blanco
Worksite Organizer

_____
Nick Lane
Bargaining Team Member

_____
Frank Michl
Bargaining Team Member

_____
Martin Montelongo
Bargaining Team Member

FOR THE CITY OF SANTA PAULA

_____
Irma Rodriguez Moisa
Chief Negotiator

_____
Lorena Alvarez
Human Resources Administrator

APPENDIX A
POSITION CLASSIFICATION

300 SEIU
301 CUSTODIAN
302 CUST SERVICES REP
304 WATER DIST. OPERATOR I
305 LEAD PARK AND ABATEMENT SPECIALIST
307 ACCOUNTING SPECIALIST
309 ADMINISTRATIVE ASSISTANT
311 ANIMAL SERVICES COORDINATOR
313 SENIOR ADMINISTRATIVE ASST
314 WATER DISTRIBUTION OPERATOR II
315 MECHANIC I
318 WATER TREATMENT/PRODUCTION OPERATOR I
320 WATER TREATMENT/PRODUCTION OPERATOR II
321 WATER DISTRIBUTION OPERATOR III
322 LEAD WATER DISTRIBUTION OPERATOR
323 BUILDING INSPECTOR I
324 MECHANIC II
325 WATER DISTRIBUTION OPERATOR IV
326 BUILDING INSPECTOR II
328 ENGINEERING TECH/INSPEC
329 SENIOR ACCOUNTING TECHNICIAN
330 EQUIPMENT MAINT LEADWORKER
331 FACILITIES MAINT LEADWORKER
332 FACILITY MAINT WRK I (ENTRY)
333 FACILITY MAINT WRK II (JOURNEY)
334 MAINTENANCE WORKER I (ENTRY)
335 MAINTENANCE WORKER II (JOURNEY)
339 STREET MAINT LEADWORKER
340 WASTEWATER LEADWORKER
341 WASTEWTR COLL WORKER (ENTRY)
342 WASTEWTR COLL WRKR (JOURNEY)
343 COMMUNITY DEVELOPMENT TECHNICIAN
344 RECREATION PROGRAM COORDINATOR
345 PERMIT TECHNICIAN
346 ENGINEERING TECHNICIAN I
347 ENGINEERING TECHNICIAN II
350 WATER SERVICES OPERATOR I
351 WATER SERVICES OPEARTOR II
352 WATER SERVICES OPERATOR III
353 WATER SERVICES OPERATOR IV

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Service Employees International Union (SEIU) Local 721 hereinafter designated as "Union".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract years ~~2023 - 2025~~2025 -2027 commencing July 1, ~~2023~~ 2025 and concluding June 30, ~~2025~~2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in Local 721, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

1.1.1. UNION DUES DEDUCTION, COPE & INDEMNIFICATION AND NEW EMPLOYEE ORIENTATION

A. Dues Deduction

The Employer will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union. Every 120 days, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's name, employee identification number, employee hire date, job title, department, work location, and if on file with the Employer, each employee's home and personal cellular telephone number, home address, and personal email address. City of Santa Paula will provide monthly report with the same information as listed above for the new hires.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union within ten (10) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.).

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

C. Indemnification

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

D. The City shall provide the Union written notice of both City-wide and department-level new employee orientations [no matter how few participants, and whether in person or online] at least 10 business days, or as soon as reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No management representative shall be present during the Union's presentation. Release time shall be granted for a member to participate in the Union's presentation of the new employee orientations. The Union will provide the City with a list of 3-4 member(s) that will participate in the Union's presentation of the new employee orientations. "New hires" shall be defined to include any employee new to the bargaining unit, including, but not limited to, through accretion or promotion/demotion.

If the Union's designated representative(s) is unable to attend the new employee orientation, the City shall provide the new hire with the contact information of the union representative responsible for follow-up with the new hire.

The parties agree that any disputes shall be subject to the City's Grievance Procedure and shall be submitted at the first formal step of the Grievance Procedure.

2. UNION RIGHTS

2.1 Aggregate Release Time

Pursuant to Government Code section 3558.8, the City shall grant to employee representatives, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative or of any statewide or national employee organization with which the Union is affiliated. Leave may be granted on a full time, part-time, periodic or intermittent basis.

a. The Union shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.

b. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

c. Indemnification — The City shall not be liable for an act or omission of, or an injury suffered by, an employee of the City if that act, omission, or injury occurs during the course and cope of the employee's leave under this section to work for the Union. If the City is

held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the City.

~~SEIU designated members, selected by the Union, shall be entitled to an aggregate (combined) release time of no more than 80 paid hours of leave to attend Union training and seminars during the term of the MOU. Such time is in addition to time spent in meet and confer sessions with City representatives and is subject to a minimum, when possible, of ten days advance notice to the employee's Department Head or designee. Release time for SEIU members is subject to departmental organizational needs and will not be permitted without prior approval of the employee's Department Director or designee. The Union shall monitor the hours used by SEIU members to ensure that the 80 hours is not exceeded; the City shall create a payroll activity code (RHU) that designated employees shall use to properly code paid leave used for this purpose in the City's timekeeping system.~~

2.2 Labor-Management Meetings

2.2.1 MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

The City agrees to discuss issues of mutual concern with SEIU upon request. Meetings shall be held at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

2.2.2 Consultation

During the term of this agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been

designated as union representatives as defined above.

2.3 Union Bulletin Boards

SEIU shall have a designated union bulletin board in every work facility or break room where represented employees work or congregate. The bulletin board and designated space shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Human Resources Manager. The locations of the bulletin boards shall include but not be limited to the following locations: Public Works-Water Yard, Corporation Yard and Engineering Administration Office; City Hall, Police Department, Community Development Building and Community Center. Material shall be signed and dated by a steward/leader or staff of Local 721.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment; promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 Salary Adjustments

Effective the first full pay period following July 1, ~~2023~~ 2025 ratification of this Agreement by SEIU and adoption of the Agreement by the City Council, Unit employees shall receive a ~~five~~ three percent (3~~5~~.0%) ~~cost of living~~ adjustment to base wages.

Effective the first full pay period following July 1, ~~2024~~2026, Unit employees shall receive a ~~four~~ three percent (43%) ~~cost of living~~ adjustment to base wages.

Salary Survey Implementation:

In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by SEIU as follows:

- Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.
- Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the percentage that the 2025 salary survey shows the classification is below market.
- The City agrees to make the salary survey market adjustment in the first pay period following July 1, 2025, if the parties have reached agreement as to the specifics of the position market information by July 31, 2025.

Retention Bonus:

Upon the conclusion of fiscal year 2025, but no later than September 30, 2025, the Finance Director will determine the anticipated balance within the General Fund.

Should the balance be positive, whereby final revenues for the fiscal year exceed expenditures, a one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 1, 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year. Should the fund balance be positive but at a level unable to support the 2% bonus, a proportionate lesser amount will still be distributed. Should the ending year fund balances be negative, no bonus will be awarded.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

4.1.1 Merit Increase/Step Increase

Merit/step increases will become effective on the actual anniversary date of the employee.

When an employee's merit increase will be processed more than 30 days after its effective date, the City's payroll department will notify employees when their retroactive pay will be processed so that employees can notify payroll of a change to their payroll deductions. The payroll department will notify the employee on the Monday of the payroll cycle (the week the paycheck is issued) and the employee will have until the next day, Tuesday by 9am, to notify payroll that they would like to make a change in their withholdings. If the Monday is a holiday, the retroactive pay will be delayed until the following pay cycle.

4.1.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date. If a performance evaluation has not been completed within ninety (90) days after an employee submits their self-evaluation~~'s merit review date~~, it will be presumed that the employee's evaluation for that evaluation period is satisfactory and the employee will then receive the merit increase they would be eligible for, not to exceed the top of the salary range. The merit increase will be, retroactive, if necessary to the employee's anniversary date.

4.2 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.3 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by 80.

4.4 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

4.5 Direct Deposit

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty four (24) hour periods.

5.2 Regular Work Day

The normal daily work schedule (40 hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break. Maintenance employees

receive a half (1/2) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Union. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

5.3 Rest Periods

For each four (4) hours of service, each bargaining unit member is entitled to take one (1) fifteen (15) minute rest break with pay, as scheduled by the appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

5.4 Regular Work Period

A regular work period for those employees on the 9/80 schedule shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day' for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular working day is nine (9) hours of

work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked d expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off for compensatory time off, vacation leave, jury duty and bereavement leave, sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Standby

Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of $50 per day on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and $30 per day all other periods for the hours that the employee remained available. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

The City has the exclusive right to determine the need for standby and time of standby. While on standby status, employees will be required to carry and utilize a City-issued pager or cellular telephone; respond via telephone within ten (10) minutes to any call or page; and or report fit-for-duty within thirty (30) minutes following receipt of call-out information.

6.3 Callback

Employees who are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two hour minimum period; therefore the "minimum of two hours pay" is not compensated on a "per occurrence" basis. Call back assignments may be transferred between employees so long as the employee who is

assigned the call back assignment obtains pre-approval from their supervisor. Callback pay will be provided to the person assigned to and working the assignment, as approved by the supervisor."

The City has the exclusive right to determine the need for call back and the time of call back.

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.5 Special Events

Employees who work special events sponsored by the City may elect to earn compensatory time in lieu of overtime for hours worked exceeding the employee's regularly scheduled workweek, subject to the forty (40) hour compensatory time accumulation per calendar year and the limitations on overtime specified in Section 6.1.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m will be paid a shift differential at a rate set (5%) above his or her then current base monthly step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5 p.m. and 8 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected department head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the department head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $3,~~000~~ 500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval prior to commencing the course. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform Allowance

Unit employees in a Public Works and Parks & Recreation Maintenance classification (including Lead Park and Abatement Specialist, Mechanics and Water personnel), Building Inspectors, Permit Technicians, Records Clerk and Animal Control Officer classifications covered by this agreement who is required to have and maintain a uniform shall receive an allowance in the amount of $~~575~~ 630 annually, to be paid to the employee bi-weekly installments. to be used exclusively for the purchase of work trousers and maintenance of uniforms (laundry, repairs, etc.).

Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed nine (9) shirts for Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) employees and seven (7) shirts for all other classifications who receive the uniform allowance in a fiscal year. The City will provide up to one (1) winter jacket on an as needed basis as determined by the Department Head.

Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. Employees are permitted to use City uniforms and equipment

only while on the official duty of the City. Employees on sick leave, industrial disability leave, or leave of absence for more than four continuous weeks are not entitled to the uniform allowance for the period of time away from work.

Non-prescription safety glasses, gloves, vests, hard hats, jackets, hats and ear protection will be distributed by the Department Head on an as needed basis.

Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) will be issued a purchase requisition not to exceed the amount of Two hundred and ~~twenty-five~~fifty dollars ($~~225~~250.00) to a vendor selected by the City when replacement prescription safety glasses are required, employees may also go to his/her own optometrist and submit a request for reimbursement through the Finance Department. Specifications will be determined by the City. One (1) pair of safety glasses will be provided as required every two years. Public Works and Parks & Recreation Maintenance classifications (including, Lead Park and Abatement Specialists, Mechanics and Water personnel) may request additional prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.2.1 City Contribution-Safety Boots

All represented employees required to wear safety boots as determined by the department head will be issued a purchase voucher in the amount of two hundred seventy- fifty dollars ($~~250~~275.00) to a vendor selected by the City when replacement safety boots are required.

The safety boot reimbursement can be used to resole City provided safety boots and purchase safety boot accessories, including work socks, laces, insoles, waterproofing and/or care kits or an additional pair of safety boots as needed. Safety boot specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots (as needed), not to exceed $~~250~~275.00, provided they submit a written request to the department head or designee, who will make a final determination.

8.3 Bilingual Pay

Employees may be eligible to receive bilingual pay of $50 per pay period ($1300 per year). Employee eligibility will be determined by the Department Director and the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish or any other language including but not limited to sign language. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community.

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets, when working during an emergency disaster. This change allows the City to be reimbursed through

FEMA for employees' work time.

8.5 Certificates and License

Effective January 1, 2014 the City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsement:

1. Class A License Premium Pay: Employees may be eligible to receive Class A premium pay of $30 per pay period. Employee eligibility will be determined by the Department Director and the operational needs of the department. Employees in classifications that require the Class A license as a minimum requirement will not be eligible for the Class A premium pay.

~~1.~~2. Wastewater Treatment Certification Grades Operator in Training (OIT), I, II, III and IV issued by the California State Water Resources Control Board for Wastewater Treatment Plant Operators, Grades I, II, and III as required by job description.

~~2.~~3. State of California Department of Motor Vehicles Class "A" or "B" licenses as required and approved by the Department Head (including the cost of required physical examination).

~~3.~~4. Water Treatment Certification Grades T1, T2, T3, T4 and T5 issued by the California Department of Public Health as required by the job description.

~~4.~~5. Distribution System Certification Grades D1, D2, D3, D4 and D5 issued by the California Department of Public Health as required by the job description.

~~5.~~6. Certified Unified Program Agencies (CUPA) as required by the job description.

~~6.~~7. Arborist.

9. HOLIDAYS

9.1 Holiday Listing

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of 72 hours paid at straight time to be used exclusively for City observed holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation; sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available. The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed.

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10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours

Twenty-five or more years:	200 hours

10.1.1

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

If an employee submits a written request for vacation leave at least twenty-one (21) days prior to the first date of the requested vacation, a manager/supervisor shall respond within fourteen (14) calendar days of the written request for vacation.

10.1.2

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of the Supervisor or Department Head. If the request is denied, reason must be given in writing at time of denial.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the

event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280 hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.3 Vacation Buyback

Should the revenues increase during the first half of the fiscal year, the City agrees to meet with SEIU to re-consider a partial or full vacation/comp buyback.

Unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.
2. Employee must maintain a minimum balance of 100 hours of vacation leave after submitting the request.
3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Sick leave with pay up to the total number of accumulated sick days shall be-granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the "City's Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation and sick leave to less than 40.0 hours in each bank.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death of a mother, father,

mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse, aunt, uncle, cousin, niece, nephew daughter-in-law, son-in-law or brother-in-law. Also applies to persons related by blood or marriage residing in an employee's home.

Bereavement leave or special sick leave, in case of death of other persons, may be granted only upon approval of the City Manager.

11.4 Prenatal and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the

employee's gross negligence or and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. (Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.)

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense. If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

All medical appointments related to industrial injuries must be scheduled during working hours. Overtime compensation will not be available for medical appointments related to industrial injuries that are not scheduled during non-work hours.

12.1 Modified Duty

City and Union agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Rule 3.4.F that all modified duty need not be necessarily confined to the employee's department. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;

2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

13.2 Leave of Absence Without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave," Section 7.7.

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first pay period commencing on or after December 1, ~~2023~~2025, the City shall provide 1,~~350~~550.00 per month ($~~76~~75.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first pay period commencing on or after December 1, ~~2024~~2026, the City shall provide 1,~~450~~650.00 per month ($~~725~~825.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

Employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City agrees to meet annually with SEIU prior to the City's Open Enrollment period to discuss any changes to the design of any health plans, including anticipated changes in premiums.

The City may reopen negotiations at any time during the term of the MOU to discuss options for medical plans outside of CalPERS.

14.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period in January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

14.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

14.4 Selection

Employees will choose from available health insurance programs and/or health and dental plans

at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

14.6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1st to October 31st, the City will pay the annual fee and the enrolled monthly employee administrative fee. Should fewer than ten employees' Citywide sign-up for an FSA for the new plan year beginning November 1st of each Plan year, the City reserves the right to discontinue its participation in the Plan. The City shall provide a minimum of thirty (30) days' notice to the Union prior to the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

14.7State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Insurance Program (SDI) for represented General Unit Employees pursuant to applicable State regulations and the following provisions.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to SEIU classifications.

B. If the bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from the paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI questions, they will be required to contact and SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation, benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

   Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

   Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

   The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

   Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

   The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

For employees who are members of the City's 2.5% @ 55, Tier One (1) service retirement formula, the cost of the 8% employee contribution will be paid by the employee, through pre-tax payroll deduction.

For employees who are members of the City's 2.0% @ 55, Tier Two (2) service retirement formula, the cost of the 7% employee contribution will be paid by the employee, through pre-tax payroll deduction.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Union is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Union will be responsible for providing the names of the member and one alternate to the City.

16.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

16.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

16.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

16.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

16.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as

set forth in the personnel rules and regulations as adopted by the City.

16.7 Layoff Procedure

Layoff procedures were adopted by the City Council as a citywide effort to provide a means to determine which employees are to be demoted or laid off when a reduction in force occurs. Layoff procedures are not exclusive to any bargaining unit, and are referenced in the Santa Paula Municipal Code (SPMC) §33.12. The City agrees to meet with SEIU to discuss any changes in layoff procedures prior to amending §33.12 of the SPMC.

The City may, after such consultation with the affected Union and bargaining units as may be required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced that will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.

a. Definitions. These definitions apply for purposes of layoff, displacement and reemployment:

1. SENIORITY - CITY SERVICE ("City Seniority"). The total continuous service in regular or probationary City employment including all positions held in the City work force. City of Santa Paula Paid-Call Fire Service experience is excluded in calculating City Seniority.

2. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. ("Classification Seniority") The total period of time (does not need to be continuous) an employee has been in a particular classification as a regular or probationary employee.

3. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.

b. Notification.

1. Once the City has determined a preliminary plan for "Lay Off", the City will notify the affected Unions and bargaining units and the City of Santa Paula will meet to discuss the impact this proposed plan will have on bargaining unit employees.

2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective layoff date no less than fifteen (15) calendar days prior to the effective date. The City will provide a copy of the notice to the affected Union or bargaining unit via hand delivery or certified mail.

3. The written notice must inform the employee of applicable displacement and priority reemployment rights.

c. Reduction in Force. Once the classifications to be reduced have been identified, the

reductions shall be by inverse seniority order within the groupings below in the following

sequence:

1. Temporary employees in the identified classifications must be terminated.

2. Provisional employees in the identified classifications must be terminated.

3. Employees serving an initial probationary period in the identified classification must be terminated.

The Human Resources Manager must then determine the employee(s) to be laid off. Layoffs must be in the following order:

4. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff have had their merit increase withheld for reasons of "unsatisfactory" or "not effective" job performance.

5. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall "unsatisfactory" or "not effective" job performance evaluation (overall "not effective" is considered a summary rating of below 2.0 on evaluation form).

6. Regular employees with the least classification seniority.

7. If there are two or more employees to be laid off who have identical classification seniority, the order of layoff will be by City Seniority. If such City Seniority is also identical, layoff must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

d. Exceptions to Layoff Seniority: Whenever the Human Resources Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Manager may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.

e. Displacement Rights (Bumping):

1. Regular employees who are designated to be laid off and have held regular status in a previously held classification may demote into a vacant position or may displace employees in the previously held classification provided that the employee exercising the displacement privilege has greater City Seniority than the incumbent in the classification to which the employee is bumping and meets the current job requirements and any special skills required of the position. If the employee designated to be laid off has not held

regular status in a previously held classification, then no displacement rights accrue to that individual.

2. Employees being displaced must be displaced in the same order as specified in Section c - Reduction in Force.

3. An employee must exercise displacement privileges within five (5) working days after receipt of a notice of layoff, by written notice to the Human Resources Manager. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.

f. Demotions in lieu of Layoff.

1. An employee designated for layoff must be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:

   a. The employee requests or otherwise agrees to the demotion,
   b. The employee meets the minimum qualifications of the lower position, and
   c. The City Manager concurs with the proposed action.
   d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request demotion into the Fire Department in a sworn position.
   e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request demotion into the Police Department in a sworn position.

   f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request demotion to the same position, the order of eligibility of demotion will be by City Seniority. If City Seniority is identical, demotion entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the base wage is within the range of the lower position. If this is not the case, the rate of pay must be within the salary range of the lower position which is closest to the rate of pay prior to demotion (see Rule 3.4(c) of the City's Personnel Rules and Regulations).

3. An employee must accept a demotion within five (5) working days after receipt of a notice of demotion, by written notice to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

g. Transfers in lieu of Layoff.

1. An employee designated for layoff must be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:

   a. The employee requests or otherwise agrees to the transfer,
   b. The employee meets the minimum qualifications of the position, and
   c. The City Manager concurs with the proposed action.

   d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request transfer into the Fire Department in a sworn position.

   e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request transfer into the Police Department in a sworn position.
   f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request transfer to the same position, the order of eligibility for transfer will be by City Seniority. If City Seniority is identical, transfer entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. Employees who are transferred will be paid at the base wage equal to the base wage prior to transfer.

3. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.

h. Reemployment List for Demoted Employees.

1. Employees who are demoted in lieu of layoff must have their names placed on a Reemployment List(s) for Demoted Employees. Employees must have their name placed on lists for classifications at the same or lower salary grade/range in the same classification series as the classification held at the time of the demotion or any classification in which the employee held regular status. Vacant positions within a classification series shall be first offered to employees on these lists.

2. Eligible employees will be placed on and selected off eligibility lists in the following order.

   i. Employees with the greatest Classification Seniority. When the Classification Seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

i. Reemployment List For Laid Off Employees.

1. Employees who are laid off and who held regular status at the time of layoff must have their names placed on a Reemployment List for each classification in which they previously held regular status and for classifications at the same or lower salary grade/range for which they meet minimum qualifications. Vacant positions in such classifications will be offered to eligible on the Reemployment List who qualify for such vacancies after employees on the Reemployment List for Demoted Employees and prior to an open or promotional recruitment for the vacancy.

2. Eligible employees will be placed on and selected off the list in the following order:

   i. Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

j. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists must extend for a period of one (1) year from the date of demotion or layoff. The reemployment list may be extended beyond one year based on the needs of the City as approved by the City Manager. Eligibles not responding to written notification of an opening within five (5) working days of receipt of notification must have their names removed from the Reemployment List. Eligible that refuse an offer of reemployment to the same classification (or equal classification) that they held at the time of layoff must have their names removed from the Reemployment List for that classification and all classifications at the same or lower salary grade/range. Once a person on a reemployment list is reinstated to a regular position as a result of his or her reemployment rights, his or her name will be removed from the reemployment list for the classification to which he or she was reinstated and from all reemployment lists for classifications at the same or lower salary range of the classification in which he or she was reinstated.

A list outlining the person's status on all reemployment lists will be incorporated in the notice of the reemployment opportunity.

k. Restoration of Benefits Upon Reemployment Following a Reduction in Force. Upon reemployment following a reduction in force, an individual will have the following benefits restored:

1. Prior sick leave balances and accrual rate at time of layoff.

2. Classification Seniority at time of layoff for purposes of determining merit increases and future reduction in force. City Seniority at the time of layoff for purposes of determining vacation leave accruals and future reduction in force.

3. No probationary period will apply upon reemployment or reappointment, in the case of demoted or laid off employees, unless the employee has never held regular status within the classification series for the classification the employee is appointed to.

l. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force must be made without impermissible consideration being given to an employee's race, color, religious belief, national origin/ancestry, ethnicity, gender, marital status, sexual orientation, age, disability (physical or mental), medical condition or union membership or lack thereof.

m. Due Process Procedures

1. Pre-Layoff Procedural Due Process

a.) A regular employee will be provided the following safeguards prior to the implementation of a lay off:

1. A written notice of the proposed lay off;
2. The reasons for the proposed lay off;
3. The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.

b.) The Department Head must consider the employee's oral and/or written response and may render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

If a regular employee believes the layoff is a pretext for discipline or in retaliation of protected activity, the employee has the right to request an appeal hearing with the Personnel Officer or his or her designee. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for the protected activity and not based upon grounds such as a lack of work or appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee. The Employee has the burden of proof on that issue.

16.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off' period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy. Drug and alcohol testing will be conducted to ensure compliance with the City's Drug and Alcohol Policy, Personnel Rules and Regulations, Section 2.5; the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing shall be performed using the standards approved by the U.S. Department of Transportation. Drug and alcohol testing is administered for pre-employment, random testing (required for City employees holding a Commercial Driver's License (CDL) Class A or Class B and driving a Commercial Motor Vehicle (CMV) required by the Omnibus Transportation Employee Testing Act of 1991 and for Safety Sensitive employees pursuant to the City's policy), reasonable suspicion, post-accident, return-to-duty and follow-up testing as outlined in Section 2.5 G of the Personnel Rules and Regulations.

18. CONCERTEDACTIVITIES

18.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

18.2 No Strike Clause

During the term of this MOU, it is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

18.3 Lockout

During the term of this MOU, the City agrees not to engage in any lockout.

18.4 Court Enforcement

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

19. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

20. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to meet and confer with respect to any subject explicitly addressed in this MOU.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Union in writing indicating the proposed change before it is implemented. If the Union requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Union does not request negotiations, the change may be implemented. If the Union does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition,

Management will notify the Union of such changes as soon as practicable.

22. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, color, sex, national origin or other protected basis.

23. NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, or other factors not directly related to the successful performance of the job.

24. LIFE INSURANCE

The City agrees to provide bargaining unit employees with group term life insurance coverage of $100,000 for each employee and $5,000 for eligible dependents of each such employee.

24. TERM

This Agreement shall be in effect from July 1, ~~2023~~ 2025 through June 30, ~~2025~~2027. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (March 2nd) prior to the yearly anniversary date, to terminate or modify this Agreement

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Union membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager to the City Council for the period of the MOU except as mutually agreed upon by the Union and the City Manager.

FOR THE UNION (SEIU Local 721)

Carson Acosta, SEIU Local 721
Chief Negotiator

Daniel Blanco
Worksite Organizer

Nick Lane
Bargaining Team Member

Frank Michl
Bargaining Team Member

Martin Montelongo
Bargaining Team Member

FOR THE CITY OF SANTA PAULA

Irma Rodriguez Moisa
Chief Negotiator

Lorena Alvarez
Human Resources Administrator

POSITION CLASSIFICATION

300 SEIU

301 CUSTODIAN
302 CUST SERVICES REP
304 WATER DIST. OPERATOR I
305 LEAD PARK AND ABATEMENT SPECIALIST
307 ACCOUNTING SPECIALIST
309 ADMINISTRATIVE ASSISTANT
311 ANIMAL SERVICES COORDINATOR
313 SENIOR ADMINISTRATIVE ASST
314 WATER DISTRIBUTION OPERATOR II
315 MECHANIC I
318 WATER TREATMENT/PRODUCTION OPERATOR I
320 WATER TREATMENT/PRODUCTION OPERATOR II
321 WATER DISTRIBUTION OPERATOR III
322 LEAD WATER DISTRIBUTION OPERATOR
323 BUILDING INSPECTOR I
324 MECHANIC II
325 WATER DISTRIBUTION OPERATOR IV
326 BUILDING INSPECTOR II
328 ENGINEERING TECH/INSPEC
329 SENIOR ACCOUNTING TECHNICIAN
330 EQUIPMENT MAINT LEADWORKER
331 FACILITIES MAINT LEADWORKER
332 FACILITY MAINT WRK I (ENTRY)
333 FACILITY MAINT WRK II (JOURNEY)
334 MAINTENANCE WORKER I (ENTRY)
335 MAINTENANCE WORKER II (JOURNEY)
339 STREET MAINT LEADWORKER
340 WASTEWATER LEADWORKER
341 WASTEWTR COLL WORKER (ENTRY)
342 WASTEWTR COLL WRKR (JOURNEY)
343 COMMUNITY DEVELOPMENT TECHNICIAN
344 RECREATION PROGRAM COORDINATOR
345 PERMIT TECHNICIAN
346 ENGINEERING TECHNICIAN I
347 ENGINEERING TECHNICIAN II
350 WATER SERVICES OPERATOR I
351 WATER SERVICES OPEARTOR II
352 WATER SERVICES OPERATOR III

353 WATER SERVICES OPERATOR IV

Proposed FY 25/26 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES MANAGER	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	PLANNING DIRECTOR	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	IT MANAGER	65.04	68.30	71.72	75.31	79.08	135,283.20	142,064.00	149,177.60	156,644.80	164,486.40
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	35.91	37.71	39.60	41.58	43.66	74,692.80	78,436.80	82,368.00	86,486.40	90,812.80
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40

Proposed FY 25/26 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed FY 26/27 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES MANAGER	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	PLANNING DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	IT MANAGER	68.97	72.42	76.05	79.86	83.86	143,457.60	150,633.60	158,184.00	166,108.80	174,428.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	38.57	40.50	42.53	44.66	46.90	80,225.60	84,240.00	88,462.40	92,892.80	97,552.00
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80

Proposed FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Administrator

Subject: 2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE SANTA PAULA POLICE OFFICERS ASSOCIATON

Date: August 6, 2025

Agenda Item: 10.D

RECOMMENDATION:

It is recommended that the City Council:

1. Approve Resolution No. 7581, approving the Memorandum of Understanding between the City of Santa Paula and the Santa Paula Police Officers Association for the period of July 1, 2025 through June 30, 2027.
2. Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Santa Paula Police Officers Association (SPPOA) expired on June 30, 2025. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the SPPOA towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The SPPOA membership ratified the tentative agreement on June 26, 2025. This action tonight, seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with the SPPOA expired on June 30, 2025. Below are the key items that have been negotiated:

- Term of the Agreement shall be from July 1, 2025 through June 30, 2027.
- Effective the first full pay period following July 1, 2025, whichever is later, all Unit employees, except dispatchers, shall receive a seven percent (7%) adjustment to base wages and dispatchers shall receive a ten percent (10%) adjustment to base wages.
- Effective the first full pay period following July 1, 2026, whichever is later, all Unit employees, except dispatchers, shall receive a seven percent (7%) adjustment to base wages and dispatchers shall receive a ten percent (10%) adjustment to base wages.
- A one-time, non-pensionable retention bonus, two percent (2%) of the employee's base salary to all full-time employees who worked the entire previous fiscal year (July 2024 to

June 30, 2025).
- Two hours of standby pay at base rate of pay for court standby.
- One percent increase to education incentive.
- $500 increase to Tuition Reimbursement, for a total of $3500 per fiscal year.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated into the Budget for Fiscal Years 2025/26 and 2026/27.

OPTIONS:

1. Approve Resolution No. 7581, approving the Memorandum of Understanding between the City of Santa Paula and the Santa Paula Police Officer's Association for the period of July 1, 2025 through June 30, 2027.

2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7581.doc
Exhibit A to Resolution No. 7581.docx
Redline.pdf
Salary Schedules 25.26
Salary Schedules 26.27

RESOLUTION NO. 7581

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEARS 2025- 2027 BETWEEN THE CITY OF SANTA PAULA AND THE SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Santa Paula Police Officer's Association (SPPOA) a duly recognized employee organization representing the City of Santa Paula's Non-managerial, Sworn and Non-Sworn employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours, and the terms and conditions of employment for contract year 2025- 2027.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City and the Association implement the MOU.

C. The SPPOA indicated its acceptance of the MOU.

D. It is in the public interest that the City enter into the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2025-2027 between the City of Santa Paula and the SPPOA. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 6th day of August, 2025.

_____

Pedro Chavez, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Dan Singer, City Manager

EXHIBIT A

SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)

Memorandum of Understanding (MOU) for Contract Year –2025 - 2027

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City of Santa Paula, hereinafter designated "City," and the Santa Paula Police Officers Association, hereinafter designated as "Association," and has been jointly prepared by both parties.

The City Manager, or designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions, and regulations of the City of Santa Paula. The City, the Association, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in said Association; have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned regarding matters within the scope of representation for all employees within the Association for the term expressed herein, which commences July 1, 2025 through June 30, 2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. RECOGNITION

This memorandum covers employees in the Association, "Non-managerial, Sworn, and Nonsworn", as represented by the Union, which has been certified as the recognized employee organization. Regular full time classifications represented are Police Sergeant, Senior Officer, Detective, Police Officer, and Public Safety Dispatcher Clerk.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race,

religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. UNION RIGHTS

2.1 MOU Maintenance by Employees

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. However, employees shall not leave their work station or assignment without first securing the approval of the Chief of Police or his/her designee. Approval to leave for such meeting shall only be denied when the absence of the employee would cause a hardship on the operation of the Department.

2.2 Association Information

Association materials (such as information on dues, history of the Association, etc.) provided to the City-by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Dues Deduction

Members of the Association may authorize Association payroll deduction by submitting a written authorization to payroll. Said authorization shall remain in effect unless withdrawn in writing, or unless the employee terminates employment or transfers from the Association represented unit.

3. CITY RIGHTS

To ensure the City continues to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Santa Paula, the City continues to reserve and retain solely and exclusively all management rights, regardless of frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Personnel Rules and Regulations Ordinance and including but not limited to the following rights: To determine and modify the organization of City government and its constituent work units; Determine the nature, standards, levels, and mode of delivery of services to offer to the public; Determine whether goods or services shall be made or provided by the City, or shall be purchased or

contract for, provided that if services are contracted for, the procedure shall be that which is provided for in separate contracting out clause; Direct employees, including scheduling and assigning work, work hours, and overtime within existing agreed upon shift schedules when such change is required by workload, employee absences, or other immediate needs of the department; Establish employee performance standards and to require compliance therewith; Discharge, suspend, demote, reduce in pay, reprimand, or otherwise discipline permanent employees for cause, subject to the requirements of applicable law, and to do the same to probationary employees with or without cause; Withhold salary increases and benefits related to job performance subject to the City's Personnel Rules and Regulations; Relieve employees from duty because of lack of work or funds; Implement rules, regulations and directives consistent with the law and specific provisions of this MOU; Take all necessary action to protect the public and carry out its mission in emergencies; Relieve employees from duty when there are extraordinary circumstances which require immediate relief from duty without pay and benefits.

Decisions by the City under this Article 3 are not subject to the grievance procedure unless the decision precludes employees or representatives from conferring or raising grievances about the practical consequences that the decision has on wages, hours, or other terms and conditions of employment.

Nothing in this section shall be construed to limit the Association's rights or the City's obligation to meet and confer when required by the Meyers-Milias-Brown Act.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

The City agrees that during the term of this Agreement (July 1, 2025 to June 30, 2027)

it shall not contract out bargaining unit work.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

3.3 Existing Conditions of Employment

It is understood that past practices and all such written ordinances, policies, resolutions, rules and regulations, including but not limited to, to Personnel Rules and Regulations of the City, the Employer-Employee Resolution and the Administrative Manual of the City shall remain in effect during the coverage of this Memorandum of Understanding ("MOU") subject to the amendment or deletions as otherwise provided herein.

For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the bargaining unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU.

In the event that a past practice conflicts with the language of this MOU, the MOU shall control.

4. SALARY COMPENSATION

Effective the first day of the pay period following July 1, 2025, whichever is later, all Unit employees, except dispatchers, shall receive a seven percent (7%) adjustment to base wages and dispatchers shall receive a ten percent (10%) adjustment to base wages.

Effective the first day of the first full pay period following July 1, 2026, Unit employees, except dispatchers shall receive a seven percent (7%) adjustment to base wages and dispatchers shall receive a ten percent (10%) adjustment to base wages.

Retention Bonus: A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are

still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Probationary Period

The probationary period for represented employees shall be for a period of one year.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by an employee within a salary range as described in the City's Position Classification and Compensation Plan. Base wages shall be calculated by dividing an employee's bi-weekly salary by 80.

4.5 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office.

4.6 Regular Rate of Pay

An Association employee's regular rate of pay shall be calculated according to the provisions of the FLSA. The regular rate includes base wages, bilingual pay, call-

back pay, standby pay, educational incentive award, shift differential, and any other payments required to be included by the FLSA.

4.7 Direct Deposit

All employees hired after January 1, 2005, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Regular Work Period

In accordance with the Fair Labor Standards Act, Association personnel work a fixed and recurring work cycle consisting of 28 consecutive 24-hours days. The 28-day work cycle begins on Monday, 10:00 P.M. and ends 28 days later on Monday at 9:59 P.M.

5.2 Standard Hours and Days of Work

There are three (3) alternative work schedules currently offered to employees: the 3/12 plan, the 9/80 plan, the 4/10 plan, and/or any special assignment schedule. For the term of this MOU and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. When an employee works an alternative work schedule, overtime will be paid for time worked in excess of the alternative work schedule, and will not be based on an eight (8) hour work day. Affected personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

The daily schedule for Patrol Officers is a twelve (12) hour work schedule (80 regular hours expected to be worked in a 14-day cycle, or 160 regular hours in a 28-day cycle), inclusive of breaks and a one-half (1/2) hour meal break. In order to do this, during the 28-day cycle there will be 16 hours considered pay-back time which may be assigned as either training or work time.

The schedule for the School Resource Office is a 5/8 schedule during the academic school year. Except, however, that when school is not in session, the SRO shall be rotated into an alternate schedule.

Schedule for Sworn employees: This schedule is as follows: An Association member assigned to Patrol will be assigned to a 12-hour shift of either 6:00 AM to 6:00 PM or 6:00 PM to 6:00 AM., or a 4/10 schedule that is approved by the Chief of Police. The schedule will be rotated on a quarterly basis on the first Monday of the month of January, April, July and October. On alternating weeks, members working a 12-hour schedule shall work 4 days on, three days off. On those weeks where members are working 4 days on, one of those days will be scheduled for eight (8) hours, with the

remaining days scheduled for twelve (12) hours. On the alternate week where the member is working 3 days, all days will be scheduled for twelve (12) hours.

The regular working day of employees (non-Patrol employees) observing a 9/80 work schedule is nine (9) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternative Fridays or other days, as determined by the Chief of Police or his/her designee, shall be eight (8) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Time Worked

The following activities are not considered work time for the purpose of calculating overtime, except as provided for in this agreement and applicable statutes.

A. Meal breaks, except as authorized by this agreement.

B. All travel time to work and returning home in either personal or City vehicle.

C. All time in off-duty assignments (homework, study time, meal time, sleep time, etc.)

D. All off-time travel to training sites and returning home unless the training site is outside of Ventura County or greater than one (1) hour driving distance from the City.

E. All time putting on and taking off uniforms.

F. All time for personal preparation and clean-up.

G. All off-duty time spent in vehicle, equipment, and/or animal maintenance.

5.4 Shift Change

Regular shift assignment changes for individuals and emergency assignments are not subject to the provisions of meeting and conferring. The City agrees to provide reasonable prior notice whenever possible before adjusting an officer's hours. Under normal conditions, shift changes shall occur at 6:01 a.m. on the first Monday morning of the quarter.

5.5 Time Between Shifts

City agrees to schedule employees covered under this agreement in such a way as to assure a minimum of 12 hours between assigned shifts, except under emergency conditions and as required for the assigned shift.

OVERTIME

Effective January 1, 2006, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

6.1 Overtime Eligibility

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or work week. For sworn members, overtime shall also be defined as hours worked in excess of the following schedule(s) adopted pursuant to Section 7(k) of the Fair Labor Standards Act: hours worked in excess of eighty (80) hours in a 14-day period or one hundred sixty (160) hours in a 28-day period. For purposes of determining OT, hours worked shall include paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, but not sick leave or leave without pay. Overtime will be paid at one and one-half (1 ½) times the employee's regular rate of pay.

The City may reopen negotiations at any time during the term of the MOU to address overtime compensation as defined in the Fair Labors Standards Act (FLSA). Any changes to the overtime compensation shall be mutually agreed to by both the SPPOA and the City.

The following is time worked which is considered overtime, except as otherwise specified:

A. End of Shift: Work time worked by unit personnel beyond normal assigned shifts for the completion of work assigned.

B. Public Event Detail: Work time performed by a unit employee during off-duty hours involving duty at parades and other public or civic events and private contract work authorized by Police Management.

C. Training: Work time spent by unit employees during off-duty hours attending mandatory training. However, time spent for non-classroom study and/or assignments, meals, travel time, if the training site is in Ventura County or **less** than one (1) hour travel time from the City, and sleep time is considered non-work time.

D. Court Time: Work time required of a unit employee to attend court in response to a mandatory subpoena, or a hearing or trial in a civil or criminal case, at a time other than the employee's assigned work shift schedule, for the purpose of

testifying as to knowledge acquired or claimed to have been acquired by such employees in the course of employment with the City.

6.2 Compensatory Time

Accrual of Compensatory Time Off (CTO): Unit employees may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, which is time and one-half (1.5) earned in compensatory time for each hour worked.

Compensatory time off may be accumulated to a maximum of eighty (80) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than eighty (80) hours at any given time. Any time in excess of eighty (80) hours shall be paid as overtime.

Requests for Use: All requests to use CTO must be made in writing to the Chief of Police or his/her designee. The City shall have the ability to require employees to use accrued CTO on dates of the City's choosing. Management will make an effort to comply with an employee's request to use CTO on a particular day or days, but will not be obligated to do so if staffing needs, fiscal management of the City or Department, potential emergency or heavy work conditions, or any other conditions or management concerns make it in the City's interest not to authorize use on the requested days or in the requested time periods. If the City must, based on the threat of undue disruption, defer an employee's requested use of CTO for more than three (3) months (which the parties acknowledge to be a reasonable period), the requested CTO hours may be cashed out at the request of the City or the employee. The parties understand that undue disruption includes but is not limited to prolonged emergency conditions or increased need for law enforcement presence in the City, low staffing levels, and inability to find employees to substitute at reasonable cost to the City.

6.3 Recall Compensation

Regular and emergency recall work is performed by an off-duty unit employee who is ordered to duty when it is deemed necessary or advisable to properly handle an incident or incidents and/or to maintain necessary staffing levels. Recall compensation requires that the employee have left the City's work premises. Recall compensation is paid from the actual travel time up to a maximum of thirty (30) minutes of travel time each way. The minimum compensation is two (2) hours of base salary and shall be calculated to the nearest one-quarter (1/4) hour of time worked. In the event in-person response is required to either an incident in the field or to a City facility, arrival at the location in question should generally be within sixty (60) minutes of acknowledgment of the request. Should an officer not be able to make the 60-minute time frame and is still ordered in, travel time shall be paid as provided in this section

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage. Prior written authorization of the Chief of Police or his/her designee must be secured and communicated to the employee prior to the employee working overtime except as specified below.

In an emergency, if it is impossible or impractical to secure advance authorization from the Chief, his designee may authorize paid overtime.

Overtime shall be compensated to the nearest half hour. This shall apply to accumulation of all overtime during a work week.

6.4.1 Assignment of Patrol Overtime

The purpose of this section is to establish procedures in assigning overtime for vacant patrol positions. This section does not apply to emergency overtime assignments and callback.

6.4.2 Identification of Vacant Shift

Vacancies in the Patrol Bureau shifts should be identified at least one month in advance, when feasible. The Chief of Police will designate a person who will have the responsibility of determining which shifts will be vacant due to vacation, injured on duty, training or open positions in the patrol ranks.

6.4.3 Posting of the Sign-up List

Once the overtime vacancies have been identified, a sign-up sheet listing the vacant shifts will be posted in the briefing room on the bulletin board.

6.4.4 Sign-up Procedures

Unit members willing to volunteer for overtime assignments will be allowed to sign up for one shift every 24 hours so long as the volunteered-for shift meets the requirements of Section 5.5. Unit members are encouraged to sign up voluntarily. A bargaining unit member that signs up for a voluntary overtime shift shall be responsible to work that shift. If the employee cannot work that shift, then the employee shall be responsible for securing a replacement, absent extenuating circumstance.

6.4.5 Officer Assignments to Vacant Overtime Shifts

Attempts will be made to fill all vacant overtime slots with voluntary sign-ups. If this cannot be accomplished, then any and all Unit members may be assigned to the overtime shifts as needed. First choice of overtime to go to uniform personnel.

6.4.6 Outside Details Overtime

Overtime for outside details such as football games, filming, and parades shall be on a volunteer basis. If the assignments are not filled by volunteers, then any and all Unit members may be assigned as needed. First choice of overtime to go to uniform personnel.

7. ASSIGNMENT DIFFERENTIAL

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out of these assignments at the discretion of the Police Chief as part of the Department's job enrichment and career development program. In conformity with this understanding, unit personnel are required to sign a statement indicating they understand the temporary nature of the assignment.

Assignments receiving additional compensation include:

A. Detective: A sworn unit member assigned as a Detective will receive an additional five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3)Special Assignment Pay.

B. Special Enforcement Unit (SEU): A sworn unit member assigned to the Special Enforcement Unit will receive an additional five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

C. Field Training Officer (FTO): A sworn unit member, formally trained as a FTO, who is temporarily assigned to train newly sworn full-time department personnel and police reserves pursuing Level I certification will receive an additional five (5%) percent over his or her base wage. Designated FTO's and Level II trainers are required to be scheduled for assignment in advance by the FTO Supervisor; appointment as a FTO or Level II trainer shall be made by the Chief of Police or his designee.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

D. Motorcycle Officer/Traffic Investigator: A sworn unit member assigned as the Motorcycle Officer or Traffic Investigator will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

E. Detective Sergeant: A Sergeant assigned to the Investigations Unit will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

F. Communication Training Officer Pay (CTO) Pay - A non-sworn unit member temporarily assigned to train non-sworn dispatch personnel will receive an additional five (5%) percent increase over his or her base wage. Designated CTO's are required to be approved for assignments in advance by the Dispatch Supervisor. Appointment as a CTO shall be made by the Chief of Police.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

G. Canine Officer: A sworn unit member assigned as the Canine Officer will receive an additional five (5%) percent over his or her base wage. A Canine Officer will also receive additional compensation of two hundred ten dollars ($210.00) per month in recognition of the additional temporary assigned duties and responsibilities associated with the canine program including any time spent by the employee on or off duty in the care and maintenance of the animal. The monthly stipend is based on ten hours of off duty time for canine care and maintenance paid at a base rate of $14.00 per hour, paid at time and one half ($21.00 per hour).

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

H. Senior Officer/Sergeant: A sworn unit member temporarily assigned as a Senior Officer or a Sergeant shall be paid in accordance with the City's personnel rules and regulations

The parties agree that Temporary Upgrade Pay is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay. Unit personnel are only eligible for one Special Assignment pay and there can be no pyramiding of this pay.

I. On Call Detective Pay-All members of the Investigations Unit are eligible for Detective On-Call Pay. The Investigations Supervisor shall provide a schedule on at least a monthly basis. Senior Officers within the unit shall have first priority to volunteer for on-call shifts. The unit member on-call shall be compensated an additional $20.00 dollars per day. On-call pay will be paid in the event the member is called out to a scene.

7.1 Non Sworn

An employee in the class of Public Safety Dispatcher Clerk or Dispatch Supervisor who works between the hours of 6:00 PM and 6:00 AM shall receive a shift differential of seventy-five cents ($0.75) per hour over base wage. Overtime and workers' compensation to be determined using base wage.

The parties agree that Shift Differential Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Shift Differential Pay.

7.2 Educational Incentive

Unit personnel with either (1) an Associate's Degree, or (2) thirty (30) college units AND Intermediate POST Certificate shall receive a salary adjustment of three (3%) percent above their base wages.

Unit personnel with either (1) a Bachelor's Degree, or (2) thirty (30) college units AND an Advanced POST Certificate shall receive a salary adjustment of five (5%) percent above their base wages.

Unit personnel with either (1) a Master's Degree, or (2) an Associate's Degree (or seventy-five (75) or more college units) AND a Supervisory POST Certificate shall receive a salary adjustment of seven (7%) percent above their base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to the Personnel Office for

verification.
The parties agree that Educational Incentive Compensation is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(2) and 571.1(b)(2) Educational Pay and Peace Officer Standard Training (POST) Certificate Pay.

7.3 Promotional Process – Sworn Employees

The Chief of Police, with input from the SPPOA, will compose or cause to be composed a structured promotional testing process, that shall be codified in departmental policy, for the ranks of Senior Police Officer and Police Sergeant.

Utilizing industry standard testing methods, the testing process will assess the following factors to determine the member's suitability for promotion into the higher rank:

(a) Knowledge of departmental policies, procedures, and programs; i.e., community oriented policing, initiative management, leadership development, etc.

(b) Ability to analyze

(c) Ability to articulate

(d) Knowledge and preparation for the position the member seeks

(e) Demeanor

7.4 Tuition Reimbursement

Tuition reimbursement may be made up to three thousand five hundred per fiscal year in accordance with established City policy.

8. OTHER COMPENSATION AND BENEFITS

8.1 Uniforms and Equipment

The City will provide a uniform allowance to all sworn personnel beginning on July 1, 2005. The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering

services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $75.00 bi-weekly ($1950.00/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Chief of Police or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The uniform shall consist of the following, subject to Police specifications:

Item	Unit Price (ea)
Shirts-3	$40.00
Pants-3	$30.00
Belt-1	$10.00
Shoes-1	$50.00
Badge	Provided by Police Chief
Name Plate	Provided by Police Chief

In each subsequent twelve (12) month period after the first year of hire, the City shall provide an annual reimbursable uniform program, allowing up to a maximum of five hundred dollars ($500.00) reimbursement per year per dispatcher for these replacement uniform items: shirts, pants, belt and shoes. This program will allow Dispatch unit employees to purchase replacement uniform items from City approved vendors according to the itemized price list above, or personnel may elect to order from other vendors, with reimbursement to be paid according to the itemized price list above. All requests for uniform replacement and/or reimbursement must be submitted to the Police Chief or his/her designee for signature approval and forwarded to the Finance Department for payment.

The City will provide safety vests for all sworn employees.

All necessary safety equipment will be provided by the City as required by Section

6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each employee as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

8.2 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.3 Court Stand-By

Unit personnel placed on court standby time "on call" during their off-duty time who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive two hours of standby pay at base rate of pay for court standby, per standby shift. Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

8.4 Personal Vehicle Use

The City seeks to contain mileage costs by providing City vehicles for employee use on City business when such vehicles are available. Prior to the use of a personal vehicle for City related business, the employee shall obtain pre-authorization from the Police Chief or his designee. When an employee receives proper pre-authorization to use a personal vehicle for City related business, and then uses his/her personal vehicle for City related business, the employee shall be reimbursed for actual mileage traveled at the current IRS rate. An exception to this policy is allowed for Court attendance.

8.6 Bilingual Pay Program

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive $1300.00 per year ($50.00 per pay period).

The parties agree that Bilingual Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) and 571.1(b)(3) Bilingual Pay.

8.7 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9. HOLIDAYS

On January 1st of each year, unit personnel will receive a Holiday Leave Bank with eleven (11) holidays paid at straight times and one Floating Holiday Leave Bank of 10 – 12 hours paid at straight time. Holiday leave hours received will be determined by the employees work schedule and will be accrued before every holiday pay period. Holiday hours cannot be used in excess of regular hours worked, or prior to being accrued. Floating holiday hours are to be used throughout the year, may be used for any purpose that vacation, sick, and compensatory leave may be used for, as long as prior approval is gained from the Supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

All unit personnel assigned to patrol and dispatch will be required to work on a fixed holiday unless prior approval is gained from the Supervisor. All other unit personnel not assigned to patrol or dispatch will be required to take fixed holiday's off, unless prior approval is gained from the Chief of Police or designee. Holiday leave is intended to be used for fixed holidays, unless unit personnel is assigned to work at which point the holiday hours maybe used at a later regularly scheduled day, as approved the Chief of Police or designee. Unit personnel required to take the fixed holiday off, may not use other forms of accrued leave for the fixed

holiday.

Except as otherwise provided, unit personnel within the representation unit shall have the following fixed holidays with pay:

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

One (1) floating/personal day

If a holiday is worked, unit personnel will receive pay at a straight-time rate for all hours worked, except when the Chief of Police or designee deems the call-back necessary to manage emergency situations or when unit personnel are required to work special events sponsored by the City or where the City contracts with third parties to provide police services that are reimbursable.

Unit employees may carry-over a maximum of eighty (80) hours of holiday leave from one calendar year to another, and may cash out a maximum of eighty (80) hours of holiday leave upon separation. Eligible holiday cash out includes all hours carried over from the prior calendar year, and any unworked hours for holidays in the current calendar year.

An additional carryover of forty-eight holiday hours earned, but not used in November and December, may be carried over for ninety (90) days after the end of the calendar year. This additional carryover is separate from the eighty (80) hour maximum above and shall not be eligible for cash out.

10. VACATION

10.1 Vacation Entitlement

City previously agreed to temporarily extend the vacation cap from 280 hours to 320 hours until June 30, 2021. Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in excess of 280 hours will not have cash value, may not be used in the buyback program and will not be

paid out to unit members upon separation from employment. Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours.

Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

1. All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

2. Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

3. If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Department Head with the approval of the City Manager, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. In the event that an employee requests, but is repeatedly denied, vacation, and if such denial would cause the employee to exceed the two-hundred and eighty (280) hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3Vacation Schedule

In the scheduling of employee vacations, Department Heads will give first consideration to employee choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued vacation hours, up to 280 hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Vacation Leave Buyback

Each December, unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours

More than 10 years: up to 80 hours

A. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

B. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

C. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1

Sick or accident leave is not considered a right to which an employee may use at their discretion, but is allowed only in cases of actual sickness or disability which make it impossible for the employee to perform their normal work assignment or as otherwise allowed in this policy.

A. Sick leave beginning with the payroll period commencing September 27, 1988, has no cash value at employee termination.

B. Sick leave accrues at the following rate beginning with the payroll period commencing September 27, 1988:

1. Employees hired after October 1, 1988 are provided with a sick leave bank of forty (40) hours and immediately begin to accrue sick leave at the rate of eight (8) hours per month of service.

2. Current employees will continue to accrue sick leave at the rate of eight (8) hours per month of service.

C. In order to receive compensation while absent from duty on sick leave the employee, if physically able, must notify, or cause to be notified, their immediate supervisor or the Watch Commander at least two (2) hours prior to the beginning of the employee's regular daily duties.

D. When absent for more than three (3) work days, the employee must file a physician's certificate as to the reason(s) for their absence or a personal affidavit with the Personnel Officer stating the reason(s) for the absence. Failure to file the necessary documents within two (2) days following return to work will be cause for such absence to be charged as leave without pay. Violation of sick leave privileges may result in disciplinary action

and/or loss of pay when in the opinion of the Personnel Officer the employee has abused such privileges.

E. Employees may use their accumulated sick leave immediately after it has been earned, subject to the provisions for use of sick leave.

F. Employees may use their accumulated sick leave for absence due to only the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

H. Employees who have called in sick and who are on authorized sick leave shall be at their primary residence or available for either a phone call or visit by their supervisor during their hours they were scheduled to work in case their supervisor needs information from them.

Exceptions would include visits to doctor's offices, hospital, or scheduled place of treatment. Employees too ill to be available may be considered excepted as well.

11.2 Usage

Sick leave with pay up to the total number of accumulated sick leave hours shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's medical examiner at no cost to the employee.

11.3 Bereavement Leave

Leave with pay up to forty (40) hours per year shall be granted by the Department Head in case of the death of a mother, father, spouse, sister, brother, son, daughter,

uncles, aunts, step-parents, step-children and in-laws, or grandparents. Bereavement leave or special sick leave in case of death or serious illness of other persons may be granted only upon approval of the City Manager. Bereavement shall be charged against accumulated sick leave.

11.4 Maternity Leave

Sick leave up to the limit of accumulated sick leave time shall be granted for pregnancy and normal recovery from childbirth. Additional time away from work due to maternity up to a total of six (6) months will be treated as leave without pay.

11.5 Paternity Leave

A maximum of five (5) days leave with pay shall be granted for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave.

11.6 Exceptions

Sick leave with pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement therein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation, which could not be carried forward.

11.8 Sick Leave Pay Off

Accumulated sick leave will be credited to the employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.9 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head or designee.

12. INDUSTRIAL ACCIDENT LEAVE

12.1 Injury Leave

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement, he or she will receive compensation as provided under the State Worker's Compensation Act. Such officer will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the

Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such officer for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the department head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures. Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee in the competitive service shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a Police or City business matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Family Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave."

13.3 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation to less than forty (40.0) hours in each bank
2. All such transfers shall be approved by the City Manager or his designee.
3. All transfers shall be anonymous to the transferee.

14. BENEFITS AND INSURANCE

14.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City currently provides a $1458.90 per month ($729.45 paid for the 1st and 2nd pay periods of each month cafeteria benefit contribution toward each full-time eligible member of the unit. The City will provide for an increase, not to exceed 4% each calendar year, for any cost increases to the least-costly HMO family medical plan and the least costly family dental plan. Effective the first full pay period commencing on or after December 2023, the City shall provide $1,641.08 per month ($820.54 paid for the 1st and 2nd pay periods of each month).

Employees hired prior to July 1, 2021, electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1458.90 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,458.90, shall be eligible to cash out the difference between $1458.90 and the cost of the premium.

Employees hired after July 1, 2021, electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans.

14.2 Eligibility Date

When an employee commences work with the City, his/her health benefit distribution selection shall become effective the first of the month, following the date of employment. Deductions for benefits are made a month in advance.

14.3 Benefit Options

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.4 Enrollment

The times at which enrollment in or withdrawal from non-mandatory group life and disability income insurance plans is authorized shall be as established by City Policy subject to requirements of the insurance carriers.

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a City-side basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the annual fee and the enrolled employee monthly administrative fee. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation in the Plan.

14.6 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

14.7 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all employees of the Police unit at City expense.

14.8 Gym Membership

Effective the first day of the full pay period following ratification of this Agreements, Unit members will be eligible for gym membership reimbursement in accordance to the Citywide Wellness & Fitness Program Reimbursement Policy.

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15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic safety members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's

final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution, which is currently 9%. Should the member contribution change, the City and the Santa Paula Police Officer's Association agree to a reopener on the subject of member contribution to PERS.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, classic members (as defined by PEPRA) shall contribute three percent (3%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, new members (as defined by PEPRA) shall contribute one percent (1%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

15.3 City Matching Contribution to Deferred Compensation Plan

City will develop and implement program by January 2024 or earlier, if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan up to one percent (1%) of an employee's base salary. For example, if an employee earns $50,000 and contributes $25 per pay period or $650 annually, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

16. DISPUTES

All disputes arising under this agreement shall be resolved in accordance with the City's adopted grievance procedures.

17 WORKING CONDITIONS

17.1 No Smoking Policy

In accordance with the City's No Smoking Policy, smoking and chewing tobacco is not permitted in City offices, facilities and vehicles.

17.2 Employee Medical Examination

The City will notify unit employees that are required to submit proof that they were evaluated by their doctor once every three (3) years for employees age fifty (50) and over. Employees are to use their own employee medical health plan. Any deductible cost for the physical will be reimbursed by the City.

17.3 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general

administrative matters.

17.4 General Safety Committee

The Association is authorized to have one-member representative to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.5 Modified Duty Policy

A modified duty policy will be implemented as was approved in the1994-95 Memorandum of Understanding.

18. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and agrees that the other shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of laws to the contrary, or as provided for in this agreement.

19. SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

20. TERM

This agreement shall be in effect from July 1, 2025 through June 30, 2027, and thereafter shall remain in full force and effect year-by-year until a subsequent signed MOU is reached by the parties.

NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

21. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Santa Paula Police Officers Association or the City Manager for the period July 1, 2025 through June 30, 2027, except as provided for in this agreement.

SANTA PAULA POLICE OFFICERS ASSOCIATION NEGOTIATING TEAM

Rob Wexler
Chief Negotiator

Wyatt Gates

Daniel Potter

Hector Ramirez

CITY OF SANTA PAULA NEGOTIATING TEAM

Irma Rodriguez Moisa
Chief Negotiator

Lorena Alvarez
Human Resources Administrator

EXHIBIT A

SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)

Memorandum of Understanding (MOU) for Contract Year ~~2023-2025~~2025 - 2027

City of Santa Paula

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City of Santa Paula, hereinafter designated "City," and the Santa Paula Police Officers Association, hereinafter designated as "Association," and has been jointly prepared by both parties.

The City Manager, or designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions, and regulations of the City of Santa Paula. The City, the Association, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in said Association; have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned regarding matters within the scope of representation for all employees within the Association for the term expressed herein, which commences ~~September 6, 2023~~July 1, 2025 through June 30, ~~2025~~2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. RECOGNITION

This memorandum covers employees in the Association, "Non-managerial, Sworn, and Nonsworn", as represented by the Union, which has been certified as the recognized employee organization. Regular full time classifications represented are Police Sergeant, Senior Officer, Detective, Police Officer, and Public Safety Dispatcher Clerk.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race,

religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. UNION RIGHTS

2.1 MOU Maintenance by Employees

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. However, employees shall not leave their work station or assignment without first securing the approval of the Chief of Police or his/her designee. Approval to leave for such meeting shall only be denied when the absence of the employee would cause a hardship on the operation of the Department.

2.2 Association Information

Association materials (such as information on dues, history of the Association, etc.) provided to the City-by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Dues Deduction

Members of the Association may authorize Association payroll deduction by submitting a written authorization to payroll. Said authorization shall remain in effect unless withdrawn in writing, or unless the employee terminates employment or transfers from the Association represented unit.

3. CITY RIGHTS

To ensure the City continues to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Santa Paula, the City continues to reserve and retain solely and exclusively all management rights, regardless of frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Personnel Rules and Regulations Ordinance and including but not limited to the following rights: To determine and modify the organization of City government and its constituent work units; Determine the nature, standards, levels, and mode of delivery of services to offer to the public; Determine whether goods or services shall be made or provided by the City, or shall be purchased or

contract for, provided that if services are contracted for, the procedure shall be that which is provided for in separate contracting out clause; Direct employees, including scheduling and assigning work, work hours, and overtime within existing agreed upon shift schedules when such change is required by workload, employee absences, or other immediate needs of the department; Establish employee performance standards and to require compliance therewith; Discharge, suspend, demote, reduce in pay, reprimand, or otherwise discipline permanent employees for cause, subject to the requirements of applicable law, and to do the same to probationary employees with or without cause; Withhold salary increases and benefits related to job performance subject to the City's Personnel Rules and Regulations; Relieve employees from duty because of lack of work or funds; Implement rules, regulations and directives consistent with the law and specific provisions of this MOU; Take all necessary action to protect the public and carry out its mission in emergencies; Relieve employees from duty when there are extraordinary circumstances which require immediate relief from duty without pay and benefits.

Decisions by the City under this Article 3 are not subject to the grievance procedure unless the decision precludes employees or representatives from conferring or raising grievances about the practical consequences that the decision has on wages, hours, or other terms and conditions of employment.

Nothing in this section shall be construed to limit the Association's rights or the City's obligation to meet and confer when required by the Meyers-Milias-Brown Act.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

The City agrees that during the term of this Agreement (July 1, 2025 to June 30, 2027)

it shall not contract out bargaining unit work.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

3.3 Existing Conditions of Employment

It is understood that past practices and all such written ordinances, policies, resolutions, rules and regulations, including but not limited to, to Personnel Rules and Regulations of the City, the Employer-Employee Resolution and the Administrative Manual of the City shall remain in effect during the coverage of this Memorandum of Understanding ("MOU") subject to the amendment or deletions as otherwise provided herein.

For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the bargaining unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU.

In the event that a past practice conflicts with the language of this MOU, the MOU shall control.

4. SALARY COMPENSATION

Effective the first day of the pay period following July 1, 2025, whichever is later, all Unit employees, except dispatchers, shall receive a seven percent (7%) adjustment to base wages and dispatchers shall receive a ten percent (10%) adjustment to base wages.

Effective the first day of the first full pay period following July 1, 2026, Unit employees, except dispatchers shall receive a seven percent (7%) adjustment to base wages and dispatchers shall receive a ten percent (10%) adjustment to base wages.

Retention Bonus: A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are

still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

~~Effective the first day of the first full pay period following ratification of this Agreement by the SPPOA and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.~~

~~Effective the first day of the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.~~

4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Probationary Period

The probationary period for represented employees shall be for a period of one year.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by an employee within a salary range as described in the City's Position Classification and Compensation Plan. Base wages shall be calculated by dividing an employee's bi-weekly salary by 80.

4.5 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel

Office.

4.6 Regular Rate of Pay

An Association employee's regular rate of pay shall be calculated according to the provisions of the FLSA. The regular rate includes base wages, bilingual pay, call-back pay, standby pay, educational incentive award, shift differential, and any other payments required to be included by the FLSA.

4.7 Direct Deposit

All employees hired after January 1, 2005, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Regular Work Period

In accordance with the Fair Labor Standards Act, Association personnel work a fixed and recurring work cycle consisting of 28 consecutive 24-hours days. The 28-day work cycle begins on Monday, 10:00 P.M. and ends 28 days later on Monday at 9:59 P.M.

5.2 Standard Hours and Days of Work

There are three (3) alternative work schedules currently offered to employees: the 3/12 plan, the 9/80 plan, the 4/10 plan, and/or any special assignment schedule. For the term of this MOU and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. When an employee works an alternative work schedule, overtime will be paid for time worked in excess of the alternative work schedule, and will not be based on an eight (8) hour work day. Affected personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

The daily schedule for Patrol Officers is a twelve (12) hour work schedule (80 regular hours expected to be worked in a 14-day cycle, or 160 regular hours in a 28-day cycle), inclusive of breaks and a one-half (1/2) hour meal break. In order to do this, during the 28-day cycle there will be 16 hours considered pay-back time which may be assigned as either training or work time.

The schedule for the School Resource Office is a 5/8 schedule during the academic school year. Except, however, that when school is not in session, the SRO shall be rotated into an alternate schedule.

Schedule for Sworn employees: This schedule is as follows: An Association member assigned to Patrol will be assigned to a 12-hour shift of either 6:00 AM to 6:00 PM or 6:00 PM to 6:00 AM., or a 4/10 schedule that is approved by the Chief of Police. The schedule will be rotated on a quarterly basis on the first Monday of the month of January, April, July and October. On alternating weeks, members working a 12-hour schedule shall work 4 days on, three days off. On those weeks where members are working 4 days on, one of those days will be scheduled for eight (8) hours, with the remaining days scheduled for twelve (12) hours. On the alternate week where the member is working 3 days, all days will be scheduled for twelve (12) hours.

The regular working day of employees (non-Patrol employees) observing a 9/80 work schedule is nine (9) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternative Fridays or other days, as determined by the Chief of Police or his/her designee, shall be eight (8) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Time Worked

The following activities are not considered work time for the purpose of calculating overtime, except as provided for in this agreement and applicable statutes.

A. Meal breaks, except as authorized by this agreement.

B. All travel time to work and returning home in either personal or City vehicle.

C. All time in off-duty assignments (homework, study time, meal time, sleep time, etc.)

D. All off-time travel to training sites and returning home unless the training site is outside of Ventura County or greater than one (1) hour driving distance from the City.

E. All time putting on and taking off uniforms.

F. All time for personal preparation and clean-up.

G. All off-duty time spent in vehicle, equipment, and/or animal maintenance.

5.4 Shift Change

Regular shift assignment changes for individuals and emergency assignments are not

subject to the provisions of meeting and conferring. The City agrees to provide reasonable prior notice whenever possible before adjusting an officer's hours. Under normal conditions, shift changes shall occur at 6:01 a.m. on the first Monday morning of the quarter.

5.5 Time Between Shifts

City agrees to schedule employees covered under this agreement in such a way as to assure a minimum of 12 hours between assigned shifts, except under emergency conditions and as required for the assigned shift.

OVERTIME

Effective January 1, 2006, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

6.1 Overtime Eligibility

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or work week. For sworn members, overtime shall also be defined as hours worked in excess of the following schedule(s) adopted pursuant to Section 7(k) of the Fair Labor Standards Act: hours worked in excess of eighty (80) hours in a 14-day period or one hundred sixty (160) hours in a 28-day period. For purposes of determining OT, hours worked shall include paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, but not sick leave or leave without pay. Overtime will be paid at one and one-half (1 ½) times the employee's regular rate of pay.

The City may reopen negotiations at any time during the term of the MOU to address overtime compensation as defined in the Fair Labors Standards Act (FLSA). Any changes to the overtime compensation shall be mutually agreed to by both the SPPOA and the City.

The following is time worked which is considered overtime, except as otherwise specified:

A. End of Shift: Work time worked by unit personnel beyond normal assigned shifts for the completion of work assigned.

B. Public Event Detail: Work time performed by a unit employee during off-duty hours involving duty at parades and other public or civic events and private contract work authorized by Police Management.

C. Training: Work time spent by unit employees during off-duty hours attending mandatory training. However, time spent for non-classroom study and/or

assignments, meals, travel time, if the training site is in Ventura County or **less** than one (1) hour travel time from the City, and sleep time is considered non-work time.

D. Court Time: Work time required of a unit employee to attend court in response to a mandatory subpoena, or a hearing or trial in a civil or criminal case, at a time other than the employee's assigned work shift schedule, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employees in the course of employment with the City.

6.2 Compensatory Time

Accrual of Compensatory Time Off (CTO): Unit employees may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, which is time and one-half (1.5) earned in compensatory time for each hour worked.

Compensatory time off may be accumulated to a maximum of eighty (80) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than eighty (80) hours at any given time. Any time in excess of eighty (80) hours shall be paid as overtime.

Requests for Use: All requests to use CTO must be made in writing to the Chief of Police or his/her designee. The City shall have the ability to require employees to use accrued CTO on dates of the City's choosing. Management will make an effort to comply with an employee's request to use CTO on a particular day or days, but will not be obligated to do so if staffing needs, fiscal management of the City or Department, potential emergency or heavy work conditions, or any other conditions or management concerns make it in the City's interest not to authorize use on the requested days or in the requested time periods. If the City must, based on the threat of undue disruption, defer an employee's requested use of CTO for more than three (3) months (which the parties acknowledge to be a reasonable period), the requested CTO hours may be cashed out at the request of the City or the employee. The parties understand that undue disruption includes but is not limited to prolonged emergency conditions or increased need for law enforcement presence in the City, low staffing levels, and inability to find employees to substitute at reasonable cost to the City.

6.3 Recall Compensation

Regular and emergency recall work is performed by an off-duty unit employee who is ordered to duty when it is deemed necessary or advisable to properly handle an incident or incidents and/or to maintain necessary staffing levels. Recall compensation requires that the employee have left the City's work premises. Recall compensation is paid from the actual travel time up to a maximum of thirty (30) minutes of travel time each way. The minimum compensation is two (2) hours of base salary and shall be calculated to the nearest one-quarter (1/4) hour of time worked. In the event in-person

response is required to either an incident in the field or to a City facility, arrival at the location in question should generally be within sixty (60) minutes of acknowledgment of the request. Should an officer not be able to make the 60-minute time frame and is still ordered in, travel time shall be paid as provided in this section

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage. Prior written authorization of the Chief of Police or his/her designee must be secured and communicated to the employee prior to the employee working overtime except as specified below.

In an emergency, if it is impossible or impractical to secure advance authorization from the Chief, his designee may authorize paid overtime.

Overtime shall be compensated to the nearest half hour. This shall apply to accumulation of all overtime during a work week.

6.4.1 Assignment of Patrol Overtime

The purpose of this section is to establish procedures in assigning overtime for vacant patrol positions. This section does not apply to emergency overtime assignments and callback.

6.4.2 Identification of Vacant Shift

Vacancies in the Patrol Bureau shifts should be identified at least one month in advance, when feasible. The Chief of Police will designate a person who will have the responsibility of determining which shifts will be vacant due to vacation, injured on duty, training or open positions in the patrol ranks.

6.4.3 Posting of the Sign-up List

Once the overtime vacancies have been identified, a sign-up sheet listing the vacant shifts will be posted in the briefing room on the bulletin board.

6.4.4 Sign-up Procedures

Unit members willing to volunteer for overtime assignments will be allowed to sign up for one shift every 24 hours so long as the volunteered-for shift meets the requirements of Section 5.5. Unit members are encouraged to sign up voluntarily. A bargaining unit member that signs up for a voluntary overtime shift shall be responsible to work that shift. If the employee cannot work that shift, then the employee shall be responsible for securing a replacement, absent extenuating circumstance.

~~Unit members wishing to volunteer for overtime assignments will be allowed to sign requirements of Section 5.6 have been met) for an additional shift, separate from their regular shift schedule, of overtime per day until the sign-up sheet is filled. Unit members are encouraged to sign up voluntarily.~~

6.4.5 Officer Assignments to Vacant Overtime Shifts

Attempts will be made to fill all vacant overtime slots with voluntary sign-ups. If this cannot be accomplished, then any and all Unit members may be assigned to the overtime shifts as needed. First choice of overtime to go to uniform personnel.

6.4.6 Outside Details Overtime

Overtime for outside details such as football games, filming, and parades shall be on a volunteer basis. If the assignments are not filled by volunteers, then any and all Unit members may be assigned as needed. First choice of overtime to go to uniform personnel.

7. ASSIGNMENT DIFFERENTIAL

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out of these assignments at the discretion of the Police Chief as part of the Department's job enrichment and career development program. In conformity with this understanding, unit personnel are required to sign a statement indicating they understand the temporary nature of the assignment.

Assignments receiving additional compensation include:

A. Detective: A sworn unit member assigned as a Detective will receive an additional five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3)Special Assignment Pay.

B. Special Enforcement Unit (SEU): A sworn unit member assigned to the Special Enforcement Unit will receive an additional five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special

Assignment Pay.

C. Field Training Officer (FTO): A sworn unit member, formally trained as a FTO, who is temporarily assigned to train newly sworn full-time department personnel and police reserves pursuing Level I certification will receive an additional five (5%) percent over his or her base wage. Designated FTO's and Level II trainers are required to be scheduled for assignment in advance by the FTO Supervisor; appointment as a FTO or Level II trainer shall be made by the Chief of Police or his designee.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

D. Motorcycle Officer/Traffic Investigator: A sworn unit member assigned as the Motorcycle Officer or Traffic Investigator will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

E. Detective Sergeant: A Sergeant assigned to the Investigations Unit will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

F. Communication Training Officer Pay (CTO) Pay - A non-sworn unit member temporarily assigned to train non-sworn dispatch personnel will receive an additional five (5%) percent increase over his or her base wage. Designated CTO's are required to be approved for assignments in advance by the Dispatch Supervisor. Appointment as a CTO shall be made by the Chief of Police.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

G. Canine Officer: A sworn unit member assigned as the Canine Officer will receive an additional five (5%) percent over his or her base wage. A Canine Officer will also receive additional compensation of two hundred ten dollars ($210.00) per month in recognition of the additional temporary assigned duties and responsibilities associated with the canine program including any time spent by the employee on or off duty in the care and maintenance of the animal. The monthly stipend is based on ten hours of off duty time for canine care and maintenance paid at a base rate of $14.00 per hour, paid at time and one half ($21.00 per hour).

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

H. Senior Officer/Sergeant: A sworn unit member temporarily assigned as a Senior Officer or a Sergeant shall be paid in accordance with the City's personnel rules and regulations

The parties agree that Temporary Upgrade Pay is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay. Unit personnel are only eligible for one Special Assignment pay and there can be no pyramiding of this pay.

I. On Call Detective Pay-All members of the Investigations Unit are eligible for Detective On-Call Pay. The Investigations Supervisor shall provide a schedule on at least a monthly basis. Senior Officers within the unit shall have first priority to volunteer for on-call shifts. The unit member on-call shall be compensated an additional $20.00 dollars per day. On-call pay will be paid in the event the member is called out to a scene.

7.1 Non Sworn

An employee in the class of Public Safety Dispatcher Clerk or Dispatch Supervisor who works between the hours of 6:00 PM and 6:00 AM shall receive a shift differential of seventy-five cents ($0.75) per hour over base wage. Overtime and workers' compensation to be determined using base wage.

The parties agree that Shift Differential Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Shift Differential Pay.

7.2 Educational Incentive

Unit personnel with either (1) an Associate's Degree, or (2) thirty (30) college units AND Intermediate POST Certificate shall receive a salary adjustment of ~~two~~ three (3~~2~~%) percent above their base wages.

Unit personnel with either (1) a Bachelor's Degree, or (2) thirty (30) college units AND an Advanced POST Certificate shall receive a salary adjustment of ~~four~~ five (45%) percent above their base wages.

Unit personnel with either (1) a Master's Degree, or (2) an Associate's Degree (or seventy-five (75) or more college units) AND a Supervisory POST Certificate shall receive a salary adjustment of ~~six~~ seven (~~6~~7%) percent above their base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to the Personnel Office for verification.

The parties agree that Educational Incentive Compensation is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(2) and 571.1(b)(2) Educational Pay and Peace Officer Standard Training (POST) Certificate Pay.

7.3 Promotional Process – Sworn Employees

The Chief of Police, with input from the SPPOA, will compose or cause to be composed a structured promotional testing process, that shall be codified in departmental policy, for the ranks of Senior Police Officer and Police Sergeant.

Utilizing industry standard testing methods, the testing process will assess the following factors to determine the member's suitability for promotion into the higher rank:

(a) Knowledge of departmental policies, procedures, and programs; i.e., community oriented policing, initiative management, leadership development, etc.

(b) Ability to analyze

(c) Ability to articulate

(d) Knowledge and preparation for the position the member seeks

(e) Demeanor

7.4 Tuition Reimbursement

Tuition reimbursement may be made up to three thousand five hundred per fiscal year in accordance with established City policy.

8. OTHER COMPENSATION AND BENEFITS

8.1 Uniforms and Equipment

The City will provide a uniform allowance to all sworn personnel beginning on July 1, 2005. The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $75.00 bi-weekly ($1950.00/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Chief of Police or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The uniform shall consist of the following, subject to Police specifications:

Item	Unit Price (ea)
Shirts-3	$40.00
Pants-3	$30.00
Belt-1	$10.00
Shoes-1	$50.00
Badge	Provided by Police Chief

Name Plate	Provided by Police Chief

In each subsequent twelve (12) month period after the first year of hire, the City shall provide an annual reimbursable uniform program, allowing up to a maximum of five hundred dollars ($500.00) reimbursement per year per dispatcher for these replacement uniform items: shirts, pants, belt and shoes. This program will allow Dispatch unit employees to purchase replacement uniform items from City approved vendors according to the itemized price list above, or personnel may elect to order from other vendors, with reimbursement to be paid according to the itemized price list above. All requests for uniform replacement and/or reimbursement must be submitted to the Police Chief or his/her designee for signature approval and forwarded to the Finance Department for payment.

The City will provide safety vests for all sworn employees.

All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each employee as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

8.2 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.3 Court Stand-By

Unit personnel placed on court standby time "on call" during their off-duty time who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive ~~fifty dollars ($50.00)~~two hours of standby pay at base rate of pay for court standby, per standby shift. Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department

the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

8.4 Personal Vehicle Use

The City seeks to contain mileage costs by providing City vehicles for employee use on City business when such vehicles are available. Prior to the use of a personal vehicle for City related business, the employee shall obtain pre-authorization from the Police Chief or his designee. When an employee receives proper pre-authorization to use a personal vehicle for City related business, and then uses his/her personal vehicle for City related business, the employee shall be reimbursed for actual mileage traveled at the current IRS rate. An exception to this policy is allowed for Court attendance.

8.6 Bilingual Pay Program

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive $1300.00 per year ($50.00 per pay period).

The parties agree that Bilingual Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) and 571.1(b)(3) Bilingual Pay.

8.7 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9. HOLIDAYS

On January 1st of each year, unit personnel will receive a Holiday Leave Bank with eleven (11) holidays paid at straight times and one Floating Holiday Leave Bank of 10 – 12 hours paid at straight time. Holiday leave hours received will be determined by the employees work schedule and will be accrued before every holiday pay period. Holiday hours cannot be used in excess of regular hours worked, or prior to being accrued. Floating holiday hours are to be used throughout the year, may be used for any purpose that vacation, sick, and compensatory leave may be used for, as long as prior approval is gained from the

Supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

All unit personnel assigned to patrol and dispatch will be required to work on a fixed holiday unless prior approval is gained from the Supervisor. All other unit personnel not assigned to patrol or dispatch will be required to take fixed holiday's off, unless prior approval is gained from the Chief of Police or designee. Holiday leave is intended to be used for fixed holidays, unless unit personnel is assigned to work at which point the holiday hours maybe used at a later regularly scheduled day, as approved the Chief of Police or designee. Unit personnel required to take the fixed holiday off, may not use other forms of accrued leave for the fixed holiday.

Except as otherwise provided, unit personnel within the representation unit shall have the following fixed holidays with pay:

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

One (1) floating/personal day

If a holiday is worked, unit personnel will receive pay at a straight-time rate for all hours worked, except when the Chief of Police or designee deems the call-back necessary to manage emergency situations or when unit personnel are required to work special events sponsored by the City or where the City contracts with third parties to provide police services that are reimbursable.

Unit employees may carry-over a maximum of eighty (80) hours of holiday leave from one calendar year to another, and may cash out a maximum of eighty (80) hours of holiday leave upon separation. Eligible holiday cash out includes all hours carried over from the prior

calendar year, and any unworked hours for holidays in the current calendar year.

An additional carryover of forty-eight holiday hours earned, but not used in November and December, may be carried over for ninety (90) days after the end of the calendar year. This additional carryover is separate from the eighty (80) hour maximum above and shall not be eligible for cash out.

10. VACATION

10.1 Vacation Entitlement

City previously agreed to temporarily extend the vacation cap from 280 hours to 320 hours until June 30, 2021. Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment. Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours.

Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

1. All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by

the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

2. Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

3. If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Department Head with the approval of the City Manager, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. In the event that an employee requests, but is repeatedly denied, vacation, and if such denial would cause the employee to exceed the two-hundred and eighty (280) hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3Vacation Schedule

In the scheduling of employee vacations, Department Heads will give first consideration to employee choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued vacation hours, up to 280 hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Vacation Leave Buyback

Each December, unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

A. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

B. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

C. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1

Sick or accident leave is not considered a right to which an employee may use at their discretion, but is allowed only in cases of actual sickness or disability which make it impossible for the employee to perform their normal work assignment or as otherwise allowed in this policy.

A. Sick leave beginning with the payroll period commencing September 27, 1988, has no cash value at employee termination.

B. Sick leave accrues at the following rate beginning with the payroll period commencing September 27, 1988:

1. Employees hired after October 1, 1988 are provided with a sick leave bank of forty (40) hours and immediately begin to accrue sick leave at the rate of eight (8) hours per month of service.

2. Current employees will continue to accrue sick leave at the rate of eight (8) hours per month of service.

C. In order to receive compensation while absent from duty on sick leave the employee, if physically able, must notify, or cause to be notified, their immediate supervisor or the Watch Commander at least two (2) hours prior to the beginning of the employee's regular daily duties.

D. When absent for more than three (3) work days, the employee must file a physician's certificate as to the reason(s) for their absence or a personal affidavit with the Personnel Officer stating the reason(s) for the absence. Failure to file the necessary documents within two (2) days following return to work will be cause for such absence to be charged as leave without pay. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Personnel Officer the employee has abused such privileges.

E. Employees may use their accumulated sick leave immediately after it has been earned, subject to the provisions for use of sick leave.

F. Employees may use their accumulated sick leave for absence due to only the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

H. Employees who have called in sick and who are on authorized sick leave shall be at their primary residence or available for either a phone call or visit by their supervisor during their hours they were scheduled to work in case their supervisor needs information from them.

Exceptions would include visits to doctor's offices, hospital, or scheduled place of treatment. Employees too ill to be available may be considered excepted as well.

11.2 Usage

Sick leave with pay up to the total number of accumulated sick leave hours shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's medical examiner at no cost to the employee.

11.3 Bereavement Leave

Leave with pay up to forty (40) hours per year shall be granted by the Department Head in case of the death of a mother, father, spouse, sister, brother, son, daughter, uncles, aunts, step-parents, step-children and in-laws, or grandparents. Bereavement leave or special sick leave in case of death or serious illness of other persons may be granted only upon approval of the City Manager. Bereavement shall be charged against accumulated sick leave.

11.4 Maternity Leave

Sick leave up to the limit of accumulated sick leave time shall be granted for pregnancy and normal recovery from childbirth. Additional time away from work due to maternity up to a total of six (6) months will be treated as leave without pay.

11.5 Paternity Leave

A maximum of five (5) days leave with pay shall be granted for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave.

11.6 Exceptions

Sick leave with pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement therein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made

if such would cause an employee to lose vacation, which could not be carried forward.

11.8 Sick Leave Pay Off

Accumulated sick leave will be credited to the employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.9 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head or designee.

12. INDUSTRIAL ACCIDENT LEAVE

12.1 Injury Leave

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement, he or she will receive compensation as provided under the State Worker's Compensation Act. Such officer will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the

Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such officer for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the department head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures. Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee in the competitive service shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a Police or City business matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Family Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave."

13.3 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation to less than forty (40.0) hours in each bank
2. All such transfers shall be approved by the City Manager or his designee.
3. All transfers shall be anonymous to the transferee.

14. BENEFITS AND INSURANCE

14.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City currently provides a $1458.90 per month ($729.45 paid for the 1st and 2nd pay periods of each month cafeteria benefit contribution toward each full-time eligible member of the unit. The City will provide for an increase, not to exceed 4% each calendar year, for any cost increases to the least-costly HMO family medical plan and the least costly family dental plan. Effective the first full pay period commencing on or after December 2023, the City shall provide $1,641.08 per month ($820.54 paid for the 1st and 2nd pay periods of each month).

Employees hired prior to July 1, 2021, electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1458.90 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,458.90, shall be eligible to cash out the difference between $1458.90 and the cost of the premium.

Employees hired after July 1, 2021, electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans.

14.2 Eligibility Date

When an employee commences work with the City, his/her health benefit distribution selection shall become effective the first of the month, following the date of employment. Deductions for benefits are made a month in advance.

14.3 Benefit Options

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.4 Enrollment

The times at which enrollment in or withdrawal from non-mandatory group life and disability income insurance plans is authorized shall be as established by City Policy subject to requirements of the insurance carriers.

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a City-side basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the annual fee and the enrolled employee monthly administrative fee. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation in the Plan.

14.6 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

14.7 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all employees of the Police unit at City expense.

14.8 Gym Membership

Effective the first day of the full pay period following ratification of this Agreements, Unit members will be eligible for gym membership reimbursement in accordance to the Citywide Wellness & Fitness Program Reimbursement Policy.

~~City and SPPOA agree to implement a Physical Fitness and Wellness Program to be developed by a committee comprised of representative of the City and the SPPOA. City and SPPOA shall make every effort to develop this Program within a year of the adoption of the MOU.~~

~~After adoption of the Wellness Program and upon proof of annual payment of gym membership, City shall reimburse the annual sum for the payment of membership fees for a physical fitness program available to Unit employees at qualified health clubs previously approved by the City Manager. This amount shall not exceed the actual membership fee paid or $300 per Unit employee who enrolls in that program, whichever is less. The amount shall not exceed $10,000.00 for the Unit or the actual membership fees paid, whichever is less~~.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic safety members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution, which is currently 9%. Should the member contribution change, the City and the Santa Paula Police Officer's Association agree to a reopener on the subject of member contribution to PERS.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, classic members (as defined by PEPRA) shall contribute three percent (3%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, new members (as defined by PEPRA) shall contribute one percent (1%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

15.3 City Matching Contribution to Deferred Compensation Plan

City will develop and implement program by January 2024 or earlier, if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan up to one percent (1%) of an employee's base salary. For example, if an employee earns $50,000 and contributes $25 per pay period or $650 annually, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

16. DISPUTES

All disputes arising under this agreement shall be resolved in accordance with the City's adopted grievance procedures.

17 WORKING CONDITIONS

17.1 No Smoking Policy

In accordance with the City's No Smoking Policy, smoking and chewing tobacco is not permitted in City offices, facilities and vehicles.

17.2 Employee Medical Examination

The City will notify unit employees that are required to submit proof that they were evaluated by their doctor once every three (3) years for employees age fifty (50) and over. Employees are to use their own employee medical health plan. Any deductible cost for the physical will be reimbursed by the City.

17.3 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general administrative matters.

17.4 General Safety Committee

The Association is authorized to have one-member representative to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.5 Modified Duty Policy

A modified duty policy will be implemented as was approved in the1994-95 Memorandum of Understanding.

18. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and agrees that the other shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement,

notwithstanding any other provisions of laws to the contrary, or as provided for in this agreement.

19. SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

20. TERM

This agreement shall be in effect from ~~September 6, 2023~~July 1, 2025 through June 30, ~~2025~~2027, and thereafter shall remain in full force and effect year-by-year until a subsequent signed MOU is reached by the parties.

NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

21. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Santa Paula Police Officers Association or the City Manager for the period ~~September 6, 2023~~July 1, 2025 through June 30, ~~2025~~2027, except as provided for in this agreement.

SANTA PAULA POLICE OFFICERS ASSOCIATION NEGOTIATING TEAM

~~Daniel C. McCarthy~~Rob Wexler
~~President~~Chief Negotiator

~~Evert Ponce~~ Wyatt Gates
~~Vice President~~

Daniel Potter

Hector Ramirez

CITY OF SANTA PAULA NEGOTIATING TEAM

Irma Rodriguez Moisa
Chief Negotiator

Lorena Alvarez
Human Resources Administrator

Proposed FY 25/26 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES MANAGER	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	PLANNING DIRECTOR	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	IT MANAGER	65.04	68.30	71.72	75.31	79.08	135,283.20	142,064.00	149,177.60	156,644.80	164,486.40
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	35.91	37.71	39.60	41.58	43.66	74,692.80	78,436.80	82,368.00	86,486.40	90,812.80
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40

Proposed FY 25/26 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed FY 26/27 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES MANAGER	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	PLANNING DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	IT MANAGER	68.97	72.42	76.05	79.86	83.86	143,457.60	150,633.60	158,184.00	166,108.80	174,428.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	38.57	40.50	42.53	44.66	46.90	80,225.60	84,240.00	88,462.40	92,892.80	97,552.00
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80

Proposed FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Administrator

Subject: 2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE MID MANAGEMENT ASSOCIATION

Date: August 6, 2025

Agenda Item: 10.E

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 7580, approving the Memorandum of Understanding between the City of Santa Paula and the Mid Management Association for the period of July 1, 2025 through June 30, 2027.
2. Adopt the proposed salary schedule for FY 2025-26 and 2026-27.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Mid Management Association (MMA) expired on June 30, 2025. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the MMA towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The Mid Management Association ratified the tentative agreement on July 2, 2025. This action tonight seeks City Council approval of the terms and conditions, as negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with Mid Management Association expired on June 30, 2025. Below are key items that have been negotiated:

- Term of the Agreement shall be from July 1, 2025 through June 30, 2027.
- Effective the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3%) adjustment to base wages.
- Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages.
- A one-time, non-pensionable retention bonus, two percent (2%) of the employee’s base salary to all full-time employees who worked the entire previous fiscal year (July 1, 2024 to June 30, 2025).

- Phased Cafeteria increase from $1450.00 to $1650.00 over the term of the agreement
- Education incentive increase to Police Commander positions.
- Ten (10%) percent increase to boot and safety glasses allowances.
- $500 increase to Tuition Reimbursement, for a total of $3500 per fiscal year.

In addition to the general wage increases above, the City will implement additional increases to the top of the wage schedule to address the completed 2025 Compensation Study as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated into the Budget for Fiscal Years 2025/26 and 2026/27.

OPTIONS:

1. Approve Resolution No. 7580, approving the Memorandum of Understanding between the City of Santa Paula and the Mid Management Association for the period of July 1, 2025 through June 30, 2027.

2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7580.doc
Exhibit A to Resolution No. 7580.docx
Redline.pdf
Salary Schedules 25.26
Salary Schedules 26.27

RESOLUTION NO. 7580

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2025-2027 BETWEEN THE CITY OF SANTA PAULA AND THE MID MANAGEMENT ASSOCIATION

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Mid Management Association, a duly recognized employee organization representing the City of Santa Paula's Mid Management employees, met and conferred in good faith and fully communicated and exchanged information concerning salaries, hours and the terms and conditions of employment for contract years 2025-2027.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2025-2027 between the City of Santa Paula and the Mid Management Association. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, AND ADOPTED, this 6th day of August, 2025.

_____

Pedro Chavez, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Daniel Singer, City Manager

MEMORANDUM OF UNDERSTANDING

MID-MANAGEMENT ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milas Brown Act (Government Code Section 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City", and the Mid-Management Association, hereinafter designated "Association".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2025-2027 commencing July 1, 2025 and concluding June 30, 2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Mid-Management Association, as represented by the Association, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental, or physical disability, and/or any other category protected by federal or state law.

2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part

of the new orientation process. The Association will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

4.1 Salary Adjustments

Effective the first full pay period following July 1, 2025 ratification of this Agreement by the Mid-Management Association and adoption of the Agreement by the City Council, Unit employees shall:

a. Effective the first day of the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3.0%) adjustment to base wages/salaries.

b. Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages/salaries.

c. A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

   This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

<u>Salary Survey Implementation</u>

In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by the Association as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's salary anniversary date.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this resolution. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.5 Employment Status

In accordance with the Fair Labor Standards Act, all Mid-Management employees are designated as exempt from the provisions of the Act and are not eligible for overtime compensation except in the limited circumstances for Police Commander and Assistant Fire Chief, as specified below.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty-four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (40-hour work week) work schedule is eight (8) hours of work within a period not to exceed (9), consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Resolution and except for bona fide emergencies, such schedules shall not be altered without consulting with unrepresented Mid-Management employees. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an

eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Flex time may not be used to supplement or replace holiday leave pay.

Police Commander Only: The daily schedule is an eight (8) hour work schedule (40 hour work week) inclusive of breaks and a one half (1/2) hour meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Rest Period

One (1) fifteen (15) minute rest break with pay shall be provided to Mid-Management for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

5.6 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

5.7 Time Between Shifts

Police personnel covered under this agreement shall have a minimum of 8 hours between assigned shifts with a maximum of 18 hours of work per shift except under emergency conditions or pre-approval by management.

5.8 Reopener for 4/10 Work Schedule

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 working schedule.

5.9 Working In a Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

6 BENEFITS AND INSURANCE

6.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each Mid-Management employee to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within

the Cafeteria Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2025, the City shall provide $1,550.00 per month ($775.00 paid for the 1st and 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December 2026, the City shall provide $1,650.00 per month ($825.00 paid for the 1st and 2nd pay period each month)) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City will grant a reopener on the amount of the monthly cafeteria benefit contribution should the City's SEIU Local 721 employees receive an increase in their cafeteria benefit during the term of the agreement.

6.1.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

6.1.3 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

6.1.4 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

6.2 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. In each current FSA Plan year, November 1st to October 31st , the City will pay the annual fee and the per enrolled employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation its participation in the optional dependent care assistance program and health care reimbursement plan portion of the section 125 plan.

6.3 City Matching Contribution to Deferred Compensation Plan

The City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

6.4 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

6.5 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Mid-Management employees at City expense**.**

7 RETIREMENT

7.1 Public Employees' Retirement System

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A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic "Safety" members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

1. Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

7.2 Contribution to PERS

All safety and miscellaneous "classic" members will pay the full member contribution.

All safety and miscellaneous "new" members will pay one-half the normal cost, as determined by CalPERS.

8 OTHER COMPENSATION AND BENEFITS

8.1 Bilingual Pay

Employees may be eligible to receive bilingual pay of $50.00 per pay period ($1,300.00 per year). Employee eligibility will be determined by the Department Director based on the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish or any other language including but not limited to sign language. The program is one of the many ways our City Council encourages employees to provide the best customer service possible to our community. The City has determined that all classifications in this bargaining unit as of June 2023 are eligible for bilingual pay."

8.2 Education Tuition Assistance

Tuition reimbursement may be made up to three thousand five hundred dollars ($3,500.00) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2.1 Education Incentive-Police Commander

To receive a six (6%) salary adjustment above the regular base salary level, a Police Commander must have either: 1) Bachelor of Arts/Science Degree in Police Science or related field or 2) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Supervisory Certificate. To receive an nine percent (9%) salary adjustment above the regular base salary, a Police Commander must have 1) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Management Certificate or 2) Master's degree. To receive an educational incentive, a Police Commander is required to present the original certificate or diploma or other substantiating records to Human Resources Department for verification.

8.3 City Vehicle Usage

The City will assign "Take-Home" vehicles for Safety positions, the Chief Building Official, and Water Superintendent, to be used in the course of the performance of official duties and as authorized by the City Manager.

8.4 Car Allowance

The Assistant Finance Director, Assistant Public Works Director, and the Planning and Economic Development Manager will receive a car allowance of $175.00 per month.

8.5 Uniform and Equipment Allowance

The City selects and purchases uniforms and equipment for employees that are required to wear uniforms. Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. The employee will be responsible for the cost of repair and/or replacement of uniforms and equipment damaged as a result of negligence. The Department Director or his or her designee will make a complete investigation of each incident and will submit findings and recommendations, including the recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.51 Uniform and Equipment Allowance (Police)

The City will provide a uniform allowance for the position of Police Commander which will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $65.39/bi-weekly ($1,700.14/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Police Chief or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The City will provide safety vests for all sworn employees. All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

8.5.2 City Contribution-Safety Glasses

All Mid-Management employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of two hundred seventy- five dollars ($275.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Mid-Management employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City

Manager for final approval. Eye examinations are the responsibility of the employee.

8.5.3 City Contribution-Safety Boots

All Mid-Management employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of two hundred seventy-five dollars ($275.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All Mid-Management employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval.

8.6 Outside Detail Overtime

Police: It is recognized that in police work, unanticipated demands may occasionally result in the need to work excess hours that exceed those routinely worked in a management level position. Therefore, overtime may be authorized by the Chief of Police, on an exception only basis, for hours worked beyond the normal workweek in order to manage extreme emergencies, critical short-notice Watch Commander duties, or major incidents that require an inordinate amount of time and attention to complete the assignment. Requests for overtime must be authorized in advance. The Police Commander position is eligible to sign up for Special Contract Details or other special events that are funded by an outside source. Movie detail is to be paid at double time.

8.7 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.8 Emergency Disasters

Personnel who routinely respond to emergencies will be reimbursed portal to portal for time committed to the incident. Personnel will be compensated at 1 ½ time rate over there normal shift for all emergency incidents, and will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9 HOLIDAYS

The City will provide employees with a Holiday Leave Bank that matches their approved scheduled work week.

On January 1st of each year, unit personnel will also receive a Floating Holiday Leave Bank of eighteen (18) hours.

On January 1st of each year, unit personnel will receive a Holiday Leave Bank to be used exclusively for City observed holidays as follows:

- 36 hours for employees on a 9/80 schedule
- 40 hours for employees on a 4/10 schedule

On July 1st of each year unit personnel will receive a Holiday Leave Bank to be used exclusively for City-observed holidays as follows:

- 72 hours for employees on a 9/80 schedule
- 80 hours for employees on a 4/10 schedule

For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay.

Employees would not have the option of working when the City was closed for a holiday if they did not have any leave time available. The following days are considered holidays:

New Year's Day -January 1
Martin Luther King Day -Third Monday in January
Presidents' Day -Third Monday in February
Memorial Day -Last Monday in May
Independence Day -July 4
Labor Day -First Monday in September
Veteran's Day-November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day -December 25
New Year’s Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10 VACATION ENTITLEMENT

10.1 Vacation Leave

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen years, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 GENERAL PROVISIONS

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280-hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Effects of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.4 Administrative / Vacation Leave Buyback

Unit employees may buyback vacation and/or admin leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11 SICK LEAVE

11.1 General Provisions

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.1.3 Usage

Employees may use their accumulated sick leave immediately after it has been earned. Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

In addition to the sick leave usage allowed by City Personnel Rules, employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.
2. Exposure of the employee to a contagious disease.
3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.
4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.
5. Other reasons as approved by the Personnel Officer or designee.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than 40.0 hours.
2. All such transfers shall be approved by the Personnel Officer or his/her designee.
3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations**.**

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave:

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits:

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

11.9 Sick Leave Pay Off

Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

12 INDUSTRIAL ACCIDENT LEAVE

12.1 Industrial Accident Leave

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave

following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a 'doctor of his/her choice.

12.1.2 Injury Leave (Police)

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement, he or she will receive compensation as provided under the State Worker's Compensation Act. Such employee will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such employee for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, or his designee, who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the Department Head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures.

Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13 SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter;
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave may be exhausted. Sick leave accruals may not be used for non-medical leaves. Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Administrative Leave

All Unit employees shall accrue administrative leave at the rate of seventy (70) hours per calendar year. Effective January 1, 2018, on January 1st of each year and on July 1st of each year, unit personnel will receive an Administrative Leave Bank of thirty-five (35) hours paid at straight time to be used for Administrative Leave. Employees may accumulate a maximum of seventy (70) hours per calendar year, and a maximum of thirty-five (35) hours may be carried into the following calendar year. There shall be no proration of this leave benefit. Administrative leave has no cash value and is not paid out to terminating employees.

14 WORKING CONDITIONS

14.2 Drug and Alcohol Testing

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

14.3 Orientation Period

With the exception of Public Safety employees, the orientation period of newly hired employees shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City. The orientation period of Public Safety employees is one year, as with regular sworn police and fire employees.

14.4 Layoff Procedure

Until such time as the parties have met regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

14.5 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off"' period. An employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

14.6 Grievance

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

14.7 Disciplinary Action

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

14.8 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

14.9 Safe Working Conditions

The City shall provide safe working conditions for all Mid-Management as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee.

14.9.1 Work Site Safety Practices

Mid-Management shall cooperate with management in maintaining good work site safety practices in all facilities.

14.9.2 Reporting Unsafe Conditions

Mid-Management shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

14.9.3 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

15 COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this agreement, notwithstanding any other provisions of laws to the contrary, or as provided for in this agreement.

16 SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

17 NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

18 TERM

This Agreement shall be in effect from July 1, 2025 through June 30, 2027. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

19 FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Association or the City Manager for the period July 1, 2025 through June 30, 2027, except as provided for in this agreement.

MID-MANAGEMENT ASSOCIATION NEGOTIATING TEAM

_____

Beatriz Jimenez
Assistant Finance Director

_____

Francisco Ramirez-Almazan
Water Operations Superintendent

_____

Eric Starna
Police Commander

CITY OF SANTA PAULA NEGOTIATING TEAM

_____

Irma Rodriguez Moisa
Chief Negotiator

_____

Lorena Alvarez
Human Resources Administrator

APPENDIX A

POSITION CLASSIFICATION AND COMPENSATION PLAN

Job Class	Position Title
200	**Mid-Management**
202	Assistant Finance Director
205	Police Commander
207	Assistant Public Works Director
208	Chief Building Official
214	Planning and Economic Development Manager
215	Water Operations Superintendent

MEMORANDUM OF UNDERSTANDING

MID-MANAGEMENT ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milas Brown Act (Government Code Section 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City", and the Mid-Management Association, hereinafter designated "Association".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year ~~2023~~2025 ~~2025~~ 2027 commencing July 1, ~~2023~~ 2025 and concluding June 30, ~~2025~~2027.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Mid-Management Association, as represented by the Association, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental, or physical disability, and/or any other category protected by federal or state law.

2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part

of the new orientation process. The Association will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

Effective the first full pay period following July 1, ~~2023~~ 2025 ratification of this Agreement by the Mid-Management Association and adoption of the Agreement by the City Council, Unit employees shall:

Effective the first day of the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3.0%) adjustment to base wages/salaries.

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Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages/salaries.

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Salary Survey Implementation:

In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by MMA as follows:

Effective the first day of the pay period following July 1, 2025, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

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Retention Bonus:

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A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to

recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

~~receive a five percent (5.0%) cost of living adjustment to base salaries.~~

~~Effective the first full pay period following July 1, 2024, Unit employees shall receive a four (4%) cost of living adjustment to base salaries.~~

~~In addition, a $1,500.00 Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2,000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City as of December 1, 2024. These bonuses are not added to base salary and are not PERSable compensation.~~:

4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's salary anniversary date.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this resolution. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.5 Employment Status

In accordance with the Fair Labor Standards Act, all Mid-Management employees are designated as exempt from the provisions of the Act and are not eligible for overtime compensation except in the limited circumstances for Police Commander and Assistant Fire Chief, as specified below.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty-four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (40-hour work week) work schedule is eight (8) hours of work within a period not to exceed (9), consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Resolution and except for bona fide emergencies, such schedules shall not be altered without consulting with unrepresented Mid-Management employees. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Flex time may not be used to supplement or replace holiday leave pay.

Police Commander Only: The daily schedule is an eight (8) hour work schedule (40 hour work week) inclusive of breaks and a one half (1/2) hour meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Rest Period

One (1) fifteen (15) minute rest break with pay shall be provided to Mid-Management for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following

Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

5.6 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

5.7 Time Between Shifts

Police personnel covered under this agreement shall have a minimum of 8 hours between assigned shifts with a maximum of 18 hours of work per shift except under emergency conditions or pre-approval by management.

5.8 Reopener for 4/10 Work Schedule

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 working schedule.

5.9 Working In a Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent

greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

6 BENEFITS AND INSURANCE

6.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each Mid-Management employee to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December ~~2023~~2025, the City shall provide $1,~~350~~550.00 per month ($~~675~~775.00 paid for the 1st and 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December ~~2024~~2026, the City shall provide $1,~~450~~650.00 per month ($~~725~~825.00 paid for the 1st and 2nd pay period each month)) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1,000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000.00, shall be eligible to cash out the difference between $1,000.00 and the cost of the premium.

New employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500.00, shall be eligible to cash out the difference between $500.00 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City will grant a reopener on the amount of the monthly cafeteria benefit contribution should the City's SEIU Local 721 employees receive an increase in their cafeteria benefit during the term of the agreement.

6.1.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

6.1.3 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

6.1.4 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

6.2 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. In each current FSA Plan year, November 1st to October 31st , the City will pay the annual fee and the per enrolled employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation its participation in the optional dependent care assistance program and health care reimbursement plan portion of the section 125 plan.

6.3 City Matching Contribution to Deferred Compensation Plan

The City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

6.4 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

6.5 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Mid-Management employees at City expense.

7 RETIREMENT

7.1 Public Employees' Retirement System

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A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic "Safety" members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA)

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA

1. Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

7.2 Contribution to PERS

All safety and miscellaneous "classic" members will pay the full member contribution.

All safety and miscellaneous "new" members will pay one-half the normal cost, as determined by CalPERS.

8 OTHER COMPENSATION AND BENEFITS

8.1 Bilingual Pay

Employees may be eligible to receive bilingual pay of $50.00 per pay period ($1,300.00 per year). Employee eligibility will be determined by the Department Director based on the operational needs of the department.

Consistent with the above eligibility determinations, and to recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish or any other language including but not limited to sign language. The program is one of the many ways our City Council encourages employees to provide the best customer service possible to our community. The City has determined that all classifications in this bargaining unit as of June 2023 are eligible for bilingual pay."

8.2 Education Tuition Assistance

Tuition reimbursement may be made up to three thousand five hundred dollars ($3,~~000~~500.00) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2.1 Education Incentive-Police Commander

To receive a ~~five~~ six (6~~5~~%) salary adjustment above the regular base salary level, a Police Commander must have either: 1) Bachelor of Arts/Science Degree in Police Science or related field or 2) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Supervisory Certificate. To receive an ~~eight~~ nine percent (~~8~~9%) salary adjustment above the regular

base salary, a Police Commander must have 1) Ninety (90) or more college units in an approved Police Science curriculum AND a P.O.S.T. Management Certificate or 2) Master's degree. To receive an educational incentive, a Police Commander is required to present the original certificate or diploma or other substantiating records to Human Resources Department for verification.

8.3 City Vehicle Usage

The City will assign "Take-Home" vehicles for Safety positions, the Chief Building Official, and Water Superintendent, to be used in the course of the performance of official duties and as authorized by the City Manager.

8.4 Car Allowance

The Assistant Finance Director, Assistant Public Works Director, and the Planning and Economic Development Manager will receive a car allowance of $175.00 per month.

8.5 Uniform and Equipment Allowance

The City selects and purchases uniforms and equipment for employees that are required to wear uniforms. Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. The employee will be responsible for the cost of repair and/or replacement of uniforms and equipment damaged as a result of negligence. The Department Director or his or her designee will make a complete investigation of each incident and will submit findings and recommendations, including the recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.51 Uniform and Equipment Allowance (Police)

The City will provide a uniform allowance for the position of Police Commander which will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $65.39/bi-weekly ($1,700.14/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Police Chief or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The City will provide safety vests for all sworn employees. All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

8.5.2 City Contribution-Safety Glasses

All Mid-Management employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of two hundred ~~fifty~~ seventy-five dollars ($~~250~~275.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Mid-Management employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.5.3 City Contribution-Safety Boots

All Mid-Management employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of two hundred ~~and fifty~~seventy-five dollars ($~~250~~275.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All Mid-Management employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval.

8.6 Outside Detail Overtime

Police: It is recognized that in police work, unanticipated demands may occasionally result in the need to work excess hours that exceed those routinely worked in a management level position. Therefore, overtime may be authorized by the Chief of Police, on an exception only basis, for hours worked beyond the normal workweek in order to manage extreme emergencies, critical short-notice Watch Commander duties, or major incidents that require an inordinate amount of time and attention to complete the assignment. Requests for overtime must be authorized in advance. The Police Commander position is eligible to sign up for Special Contract Details or other special events that are funded by an outside source. Movie detail is to be paid at double time.

8.7 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.8 Emergency Disasters

Personnel who routinely respond to emergencies will be reimbursed portal to portal for time committed to the incident. Personnel will be compensated at 1 ½ time rate over there normal shift for all emergency incidents, and will be required to mark "overtime" versus "comp time" on their

time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9 HOLIDAYS

The City will provide employees with a Holiday Leave Bank that matches their approved scheduled work week.

On January 1st of each year, unit personnel will also receive a Floating Holiday Leave Bank of eighteen (18) hours.

On January 1st of each year, unit personnel will receive a Holiday Leave Bank to be used exclusively for City observed holidays as follows:

- 36 hours for employees on a 9/80 schedule
- 40 hours for employees on a 4/10 schedule

On July 1st of each year unit personnel will receive a Holiday Leave Bank to be used exclusively for City-observed holidays as follows:

- 72 hours for employees on a 9/80 schedule
- 80 hours for employees on a 4/10 schedule

~~On January 1st of each year, unit employees will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours.~~

~~On July 1st of each year, each confidential employee will receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used exclusively for City observed holidays.~~ For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay.

Employees would not have the option of working when the City was closed for a holiday if they

did not have any leave time available. The following days are considered holidays:

New Year's Day -January 1
Martin Luther King Day -Third Monday in January
Presidents' Day -Third Monday in February
Memorial Day -Last Monday in May
Independence Day -July 4
Labor Day -First Monday in September
Veteran's Day-November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day -December 25
New Year's Eve – December 31
Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10 VACATION ENTITLEMENT

10.1 Vacation Leave

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen years, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 GENERAL PROVISIONS

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 280-hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Effects of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.4 Administrative / Vacation Leave Buyback

Unit employees may buyback vacation and/or admin leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11 SICK LEAVE

11.1 General Provisions

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.1.3 Usage

Employees may use their accumulated sick leave immediately after it has been earned. Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

In addition to the sick leave usage allowed by City Personnel Rules, employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.
2. Exposure of the employee to a contagious disease.
3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.
4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.
5. Other reasons as approved by the Personnel Officer or designee.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than 40.0 hours.
2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave:

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits:

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

11.9 Sick Leave Pay Off

Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

12 INDUSTRIAL ACCIDENT LEAVE

12.1 Industrial Accident Leave

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a 'doctor of his/her choice.

12.1.2 Injury Leave (Police)

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement,

he or she will receive compensation as provided under the State Worker's Compensation Act. Such employee will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such employee for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, or his designee, who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the Department Head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures.

Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13 SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter;
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave may be exhausted. Sick leave accruals may not be used for non-medical leaves. Under no circumstances, unless

approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Administrative Leave

All Unit employees shall accrue administrative leave at the rate of seventy ~~sixty-two~~ (70~~62~~) hours per calendar year. Effective January 1, 2018, on January 1st of each year and on July 1st of each year, unit personnel will receive an Administrative Leave Bank of thirty-five~~one~~ (35~~1~~) hours paid at straight time to be used for Administrative Leave. Employees may accumulate a maximum of seventy ~~sixty-two~~ (70~~62~~) hours per calendar year, and a maximum of thirty-five~~wenty-four~~ (35~~24~~) hours may be carried into the following calendar year. There shall be no proration of this leave benefit. Administrative leave has no cash value and is not paid out to terminating employees.

14 WORKING CONDITIONS

14.2 Drug and Alcohol Testing

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

14.3 Orientation Period

With the exception of Public Safety employees, the orientation period of newly hired employees shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City. The orientation period of Public Safety employees is one year, as with regular sworn police and fire employees.

14.4 Layoff Procedure

Until such time as the parties have met regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

14.5 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off' period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off" period. An

employee who timely rescinds his or her resignation during the "cooling off' period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

14.6 Grievance

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

14.7 Disciplinary Action

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

14.8 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

14.9 Safe Working Conditions

The City shall provide safe working conditions for all Mid-Management as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee.

14.9.1 Work Site Safety Practices

Mid-Management shall cooperate with management in maintaining good work site safety practices in all facilities.

14.9.2 Reporting Unsafe Conditions

Mid-Management shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

14.9.3 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

15 COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this agreement, notwithstanding any other provisions of

laws to the contrary, or as provided for in this agreement.

16 SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

17 NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

18 TERM

This Agreement shall be in effect from July 1, 2025~~3~~ through June 30, 2027~~5~~. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

19 FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Association or the City Manager for the period July 1, 2025~~3~~ through June 30, 2027~~5~~, except as provided for in this agreement.

MID-MANAGEMENT ASSOCIATION NEGOTIATING TEAM

Beatriz Jimenez
Assistant Finance Director

Francisco Ramirez-Almazan
Water Operations Superintendent

Eric Starna~~Tom Tarantino~~
Police Commander ~~lanning and Economic Development Manager~~

CITY OF SANTA PAULA NEGOTIATING TEAM

Irma Rodriguez Moisa
Chief Negotiator

Lorena Alvarez
Human Resources Administrator

POSITION CLASSIFICATION AND COMPENSATION PLAN

Job Class	Position Title
200	**Mid-Management**
202	Assistant Finance Director
205	Police Commander
207	Assistant Public Works Director
208	Chief Building Official
214	Planning and Economic Development Manager
215	Water Operations Superintendent

Proposed FY 25/26 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES MANAGER	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	PLANNING DIRECTOR	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	IT MANAGER	65.04	68.30	71.72	75.31	79.08	135,283.20	142,064.00	149,177.60	156,644.80	164,486.40
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	35.91	37.71	39.60	41.58	43.66	74,692.80	78,436.80	82,368.00	86,486.40	90,812.80
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40

Proposed FY 25/26 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed FY 26/27 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES MANAGER	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	PLANNING DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	IT MANAGER	68.97	72.42	76.05	79.86	83.86	143,457.60	150,633.60	158,184.00	166,108.80	174,428.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	38.57	40.50	42.53	44.66	46.90	80,225.60	84,240.00	88,462.40	92,892.80	97,552.00
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80

Proposed FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOLID WASTE SOLUTIONS, INC.

Date: August 6, 2025

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute proposed Contract Amendment No. 1 to the Professional Services Agreement with Solid Waste Solutions, Inc., for comprehensive oversight and planning of the City's solid waste franchise agreement with Athens Services and compliance with state mandated solid waste programs by CalRecycle.

BACKGROUND:

In August, 2019, the City contracted with Solid Waste Solutions, Inc. (SWS) to provide planning; program development, especially regarding Senate Bill 1383 (Lara, 2016); day-to-day tracking of existing waste programs; annual reporting; and compliance with various CalRecycle programmatic regulations. The direction provided by Council was for staff to provide a notice of intent to extend the agreement by two years, from May 31, 2020 through May 30, 2022. Since that time, the City and Consultant have entered into consecutive one-year agreements for professional services. The most recent agreement which ended June 30, 2025 ("2024 Agreement") was for compensation not-to-exceed $31,700.00. (Exhibit B.) The proposed Amendment would extend the 2024 Agreement for one year through June 30, 2026 and increase the total compensation by $25,000, effective July 1, 2025.

ANALYSIS:

On or around July 1, 2024, SWS submitted a proposal for certain solid waste management services for a not-to-exceed amount of $31,700 through June 30, 2025, soon after which the City and SWS entered into a Contract for Professional Services (Contract No. 25-1020-2024).

The City and SWS now desire to amend the agreement to extend the term for an additional year, define the scope of services for Fiscal year 2025/2026, and establish maximum compensation and rates for Fiscal Year 2025/2026 for a not-to-exceed amount of $25,000. The scope of services to this requested amendment is attached as Exhibit A.

STRATEGIC PLAN:

The extension of this consulting and monitoring service contract supports the City's goal of maintaining the City's infrastructure to be safe and sustainable by ensuring comprehensive solid waste collection and recycling services.

FISCAL IMPACTS:

SWS's 2024 Agreement was for a not-to-exceed amount of $31,700 for routine solid waste support services. The proposed amendment and scope will provide an additional $25,000 to continue with routine solid waste support services, while also providing a contract amendment and extension to June 30, 2026.

Table 1: Amendment to Solid Waste Solutions Agreement

Fiscal Year	Original Contract	Amendment Requested	Net Increase (Reduction)
2024/2025	$31,700	$0.00	$31,700
2025/2026	$0.00	$25,000	$25,000
Total Amount	$31,700	$25,000	$56,700

The account number for this work is 206-5-5026-209. These costs have been incorporated into the FY 25/26 budget.

OPTIONS:

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

1. Do not approve Amendment No. 1 to the Professional Services Agreement with Solid Waste Solutions which will significantly limit the City's ability to comply with ongoing solid waste program tasks required by state regulations and instead seek proposals for such services from other consulting firms.

ATTACHMENTS:

Exhibit A - Amendment No. 1.pdf
Exhibit B - 2024 Agreement.pdf

EXHIBIT A

Amendment No. 1 to the Contract for Professional Services Agreement Between the City of Santa Paula and Solid Waste Solutions, Inc.

AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND SOLID WASTE SOLUTIONS, INC.

This Amendment No. 1 ("Amendment") to that certain Contract for Professional Services (Contract No. 25-1020-2024) is entered into as of August 6, 2025 by and between the City of Santa Paula, a general law city and municipal corporation ("City"), and Solid Waste Solutions, Inc., a California corporation ("Consultant").

SECTION 1: Recitals. This Amendment is made with reference to the following facts and objectives:

A. On or about June 26, 2019, the City and Consultant entered into a Contract for Professional Services (Contract No. 19-01460) for certain solid waste management services with a term ending June 30, 2020 for compensation not to exceed $20,000.00 ("First Agreement").

B. On or about May 27, 2020 the City and Consultant entered into a another Contract for Professional Services (Contract No. 19-01710) for certain solid waste and project management services with a term starting July 1, 2020 and ending June 30, 2021 ("Second Agreement"). Total compensation was set at a not-to-exceed amount of $17,000.00.

C. In June 2021, the City and Consultant entered into another Contract for Professional Services (Contract No. 21-10008) for certain solid waste management services with a term starting July 1, 2021 and ending June 30, 2022 ("Third Agreement"). Total compensation was set at a not-to-exceed amount of $31,500.00.

D. On or about August 29, 2022 the City and Consultant entered into another Contract for Professional Services (Contract No. 22-02738) for certain solid waste management services with a term starting July 1, 2022 and ending June 30, 2023 ("Fourth Agreement"). Total compensation was set at a not-to-exceed amount of $31,500.00.

E. On or about July 1, 2023 the City and Consultant entered into another Contract for Professional Services (Contract No. 23-02947) for certain solid waste management services with a term starting July 1, 2023 and ending June 30, 2024 ("Fifth Agreement"). Total compensation was set at a not-to-exceed amount of $31,700.00.

F. On or about July 1, 2024, the City and Consultant entered into a another Contract for Professional Services (Contract No. 25-1020-2024) for certain solid waste management services with a term starting July 1, 2024 and ending June 30, 2025 ("Agreement"). Total compensation was set at a not-to-exceed amount of $31,700.00.

G. City and Consultant desire to amend the Agreement to extend the term for an additional year, define the scope of services for Fiscal Year 2025/2026, and establish maximum compensation and rates for Fiscal Year 2025/2026.

SECTION 2: Amendment. In consideration of the foregoing and pursuant to Section 28 of the Agreement, the Agreement is amended as follows:

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

"C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed Thirty-One Thousand Seven Hundred dollars and no cents ($31,700.00) for Fiscal Year 2024/2025 and an amount not to exceed Twenty-Five Thousand dollars and no cents ($25,000.00) for Fiscal Year 2025/2026, unless otherwise specified by written amendment to this Agreement."

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

"7. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2024 and shall expire on June 30, 2026, unless earlier termination occurs under Section 11 of this Agreement, or extended by mutual written agreement of the parties."

C. Section 34, entitled "Disclosure Required," is amended to read as follows:

"34. 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."

D. Exhibit A attached to this Amendment replaces Exhibit A (Scope of Services) to the Agreement. Exhibit A to this Amendment describes the scope of services and compensation for FY 2025-2026.

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

SECTION 4: Limited Amendment. Except as modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the provisions of this Amendment shall control. Whenever the term "Agreement" is used in the Agreement, it shall mean the Agreement as amendment by this Amendment.

N WITNESS WHEREOF the parties hereto have executed this Amendment on the day and year first hereinabove written.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

SOLID WASTE SOLUTIONS, INC.

By: _____
Kimberly Nilsson
President

FED TAX ID: 77-0512419

EXHIBIT A

Scope of Services and Compensation

[attached behind]

Solid Waste Solutions, Inc.

February 28, 2025

Dale Goodman, Public Works Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061-0569

Subject: Solid Waste Project Management Proposal for FY 2025/2026

Dear Dale,

Attached, please find the scope of work and costs associated with the request for Solid Waste Solutions, Inc. (SWS) to continue to provide solid waste and project management services to the City of Santa Paula through June 2026.

This work's scope encompasses activities that maintain the City of Santa Paula's solid waste management programs in compliance with CalRecycle. These programs include, but are not limited to: ensuring compliance with State of California solid waste reporting and programmatic requirements; satisfying annual, state-required (SB 1383) organic waste diversion programs for both a City and regional basis; preparation of state-required (CalRecycle) annual reports; annual reconciliation of Recycling and Disposal Reporting System (RDRS) solid waste tonnage tracking; and grant reporting.

Thank you in advance for your confidence in our firm to provide solid waste services to the City. It is our goal to provide professional, cost-effective service to our clients.

Sincerely,

Kimberly Nilsson

Kimberly C. Nilsson
President

Attachment

S.W.S. Inc./City Permit Services, 25 W. Rolling Oaks Dr., Suite 201, 1000 Oaks, CA 91361
Phone: (805) 495-7521 Fax: (805) 495-7621 E-mail: info@sws-inc.com

Exhibit A: Scope of Services: Solid Waste Project Management Services

Item 1: Solid Waste Services: SWS will continue to provide all on-call solid waste services to the City of Santa Paula. Services shall include, but not be limited to the following:

1. Preparation of the CalRecycle Annual Report as required by the State:
Per California Assembly Bill 939, all cities are required to prepare and submit an annual report on the status of the solid waste diversion and program implementation for the jurisdiction. This task includes gathering all disposal and diversion data from the local landfill and reporting agencies, the solid waste haulers, and any data regarding City's implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. This data shall be included in the preparation of the online CalRecycle Annual Report, due August 1 annually.

2. Program Implementation and Reporting for AB341, AB1826 and SB 1383 :
SWS will help the City staff update existing City solid waste programs further to increase the diversion of waste from the landfill. These tasks may include but are not limited to:

- Participate in CalRecycle and local and regional stakeholder meetings, as requested
- Special Events Reporting & tracking, as required.
- Assist the City with ongoing compliance with State Assembly Bills, including AB 341, AB 1826, and SB 1383.
    - Monitoring and tracking of the implementation of AB 341 Mandatory Commercial Recycling
    - Monitoring and tracking of the implementation of AB 1826 Organics and the 2-cubic yard implementation trigger.
    - Continued development and monitoring/reporting of SB 1383 Program and associated CalRecycle Local Assistance Grants. This includes coordination with City ordinance, continued development of the program exemption/waiver process, self-hauler and 3rd party recycling identification and tracking, program enforcement, organics procurement and coordination of edible food recovery. This task also includes comprehensive SB1383 tracking and state reporting consistent with CalRecycle legislative requirements.

The City is now required to have implemented, and to maintain, these programs for residential, multi-family, and commercial sectors. The City is also required to report program milestones and statistics annually to CalRecycle to comply with State Law. Lastly, to ensure program success and compliance, participation in regional conference calls and site visits are necessary.

These items have been budgeted as total costs and will be billed against using Exhibit B's billing rates.

Each aspect of the solid waste program listed has separate and overlapping tasks. SWS estimates the work will be broken out annually as follows and billed using the rates in Exhibit C.

EXHIBIT B - PROGRAM COSTS FOR FISCAL YEAR 2025/2026

Tasks	Budget Annually
1. Annual Report Preparation and RDRS Disposal Tracking	$ 7,000.00
2. Program maintenance and Reporting for AB341, AB1826 and SB 1383 to comply with State/CalRecycle Requirements	$ 18,000.00*
TOTAL	$ 25,000.00

* Note: All tasks charge to SB 1383 can be funded through the current OWR4 Local Assistance Grant Program. Those funds are available through to April 1, 2026, and estimated to be $10,000 annually.

Solid Waste Solutions, Inc.

EXHIBIT C - Billing Rates

Standard SWS Inc. Billing Rates
FY 2025/26

Professional Staff	Hourly Rate
Project Management:	$133.00/hour
Senior Manager/Computer Programming / Database-Development/Management:	$174.00/hour
Principal:	$199.00/hour
Travel:	Actual Costs
2025 IRS Mileage Reimbursement:	$0.70/mile

Note: All hourly rates are effective for twelve (12) months after the date of proposal or contract execution, after which rates can be raised consistent with U.S. Bureau of Labor Statistics Consumer Price Index (CPI) increases for the Los Angeles-Long Beach-Anaheim region.

S.W.S. Inc./City Permit Services, 25 W. Rolling Oaks Dr., Suite 201, 1000 Oaks, CA 91361
Phone: (805) 495-7521 Fax: (805) 495-7621 E-mail: info@sws-inc.com

EXHIBIT B

Professional Services Agreement Between the City of Santa Paula and Solid Waste Solutions, Inc. – FY 2024/25

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CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SANTA PAULA AND
SOLID WASTE SOLUTIONS, INC.

This AGREEMENT is entered into this 1st day of July, 2024, by and between the CITY OF SANTA PAULA, a general law city a municipal corporation ("CITY") and Solid Waste Solutions, Inc., a California Corporation ("CONSULTANT").

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this agreement.

B. Therefore, the City desires to continue contracting out for consulting services relating to the Solid Waste and Project Management Services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed Thirty One Thousand Seven Hundred dollars and no cents ($31,700.00), unless otherwise specified by written amendment to this Agreement.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the

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previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Kimberly Nilsson. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2024 by both parties and shall expire on June 30, 2025, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

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9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained

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by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS**.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective

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employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance

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maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the

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CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Santa Paula 970 Ventura Street Santa Paula, CA 93060 ATTN: Clete Saunier, Public Works Director	Solid Waste Solutions, Inc. 25 W. Rolling Oaks Drive, Ste. 201 Thousand Oaks, CA 91361 ATTN: Kimberly Nilsson, President

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

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24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

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33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a) (2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials DS
Consultant Initials

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IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA

DocuSigned by:
Dan Singer
F1BF673A1E0240E...

DAN SINGER, CITY MANAGER

ATTEST:

DocuSigned by:
Julie Latshaw
D328A67FB860448...

JULIE LATSHAW,
CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Monica Castillo
DB476781D9DC4EC...

MONICA CASTILLO,
CITY ATTORNEY

SOLID WASTE SOLUTIONS, INC.

DocuSigned by:
kimberly Nilsson
A3D446E00F36480...

By: KIMBERLY NILSSON, PRESIDENT

77-0512419

Tax ID No.

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EXHIBIT A

SCOPE OF SERVICES

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Solid Waste Solutions, Inc.

February 9, 2023

Clete Saunier, Public Works Director/City Engineer
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061-0569

Subject: Solid Waste Project Management Proposal for FY 2023/2024 and FY 2024/2025

Dear Clete,

Attached, please find the scope of work and costs associated with the request for Solid Waste Solutions, Inc. (SWS) to continue to provide solid waste and project management services to the City of Santa Paula through June 2025.

This work's scope encompasses activities that maintain the City of Santa Paula's solid waste management programs in compliance with CalRecycle. These programs include but are not limited to general franchise agreement coordination, updating current policies in accordance with the State of California standards, new program implementation, evaluation of existing programs, day-to-day tracking of ongoing programs, preparation of CalRecycle annual reports, and hauler coordination.

Thank you in advance for your confidence in our firm to provide solid waste services to the City. It is our goal to provide professional, cost-effective service to our clients.

Sincerely,

Kimberly Nilsson

Kimberly C. Nilsson
President

Attachment

S.W.S. Inc./City Permit Services, 25 W. Rolling Oaks Dr., Suite 201, 1000 Oaks, CA 91361
Phone: (805) 495-7521 Fax: (805) 495-7621 E-mail: info@sws-inc.com

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Solid Waste Solutions, Inc.

Exhibit A: Scope of Services: Solid Waste Project Management Services

Item 1: Solid Waste Services: SWS will continue to provide all on-call solid waste services to the City of Santa Paula. Services shall include, but not be limited to the following:

1. Preparation of the CalRecycle Annual Report as required by the State:
Per California Assembly Bill 939, all cities are required to prepare and submit an annual report on the status of the solid waste diversion and program implementation for the jurisdiction. This task includes gathering all disposal and diversion data from the local landfill and reporting agencies, the solid waste haulers, and any data regarding City's implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. This data shall be included in the preparation of the online CalRecycle Annual Report, due August 1 annually.

2. Annual Solid Waste Franchise Agreement Coordination:
Management and tracking of Residential/Commercial and Industrial: Roll-off & Rent a bin contract requirements. This includes a review of the hauler annual report, diversion tracking, hauler's education program, advertisements, etc. There are no rate increase that are not already established during the term of this scope.

3. Program Implementation and Reporting for AB341, AB1826 and SB 1383 :
SWS will help the City staff update existing City solid waste programs further to increase the diversion of waste from the landfill. These tasks may include but are not limited to:

- Implementing CAL Green for diversion of the Construction and Demolition (C&D) Debris Recycling Program. Tracking C&D final reports as approved by Building & Safety.
- Increase Commercial Recycling Program and Organics participation.
- Assist in expanding the public outreach programs to the community for all programs
- Participate in CalRecycle and local and regional stakeholder meetings as requested
- Implement new solid waste programs as developed by the City of Santa Paula.
- Special Events Reporting & tracking as required.
- Assist the City implementation of State Assembly Bills: With the passage of California Assembly Bills; AB 341, AB 1826, and SV 1383.
    - Monitoring and tracking of the implementation of AB 341 Mandatory Commercial Recycling
    - Monitoring and tracking of the implementation of AB 1826 Organics and the 2 Cubic yard implementation trigger.

S.W.S. Inc./City Permit Services, 25 W. Rolling Oaks Dr., Suite 201, 1000 Oaks, CA 91361
Phone: (805) 495-7521 Fax: (805) 495-7621 E-mail: info@sws-inc.com

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- Continued development and monitoring/reporting of SB 1383 Program. This includes coordination of Ordinance implementation, implementation of education and outreach, continued development of the program exemption/waiver process, self hauler and 3rd party recycling identification and tracking, program enforcement, organics procurement and coordination of edible food recovery.

The City is now required to implement these new programs for the residential, multi-family, and commercial sectors. The city is required to report annually to CalRecycle for compliance with State Law and also participate in conference calls and site visits.

These items have been budgeted as total costs and will be billed against using Exhibit B's billing rates.

Each aspect of the solid waste program listed has separate and overlapping tasks. SWS estimates that the work will be broken out annually as follows and billed using the rates in Exhibit B:

PROGRAM COSTS FOR EACH YEAR:

Tasks	Budget Annually
1. Annual Report Preparation and Disposal Tracking	$ 5,000.00
2. Annual Solid Waste Franchise Agreement Coordination	$ 4,700.00
3. Program Development: AB 341, AB1826 and SB 1383 & Outreach	$22,000.00
TOTAL	$31,700.00

PROGRAM COSTS FOR 2 YEARS:

Tasks	Budget Annually
1. Annual Report Preparation and Disposal Tracking	$10,000.00
2. Annual Solid Waste Franchise Agreement Coordination	$ 9,400.00
3. Program Development: AB 341, AB1826 and SB 1383 & Outreach	$44,000.00
TOTAL	$63,400.00

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Solid Waste Solutions, Inc.

Billing Rates:

Standard SWS Inc. Billing Rates
FY 2023/24

Professional Staff	Hourly Rate
Recycling Coordinator & Permit Processor:	$86.00/hour
Project Coordinator:	$106.00/hour
Project Management:	$133.00/hour
Senior Manager/Computer Programming / Database-Development/Management:	$174.00/hour
Principal:	$199.00/hour
Travel:	Actual Costs
2022 IRS Mileage Reimbursement:	$0.625/mile

Note: All hourly rates are effective for 12 months after the date of proposal or contract execution, at which time they can be raised due to the cost of living increases and inflation (CPI).

S.W.S. Inc./City Permit Services, 25 W. Rolling Oaks Dr., Suite 201, 1000 Oaks, CA 91361
Phone: (805) 495-7521 Fax: (805) 495-7621 E-mail: info@sws-inc.com

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

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

Date: August 6, 2025

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase a 2025 Ford F-150 Lightning EV truck for the Parks and Recreation Department in an amount not to exceed $85,000.
2. Waive the formal bidding process pursuant SPMC 41.10 due to the high demand and limited availability of these vehicles.
3. Authorize any unspent funds from the $85,000 allocation to be used for the purchase and installation of a light bar and other truck accessories.

BACKGROUND:

In response to the California Air Resources Board (CARB) Advanced Clean Fleets regulations, the City of Santa Paula has begun transitioning its municipal fleet to zero-emission vehicles (ZEVs). These regulations mandate that public agencies begin phasing in ZEVs for medium- and heavy-duty vehicles over 8,500 pounds to reduce greenhouse gas emissions and support California’s goal of carbon neutrality by 2045.

At its December 11, 2024 regular meeting, the City Council selected the “ZEV Milestones Option” for compliance. Under this pathway, the City must meet specific electrification benchmarks, including replacing at least 10% of applicable fleet vehicles by 2027. While not all Parks and Recreation fleet vehicles fall under the CARB mandate due to weight classifications, the department is committed to supporting the City's broader sustainability and fleet modernization goals.

The requested electric vehicle will replace an aging gas-powered unit and serve as a reliable, environmentally friendly option for transporting tools, equipment, and staff for park maintenance, field preparation, and city event support.

ANALYSIS:

The Parks and Recreation Department performs essential operations across the city’s park system, including daily maintenance, landscaping, irrigation repairs, recreation program setup, and support for public events. These tasks require a dependable and durable vehicle with

ample towing and payload capacity, extended range, and operational versatility.

After evaluating several vehicle options, staff has determined that the **2025 Ford F-150 Lightning EV** meets the department's functional requirements while also aligning with the City's broader environmental and fleet compliance goals. The Lightning offers the following benefits:

- **Municipal-grade performance:** The truck provides the necessary utility for towing trailers, transporting equipment and staff, and navigating various park and field environments. It has a maximum payload capacity of over 2,000 lbs. and available all-wheel drive, making it well-suited for Parks and Recreation use cases.

- **Extended range and battery options:** With available extended battery configurations, the Lightning can support full workdays without interruption for charging—key to uninterrupted maintenance and service delivery.

- **Integrated technology:** The model includes features such as Pro Power Onboard, which allows staff to power tools and equipment directly from the vehicle while in the field—reducing reliance on portable generators and improving efficiency.

- **Cost savings:** The total cost of ownership over the vehicle's lifetime is expected to be significantly lower than a comparable internal combustion engine (ICE) truck due to reduced fuel costs, fewer moving parts, and less frequent maintenance.

- **Environmental stewardship:** The EV purchase supports the City's commitment to reducing greenhouse gas emissions and improving local air quality, especially in neighborhoods where park services are concentrated.

- **Fleet modernization and public perception:** Integrating EVs into high-visibility departments like Parks and Recreation helps demonstrate leadership in sustainability and enhances the City's image as a forward-thinking, environmentally responsible municipality.

Council may waive the formal bidding process if it finds the purchase is " required or desirable" and in conformance with state law. (SPMC 41.10.) Due to the current popularity and limited availability of electric trucks, staff recommends waiving the formal bidding process. Additionally, delays in procurement can result in lost opportunities, as vendors may be unable to hold vehicles even after issuing quotes. By allowing the City Manager to act quickly within the approved budget, the City will be positioned to purchase the vehicle when an appropriate opportunity arises.

Staff has conducted due diligence by reviewing multiple quotes and pricing structures to ensure that the recommended approach is both fiscally sound and responsive to operational needs. If the final purchase price is below the $85,000 allocation, any unspent funds will be used to install a light bar, an essential safety feature for visibility during early morning, late evening, or event-based work.

This purchase not only helps meet practical field needs but also contributes to citywide goals of sustainability, regulatory compliance, and responsible fiscal planning.

Lastly, the purchase does not violate state law which permits cities to establish purchasing

ordinances, including grounds for waivers.

STRATEGIC PLAN:

Approval of this item addresses goal A. Infrastructure, Transportation, & Mobility, Objective #2 Green Initiatives - Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.

FISCAL IMPACTS:

Funding for this purchase is included in the adopted Fiscal Year 2025-2026 budget in Account #108-5-1531-610, in an amount not to exceed $85,000.

OPTIONS:

The City Council has the following alternative options to staff's recommendation:

1. Do not approve purchase of vehicle.

2. Provide alternate direction to staff.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: LICENSE AGREEMENTS WITH POTENTIAL UNION OIL BUILDING USERS

Date: August 6, 2025

Agenda Item: 10.H

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to enter into license agreements with the Santa Paula Historical Society and Leap Lab: Ventura County Science Center for use of the Union Oil Building.

BACKGROUND:

Since July 1, 1993, the City of Santa Paula ("City") has leased the Union Oil Building, located at 1001 East Main Street, from Chevron through its affiliate, Union Oil Company of California. The lease allowed the City to use the property to operate an Oil Museum.

In an unprecedented and unexpected move on November 16, 2022, Chevron offered to donate the Union Oil Building property to the City. This donation includes the main building, the rig building, and the adjacent parking lot. Additionally, Chevron committed to providing a $2-million grant to cover deferred maintenance costs and, for a nominal fee, offered various pieces of memorabilia and artifacts.

On October 18, 2023, the City Council authorized the City Manager to execute a Transfer Agreement to formally acquire the Union Oil Building property.

As the transfer process began, the City Council formed an Ad-Hoc Committee to collaborate with staff in creating a Request for Proposals (RFP) to identify potential users for the building. To ensure community input, three public workshops were held to gather feedback on the building’s future use.

The RFP process resulted in five proposals. Following a thorough review, the Ad-Hoc Committee and staff presented a recommendation to the City Council during the October 15, 2024, Study Session to proceed with three of the proposed organizations and enter into lease/license agreements with them.

Staff returned to Council on June 4, 2025, with draft license agreements for Leap Lab and the Santa Paula Historical Society. Council provided feedback and requested some additional

language be added to each agreement.

1. Add language that allows for negotiation of licensing fee after each five-year term. (See Exhibit A, Section 5.b.)
2. Add language that addresses recognition of the building's historical significance and that all exhibits, language, etc. be respectful of that heritage. (See Exhibit A, Section 10.e.)

To treat the two licensees equally, staff incorporated the same language for item #1 into the proposed license agreement with the Santa Paula Historical Society. (See Exhibit B, Section 4.b.)

ANALYSIS:

Since the October 15, 2024, Study Session, staff has been working closely with the three organizations to finalize a license agreement for each. These organizations include:

- California Oil Museum Foundation
- Leap Lab: Ventura County Science Center
- Santa Paula Historical Society

The meetings not only focused on negotiating the terms of the license agreements, but also on the development of Memorandums of Understanding (MOUs) between each organization.

However, during this process, the California Oil Museum Board determined that they no longer wish to occupy space in the Union Oil Building. As a result, staff is now bringing forward only two of the original three recommendations for Council's consideration—those involving Leap Lab and the Santa Paula Historical Society.

Leap Lab: Ventura County Science Center

Leap Lab will occupy the downstairs portion of the Union Oil Building along with a portion of the Rig Room. This will allow Leap Lab to offer interactive exhibits, hands-on workshops, and after-school programs aimed at engaging young learners in scientific exploration.

As per the agreement, Leap Lab will be responsible for the maintenance of their portion of the space, including ensuring that exhibits and educational materials meet safety standards. The License Agreement includes a nominal rent, with the understanding that Leap Lab will offer community programs free or at a reduced cost to Santa Paula residents. All other terms and conditions are articulated in the attached agreement.

Santa Paula Historical Society

The Santa Paula Historical Society will utilize some space on the second floor of the Union Oil Building to house its historical collections related to the city's past. In addition, per their MOU with Leap Lab, they will host an occasional exhibit on the first floor for public viewing.

The Society will also be responsible for maintaining their designated area of the building, including ensuring that exhibits are properly cared for. The Historical Society will host regular

events to engage local residents and visitors in learning about Santa Paula's history.

Both agreements are for five years with the option to extend in five-year increments.

STRATEGIC PLAN:

This item furthers the City Council's 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:

With the exception of year one, the two license agreements will result in annual revenue in the amount of $40,518.00. The funds will be used to support the ongoing facility maintenance program for the Union Oil Building, in accordance with the adopted policy. The revenues projected have been included in the adopted FY 25/26 & 26/27 Budget.

Monthly payments will begin February 1, 2026.

Fiscal Year	License Fee / Revenue	Total
25/26	$16,882.50	
26/27	$40,518.00	
27/28	$40,518.00	
28/29	$40,518.00	
29/30	$40,518.00	**$178,954.50**

OPTIONS:

The City Council has the following alternative options to staff's recommendation:

1. Do not approve one or both license agreements.

2. Provide alternative direction to staff.

If Council chooses not to approve one or both license agreements staff will reevaluate uses for the Union Oil Building and return with those finding / options to present to City Council.

ATTACHMENTS:

EXHIBIT A - Leap Lab License Agreement.pdf
EXHBIT B - SPHS License Agreement.pdf

Agreement No. [_____]

FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND LEAP LAB: VENTURA COUNTY SCIENCE CENTER

(Union Oil Building)

THIS FACILITY LICENSE AGREEMENT ("**Agreement**") is entered into this 6th day of August, 2025, by and between the City of Santa Paula, a municipal corporation ("**City**") and Leap Lab: Ventura County Science Center, a 501(c)(3) corporation, ("**Licensee**"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City owns, operates, and maintains the Union Oil Building located at 1001 E. Main Street, Santa Paula CA 93060 and all appurtenant buildings, structures, grounds, parking areas, and facilities located thereon ("**Property**").

B. WHEREAS, the City wishes to grant a license to Licensee to enter the Property for the purpose of offering a Science Center to the surrounding community ("**Activity**") within the Union Oil Building and Rig Room ("**Facility**"), which is located on the Property, subject to the City's oversight and approval as set forth herein.

C. WHEREAS, the City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the common understandings and cooperative relationship between the Parties that relate to the Licensee's access to the Property and use of the Facility for the Activity.

2. **Grant of License.**

   a. **License.** Subject to the terms and conditions in this Agreement, City hereby grants to Licensee a revocable, non-exclusive license for the right to enter upon the Property and use the Facility for the Activity (the "**License**"). The Licensee acknowledges and agrees that this License is granted solely for use of the Facility for the Activity, is subordinate to the City's rights to use and manage the Property and Facility, and does not confer any possessory or proprietary interest beyond the limited scope herein defined.

   b. **License Area.** The License gives Licensee the right to use a total of 6,276 square feet of the Facility, which will include the majority of the first floor, and a portion

of the Rig Room, as shown in Exhibit A ("**License Area**"). Within 12 months of the Effective Date, City will consider expanding the Licensee Area to include any available office space on the second floor, provided Licensee has not committed a material breach that is continuing at the time of negotiations. Licensee acknowledges that the City will enter a concurrent license agreement with The Santa Paula Historical Society, a 501(c)(3) corporation, ("**SPHS**) for use of Facility areas and that Licensee has entered a separate Memorandum of Understanding ("**MOU**") with SPHS outlining the cooperative, shared use of the Facility. With respect to any other Facility licensee, the License Area shall be for Licensee's exclusive use. Licensee may also use the Facility as described in Section 10.

3. **Term; Effective Date.** The term of this Agreement and License shall be a 5-year term from September 1, 2025 ("**Effective Date**") to July 30, 2030, inclusive, unless earlier terminated or as provided herein ("**Initial Term**"). The Agreement may be extended beyond the Initial Term for three (3) consecutive five-year terms upon mutual written agreement of the Parties for a total potential extended term of 20 years.

4. **Right of First Refusal.**

   a. **Right Granted**. Provided that Licensee has not committed a material breach as defined in Section 6 (Termination), below, that is continuing at the time the rights provided in this Section are exercisable by Licensee, City hereby grants to Licensee a right of first refusal to license the License Area and other areas of the Facility not under a current license agreement ("**Right of First Refusal**"). Such right shall be exercisable before the start of each additional five-year term described in Section 3 (Term).

   b. **Licensee Exercise of Right.** At least six (6) months before the end of the Initial Term, and each additional five-year term thereafter, if any, City shall give Licensee written notice of the availability of the License Area and other areas of the Facility not under a current license agreement ("**New License Area**"). Upon notice, the Parties shall have 90 days to negotiate a reasonable fee for the License Area and New License Area, if applicable, for the next five-year term. At or before the end of 90-day negotiation period, City shall extend an offer to Licensee, which Licensee must accept within 15 days in writing. If an amendment to this Agreement reflecting Licensee's exercise of its Right of First Refusal is not entered before the Agreement terminates, Licensee's right shall terminate, unless the Parties agree otherwise, and City may license the License Area and New License Area to a third party.

5. **Licensee Fee; Costs.**

   a. **SPHS MOU**. Pursuant to the Memorandum of Understanding between Licensee and the SPHS, a 501 (c) (3) corporation, attached hereto as Exhibit B ("**SPHS**

MOU"), Licensee will pay City a portion of SPHS's license fee and utility costs for 477 square feet of the Facility, necessary to perform SPHS's "Activity" defined in its license agreement with the City, attached hereto as Exhibit C ("**SPHS License**").

b. **Amount.** Licensee shall pay City a monthly fee of **$3,376.50** on behalf of itself and SPHS ("**Full License Fee**"), payable on the first day of each month, calculated as shown in subparagraphs (1) and (2) below. Monthly payment will commence March 1, 2026, *i.e.* six (6) months after the Effective Date of the Agreement.

(1) For Licensee: 6,276 square feet at $.50 per square foot for a total of $3,138.00 per month ("**Leap Lab License Fee**"). This includes 511 square feet in the Rig Room and 5765 square feet in the first floor of the main building.

(2) For SPHS: 477 square feet of the second floor at $.50 per square foot (per the SPHS MOU) for a total of $238.50 per month.

c. **Utilities Arrangement**.

(1) **Account Holder.** The Licensee will be the account holder for the Facility utilities. These utilities include water, gas, trash, electrical and internet. Licensee shall pay for all utility costs except as otherwise stated herein.

(2) **SPHS**. Pursuant to the SPHS MOU, Licensee shall be responsible for 100% of SPHS's utility costs, including but not limited to water, gas, trash, electrical, and internet.

(3) **City.** If the city decides to use the facility for municipal functions, then the city agrees to pro-rate all operational costs for the duration of use.

d. **Operational & Other Cost Arrangements**.

(1) **Licensee.** Leap Lab will pay for the following:

(a) Costs of operating the Rig Room and the first floor of the main building, including admissions.

(b) Custodial services for the Rig Room and the first floor and second floor offices with the storage space being used by SPHS.

(2) **City.** The fire alarm and other alarm systems in the Rig Room and main building will be the responsibility of City to maintain. Landscaping in the courtyard will be managed by City.

e. **Late Payment.** It is the Licensee's responsibility to ensure the payment

obligations in this Agreement are met. Failure to meet the obligations will constitute a material breach of this Agreement by Licensee. If payments are late, the Licensee must pay an additional 5% fee. After 90 days, this License may be terminated. Payments are due by the 1st of each month with a five (5) day grace period.

6. **Termination.**

a. City, through its City Manager or his or her designee, may terminate this Agreement in the event of Licensee's material breach of this Agreement. Material breach of this Agreement is limited to failure to comply with payment obligations after 90 days, unauthorized alterations to the historical properties of the Facility, making copies of the Facility's keys or changing its locks without City permission, or unsafe use of the Facility as determined by the Americans with Disabilities Act (ADA) and public safety codes. The Agreement may also be terminated if the Licensee fails to perform its duties as a mission-driven 501c(3) non-profit organization in service to the public. The City understands that the Licensee's operations as a science center includes significant investment in the fabrication of exhibits, installation of the Makerspace and display of fragile artifacts. The dismantling and removal of all Licensee assets will require significant time and costs, therefore upon termination, the Licensee will have 180 days to vacate the Property and return it to the condition in which it was received. The Licensee will not be obligated to make payments during this time.

b. Licensee may terminate this Agreement without cause upon providing written notice to City no less than thirty (30) days prior to the effective date of termination, provided all obligations under this Agreement, including restoration and payment, are fully satisfied prior to such termination.

7. **Release of Liability.** All Licensee members, invitees, visitors, and guests (collectively, "**Visitors**") shall sign a City-provided release of liability form prior to participation in the Maker Space activities, day camps, overnight events, and any on-site activities with a reasonably foreseeable risk of physical harm. City agrees to provide all said forms to the Licensee upon request. Licensee shall maintain a record of all signed forms for seven years and provide copies to City upon request within two (2) business days. To satisfy the requirements of this Section, Licensee may digitize the unsigned forms, and have them completed by Visitors and stored on a digital platform that the Licensee and City can access. Each digitized signed form will be stored for seven years.

8. **Equipment; Exhibits.** Licensee shall provide City with a list of equipment and exhibit items owned by the Licensee that the Licensee is storing, or intends to store, at the Facility. Licensee shall provide this list to City and update it yearly no later than July 1. City assumes no responsibility or liability for the equipment, exhibit items, or any other personal property (together, "**Personal Property**"), brought to the Facility by the Licensee or Licensee's invitees, whether or not included on the list, unless damage or loss to Personal

Property is due to the sole negligence or willful misconduct of the City. Moving exhibit items without Licensee's consent or support from professional services that package and transport antiquities and fragile items will be considered "negligence" or "willful misconduct" by the City.

9. **Keys to Facility.** City will issue Licensee up to four (4) sets of keys to the Facility that will be monitored by the Licensee's Board President. Licensee shall return the keys to the City upon termination or expiration of the term of this Agreement. Licensee shall not make any copies of the keys or change any locks to the Facility without the prior written permission of City.

10. **Facility Use.**

a. **Time of Use.** Licensee and its invitees may access and use the Facility as needed. Before Licensee opens the Facility to the public, Licensee will provide City with its regular hours of operation and will promptly notify City of any change to said hours. Outside of its regular hours of operation, Licensee may use the Facility for science center operations, including student use of the Makerspace, evening exhibit openings, lecture events, as well as educational programs, including family overnight sleepovers.

b. **City Use.** City reserves the right to access the Facility to conduct maintenance, repairs or inspections as needed. Unless there is an emergency or when deemed necessary for public safety, the city will schedule access as not to disrupt the operations of the Licensee.

c. **Common Use Areas; Reservations.** Licensee shall have access to Facility restrooms and common areas, subject to City's prior approval and any restrictions imposed by the City to maintain such areas. Common areas, including but not limited to the 2nd floor conference room and the courtyard, may be used by Licensee by submitting a reservation request through the Parks & Recreation Department. All requests shall be provided at least one week in advance, and approval is subject to availability and City discretion.

d. **Licensee Disagreements**. City shall be the final arbitrator of any disagreements between Licensee and any other licensee regarding the use of the Facility or Property, including without limitation, uses with respect to common areas, the Rig Room, exhibits, or language used within exhibits. City's decisions will be binding on Licensee.

e. **Exhibit Displays**. The City has a strong interest in preserving and honoring the heritage of the Union Oil Building, a California Historical Landmark and a listed site on the National Register of Historic Places. To that end, Licensee agrees that exhibits and programming presented within the Facility will be presented in a respectful, educational manner. In the event of a concern, the City and Licensee

shall meet in good faith to address and resolve the issue collaboratively.

11. **Property Improvements.** The Licensee shall make no improvements, alterations, or repairs to the Facility or Property without prior written consent from the City, which may be withheld in the City's sole discretion. This prohibition includes, but is not limited to, painting walls, replacing carpet, removing or altering any existing memorabilia, artifacts, or City-owned property, or installing fixtures or equipment that affect the structural integrity or aesthetic of the Facility. Licensee shall submit detailed plans and specifications for any proposed improvements to the Parks & Recreation Department Director for review at least sixty (60) days prior to the intended start date, and any approved work shall be performed by licensed contractors at Licensee's sole expense, with proof of permits and compliance with all applicable laws provided to the City prior to commencement. Prior to the Effective Date of this Agreement, the Licensee and City will prepare a list of agreed upon alterations, modifications, artifacts, exhibits and memorabilia to be removed, painting requests, changes to flooring, or any other proposed changes.

12. **Maintenance.** Licensee shall maintain the Facility and the area immediately surrounding the Facility free of litter, trash and other debris. Licensee shall cooperate with City staff as requested and shall conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property. Licensee shall promptly report any damage, hazards, or maintenance issues to City within 24 hours of discovery.

13. **Restoration.** Upon termination or expiration of the term of this Agreement, Licensee shall, at its sole cost and expense, promptly, safely, and carefully remove all Personal Property and any debris and trash from the Facility and restore the Facility to its original condition in which the Facility existed immediately prior to the Effective Date of this Agreement. Prior to the Effective Date, City and Licensee shall conduct a walk-through of the Facility to document the Facility's condition with video and photographs. If Licensee fails to commence performing the work required by this Section within ninety (90) calendar days following expiration or the earlier termination of this Agreement, or if Licensee fails to diligently perform all work required by this Section to its completion, then City shall have the right to perform such work without risk, exposure, or liability and without further notice to Licensee for all Personal Property except exhibit items. Exhibit items, such as dinosaur skeletons or other fossils, natural history items or historical artifacts, must be removed by a professional mover of antiquities, at the expense of the Licensee. In such event, Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing such work, within thirty (30) calendar days of written notice. Upon receipt of payment, City shall return any personal property and other equipment removed by City pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Any Personal Property left at the Facility shall be deemed abandoned if Licensee does not claim the property and pay within thirty (30) calendar days of written notice any: (i) outstanding restoration costs; (ii) storage fees; and (iii) other reasonable costs paid by City. In addition to the remedies contained in this Section, City may avail itself of all other rights and remedies under any applicable law, including, but not limited to disposal of abandoned property pursuant to California Civil Code Section

2080.6.

14. **No Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Facility or Property to Licensee.

15. **Liens.** Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

16. **Indemnification.**

a. To the fullest extent permitted by law, each Party shall (1) immediately defend; (2) indemnify; and (3) hold the other Party harmless, including its directors, officers, employees, agents, volunteers, invitees, guests, or visitors, and representatives (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Agreement; (ii) the License; (iii) use of the Property and Facility; (iv) state of repair of the Facility; or (v) presence of the other Party's personal property, including but not limited to any acts or omissions of the indemnifying Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution except such loss or damage caused by the sole negligence or willful misconduct of the Indemnified Party. Each Party's obligation to indemnify the other applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then a Party's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from a Party's duty to indemnify. A Party shall be obligated to defend the other Party, in all legal, equitable, administrative, or special proceedings immediately upon tender to of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve the indemnifying Party from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if the indemnifying Party asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, the indemnifying Party shall submit a claim to the

Indemnified Party for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

c. This Section shall survive the termination or expiration of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

17. **Insurance.** Licensee shall obtain and maintain during the term of the License insurance coverages as specified by the City, by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. At a minimum, Licensee shall procure and maintain: (i) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the City as an additional insured; (ii) Property insurance covering Licensee's personal property at the Facility; and (iii) Workers' Compensation insurance as required by California law, if applicable. Licensee shall provide certificates of insurance and endorsements to the City prior to the Effective Date of this Agreement and annually thereafter by July 1st of each year, or upon request by the City. Failure to maintain required insurance shall constitute a material breach of this Agreement, authorizing immediate termination by the City. Licensee shall, within a reasonable time, provide City with evidence of its compliance with these insurance requirements upon City's request.

18. **Assumption of Risk and Waiver.** Except as expressly stated in Sections 8 and 16 or otherwise and to the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, any loss, damage or injury to personal property or Personnel, or any loss damage or injury to any other property of, or under the control or custody of, Licensee, which is on or near the Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property or any accident, fire or other casualty on the Property. Licensee, on behalf of itself and its Personnel as a material part of the consideration for this Agreement, hereby waives all claims and demands against City for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code section 1542, which provides as follows:

> **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.**

_____
INITIALS OF LICENSEE

The provisions of this Section shall survive the termination or expiration of this Agreement.

As used in this Section, "Personnel" means the Licensee, its officers, directors, affiliates, members, invitees (except Visitors as defined in Section 7), volunteers, or anyone directly or indirectly employed or contracted by Licensee or for whose acts for the Licensee is liable.

19. **Notices.** Any notices, requests or approvals given under this Agreement from one party to another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

If to City:
Parks & Recreation Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

If to Licensee:
Executive Director
Leap Lab: Ventura County Science Center
1001 E. Main St.
Santa Paula, CA 93061

Any Party may at any time, by notice to the other Party, change the designation or address of the person specified to receive notice on its behalf.

20. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of City and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto, provided that Licensee's rights hereunder shall not be assigned or transferred except as expressly permitted in Section 20 of this Agreement.

21. **Assignment.** This Agreement is personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

22. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written Agreement signed by all of the Parties hereto.

23. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

24. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior

Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

25. **Attorneys' Fees.** In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

26. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

27. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

28. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

29. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights and remedies hereunder.

30. **Force Majeure**. Other than for Licensee's obligations under this License Agreement that can be performed by the payment of money and, whenever a period of time is herein prescribed for action to be taken by either Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortage of labor or materials, pandemics, epidemics, war, acts of terrorism, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.

31. **Captions**. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any section hereof.

32. **Waiver**. No provision, requirement, default or breach of this Agreement shall be deemed waived by either Party except in writing.

33. **Facsimile or Electronic Signatures**. Signatures delivered by facsimile or electronically shall be binding as originals upon the Party so signing and delivering.

34. **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.

35. **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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO FACILITY LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective as of the day and year first written above.

CITY OF SANTA PAULA

Dan Singer, City Manager

APPROVED AS TO FORM:

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

LEAP LAB – VENTURA COUNTY SCIENCE CENTER

Board President

Board Member

EXHIBIT A

LICENSE AREA

[attached behind]

EXHIBIT B

SPHS MOU

[attached behind]

EXHIBIT C

SPHS LICENSE

[attached behind]

EXHIBIT B

Santa Paula Historical Society

Union Oil Building License Agreement

Agreement No. [_____]

FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND THE SANTA PAULA HISTORICAL SOCIETY

(Union Oil Building)

THIS FACILITY LICENSE AGREEMENT ("Agreement") is entered into this 6th day of August, 2025, by and between the City of Santa Paula, a municipal corporation ("City") and The Santa Paula Historical Society, a 501 (c) (3) corporation, ("Licensee"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City owns, operates, and maintains the Union Oil Building located at 1001 E. Main Street, Santa Paula CA 93060 and all appurtenant buildings, structures, grounds, parking areas, and facilities located thereon ("**Property**").

B. WHEREAS, the City wishes to grant a license to Licensee to enter the Property for the purpose of archiving important Santa Paula historical items and occasionally offering an exhibit of such items ("**Activity**") within the Union Oil Building ("**Facility**"), which is located on the Property, subject to the City's oversight and approval as set forth herein.

C. WHEREAS, the City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the Licensee's access to the Property and use of the Facility for the Activity.

2. Grant of License.

a. License. Subject to the terms and conditions in this Agreement, City hereby grants to Licensee a revocable, non-exclusive license for the right to enter upon the Property and use the Facility for the Activity (the "**License**"). The Licensee acknowledges and agrees that this License is granted solely for use of the Facility for the Activity, is subordinate to the City's rights to use and manage the Property and Facility, and does not confer any possessory or proprietary interest beyond the limited scope herein defined.

b. License Area. The License gives Licensee the right to use a total of 477 square feet of the Facility, which will include a storage room on the second floor and office space known as the Orcutt Office, as shown in Exhibit A ("**License Area**").Licensee acknowledges that the City will enter into a concurrent license agreement with Leap Lab: Ventura County Science

Center ("**Leap Lab**") for use of Facility areas and that Licensee has entered into a separate Memorandum of Understanding ("**MOU**") with Leap Lab outlining the cooperative, shared use of the Facility. The MOU is attached hereto and incorporated herewith as Exhibit B. With respect to any other licensee of the Facility, this License Area shall be for Licensee's exclusive use. Licensee may also use the Facility as described in Section 10.

3. Term; Effective Date. The term of this Agreement and License shall be a 5-year term from September 1, 2025 ("**Effective Date**") to July 30, 2030, unless earlier terminated as provided herein ("**Initial Term**"). The Agreement may be extended beyond the Initial Term for three (3) consecutive five-year terms upon mutual written agreement of the Parties for a total potential extended term of 20 years.

4. Right of First Refusal.

a. Right Granted. Provided that Licensee has not committed a material breach as defined in Section 6 (Termination), below, that is continuing at the time the rights provided in this Section are exercisable by Licensee, City hereby grants to Licensee a right of first refusal to license the License Area and other areas of the Facility not under a current license agreement ("**Right of First Refusal**"). Such right shall be exercisable before the start of each additional five-year term described in Section 3 (Term).

b. Licensee Exercise of Right. No later than six (6) months before the end of the Initial Term, and additional five-year term thereafter, if any, City shall offer Licensee, in writing, the option to continue licensing the License Area and license other areas of the Facility not under a current license agreement ("**New License Area**"). For the New License Area, Licensee agrees to pay reasonably higher fees. Licensee must accept the City's offer within 15 days in writing. If an amendment to this Agreement reflecting Licensee's exercise of its Right of First Refusal is not entered before the Agreement terminates, Licensee's right shall terminate, unless the Parties agree otherwise, and City may license the License Area and New License Area to a third party.

5. Licensee Fee; Costs.

a. Leap Lab MOU. Pursuant to the MOU, Leap Lab will pay to City Licensee's License Fee and utility costs for 477 square feet of the Facility, necessary to perform Licensee's Activity as defined in this Agreement. '""

b. Amount. Pursuant to the MOU, Leap Lab shall pay City a monthly fee of $238.50 on behalf of Licensee ("**License Fee**"), calculated at $0.50 per square foot for 477 square feet.

6. Utilities Arrangement.

a. Account Holder. Pursuant to the MOU, Leap Lab will be the account holder for the Facility utilities. These utilities include water, gas, trash, electrical and internet. Leap Lab shall pay for all utility costs except as otherwise stated herein.

b. **Leap Lab**. Pursuant to the MOU, Leap Lab shall be responsible for 100% of Licensee's utility costs, including but not limited to water, gas, trash, electrical, and internet.

c. **City**. If the City decides to use the License Area for municipal functions, then the City agrees to pro-rate all operational costs in connection with the License Area for the duration of use.

7. Operational & Other Cost Arrangements.

a. **Leap Lab**. Pursuant to the Leap Lab License, Leap Lab will pay City the following:

(1) Costs of operating the Rig Room and the first floor of the main building, including admissions.

(2) Custodial services for the Rig Room and the first floor and second floor offices with the storage space being used by Licensee.

b. **City**. The fire alarm and other alarm systems in the Facility will be the responsibility of City to maintain. Landscaping in the courtyard will be managed by City.

8. **Late Payment**. Pursuant to the MOU and Leap Lab License, Leap Lab will timely pay Licensee's Licensee Fee directly to City. Notwithstanding Leap Lab's responsibility for timely payment, it is the Licensee's responsibility to ensure the payment obligations in this Agreement are met, whether paid by Leap Lab or Licensee. Failure to meet the obligations will constitute a material breach of this Agreement by Licensee. If payments are late, the City may charge an additional 5% fee. After 90 days, this License may be terminated. Payments are due by the 1st of each month with a five (5) day grace period. City may not charge fees against both Leap Lab and Licensee for late payment that would result in twice the fees.

9. **Termination**.

a. City, through its City Manager or his or her designee, may terminate this Agreement in the event of Licensee's material breach of this Agreement. Material breach of this Agreement is limited to failure to comply with payment obligations after 90 days, unauthorized alterations to the historical properties of the Facility, making copies of the Facility's keys or changing its locks without City permission, or unsafe use of the Facility, as determined by the Americans with Disabilities Act (ADA) and public safety codes. The Agreement may also be terminated if the Licensee fails to perform its duties as a mission-driven 501(c)(3) non-profit organization in service to the public.

b. Licensee may terminate this Agreement without cause upon providing written notice to City no less than thirty (30) days prior to the effective date of termination, provided all obligations under this Agreement, including restoration and payment, are fully satisfied prior to such termination.

10. **Release of Liability**. All Licensee members, invitees, visitors, and guests (collectively, "**Visitors**") shall sign a City-provided release of liability form prior to participation

in the Activity. City agrees to provide all said forms to the Licensee upon request. Licensee shall maintain a record of all signed forms for seven years and provide copies to City upon request within two (2) business days. To satisfy the requirements of this Section, Licensee may digitize the unsigned forms, and have them completed by Visitors and stored on a digital platform that the Licensee and City can access. Each digitized signed form will be stored for seven years.

11. Equipment; Exhibits. Licensee shall provide City with a list of equipment and exhibit items owned by the Licensee that the Licensee is storing, or intends to store, at the Facility. Licensee shall provide this list to City and update it yearly no later than July 1. City assumes no responsibility or liability for the equipment, exhibit items, or any other personal property (together "**Personal Property**"), brought to the Facility by the Licensee or Licensee's invitees, whether or not included on the list, unless damage or loss to Personal Property is due to the sole negligence or willful misconduct of the City. Moving exhibit items without Licensee's consent or support from professional services that package and transport historical items will be considered "negligence" or "willful misconduct" by the City. Professional services will not be required if Licensee gives City written permission to package and move historical items itself.

12. Keys to Facility. City will issue Licensee up to four (4) sets of keys to the Facility that will be monitored by the Licensee's Board President. Licensee shall return the keys to the City upon termination or expiration of the term of this Agreement. Licensee shall not make any copies of the keys or change any locks to the Facility without the prior written permission of City.

13. Facility Use.

a. Time of Use. Licensee and its invitees may access and use the Facility as needed.

b. City Use. City reserves the right to access the Facility to conduct maintenance, repairs, or inspections as needed. Unless there is an emergency or when deemed necessary for public safety, the City will schedule access so as not to disrupt Licensee's Activity.

c. Common Use Areas; Reservations. Licensee shall have access to Facility restrooms and common areas, subject to City's prior approval and any restrictions imposed by the City to maintain such areas. Common areas, including but not limited to the 2nd floor conference room and the courtyard, may be used by Licensee by submitting a reservation request through the Parks & Recreation Department. All requests shall be provided at least one week in advance, and approval is subject to availability and City discretion.

d. Licensee Disagreements. City shall be the final arbitrator of any disagreements between Licensee and any other licensee regarding the use of the Facility or Property, including without limitation, uses with respect to common areas, the Rig Room, exhibits, or language used within exhibits. City's decisions will be binding on Licensee.

14. Property Improvements. The Licensee shall make no improvements, alterations, or repairs to the Facility or Property without prior written consent from the City, which may be withheld in the City's sole discretion. This prohibition includes, but is not limited to, painting walls, replacing carpet, removing or altering any existing memorabilia, artifacts, or City-owned

property, or installing fixtures or equipment that affect the structural integrity or aesthetic of the Facility. Licensee shall submit detailed plans and specifications for any proposed improvements to the Parks & Recreation Department Director for review at least sixty (60) days prior to the intended start date, and any approved work shall be performed by licensed contractors at Licensee's sole expense, with proof of permits and compliance with all applicable laws provided to the City prior to commencement. Prior to the Effective Date of this Agreement, the Licensee and City will prepare a list of agreed-upon alterations, modifications, artifacts, exhibits, and memorabilia to be removed, painting requests, changes to flooring, or any other proposed changes.

15. Maintenance. Licensee shall maintain the Facility and the area immediately surrounding the Facility free of litter, trash and other debris. Licensee shall cooperate with City staff as requested and shall conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property. Licensee shall promptly report any damage, hazards, or maintenance issues to City within 24 hours of discovery.

16. Restoration. Upon termination or expiration of the term of this Agreement, Licensee shall, at its sole cost and expense, promptly, safely, and carefully remove all Personal Property and any debris and trash from the Facility and restore the Facility to its original condition in which the Facility existed immediately prior to the Effective Date of this Agreement. Prior to the Effective Date, City and Licensee shall conduct a walk-through of the Facility to document the Facility's condition with video and photographs. If Licensee fails to commence performing the work required by this Section within ninety (90) calendar days following expiration or the earlier termination of this Agreement, or if Licensee fails to diligently perform all work required by this Section to its completion, then City shall have the right to perform such work without risk, exposure, or liability and without further notice to Licensee. In such event, Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing such work, within thirty (30) calendar days of written notice. Upon receipt of payment, City shall return any Personal Property and other equipment removed by City pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Any Personal Property left at the Facility shall be deemed abandoned if Licensee does not claim the property and pay within thirty (30) calendar days of written notice any: (i) outstanding restoration costs; (ii) storage fees; and (iii) other reasonable costs paid by City. In addition to the remedies contained in this Section, City may avail itself of all other rights and remedies under any applicable law, including, but not limited to disposal of abandoned property pursuant to California Civil Code Section 2080.6.

17. No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Facility or Property to Licensee.

18. Liens. Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

19. Indemnification.

a. To the fullest extent permitted by law, each Party shall (1) immediately defend; (2) indemnify; and (3) hold the other Party harmless, including its directors, officers, and employees, agents, volunteers, invitees, guests, or visitors, and representatives (the "I**ndemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Agreement; (ii) the License; (iii) ' use of the Property and Facility; (iv) state of repair of the Facility; or (v) presence of 'the other Party's personal property, including but not limited to any acts or omissions of ' the indemnifying Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution except such loss or damage caused by the sole negligence or willful misconduct of the Indemnified Party. Each Party's obligation to indemnify the other applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then a Party's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from 'a Party's duty to indemnify. A Party shall be obligated to defend the other Party, in all legal, equitable, administrative, or special proceedings immediately upon tender to of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve the indemnifying Party from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if the indemnifying Party asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, the indemnifying Party shall submit a claim to the Indemnified Party for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

c. This Section shall survive the termination or expiration of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

20. Insurance. Licensee shall obtain and maintain during the term of the License insurance coverages as specified by the City, by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. At a minimum, Licensee shall procure and maintain: (i) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the City as an additional insured; (ii) Property insurance covering Licensee's personal property at the Facility; and (iii) Workers' Compensation insurance as required by California law, if applicable. Licensee shall provide certificates of insurance and

endorsements to the City prior to the Effective Date of this Agreement and annually thereafter by July 1st of each year, or upon request by the City. Failure to maintain required insurance shall constitute a material breach of this Agreement, authorizing immediate termination by the City. Licensee shall, within a reasonable time, provide City with evidence of its compliance with these insurance requirements upon City's request.

21. Assumption of Risk and Waiver. Except as expressly stated otherwise and to the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, any loss, damage or injury to personal property or Personnel, or any loss damage or injury to any other property of, or under the control or custody of, Licensee, which is on or near the Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property or any accident, fire or other casualty on the Property. Licensee, on behalf of itself and its Personnel as a material part of the consideration for this Agreement, hereby waives all claims and demands against City for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code section 1542, which provides as follows:

> **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.**

_____
INITIALS OF LICENSEE

The provisions of this Section shall survive the termination or expiration of this Agreement. As used in this Section, "Personnel" means the Licensee, its officers, directors, affiliates, members, invitees (except Visitors as defined in Section 7), volunteers, or anyone directly or indirectly employed or contracted by Licensee or for whose acts for the Licensee is liable.

22. Notices. Any notices, requests or approvals given under this Agreement from one party to another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

If to City:
Parks & Recreation Director
City of Santa Paula
P.O. Box 569
Santa Paula, Ca 93061

If to Licensee:
Board President The Santa Paula Historical Society
P.O. Box 842
Santa Paula, Ca. 93061

Any Party may at any time, by notice to the other Party, change the designation or address of the person specified to receive notice on its behalf.

23. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of City and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto, provided that Licensee's rights hereunder shall not be assigned or transferred except as expressly permitted in Section 21 of this Agreement.

24. Assignment. This Agreement is personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

25. Amendments and Modification. This Agreement may be amended, modified or supplemented only by a written Agreement signed by all of the Parties hereto.

26. Governing Law. This Agreement shall be governed by the laws of the State of California.

27. Venue. Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

28. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

29. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

30. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

31. Authority to Enter Agreement. Each of the persons executing this Agreement on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

32. Entire Agreement. This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights and remedies hereunder.

33. Force Majeure. Other than for Licensee's obligations under this License Agreement that can be performed by the payment of money and, whenever a period of time is herein prescribed for action to be taken by either Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortage of labor or materials, pandemics, epidemics, war, acts of terrorism, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.

34. Captions. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any section hereof.

a. Waiver. No provision, requirement, default or breach of this Agreement shall be deemed waived by either Party except in writing.

b. Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronically shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

35. 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.

36. 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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO FACILITY LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective as of the day and year first written above.

CITY OF SANTA PAULA

Dan Singer, City Manager

APPROVED AS TO FORM:

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

THE SANTA PAULA HISTORICAL SOCIETY

Board President

Board Member

EXHIBIT A

LICENSE AREA

[attached behind]

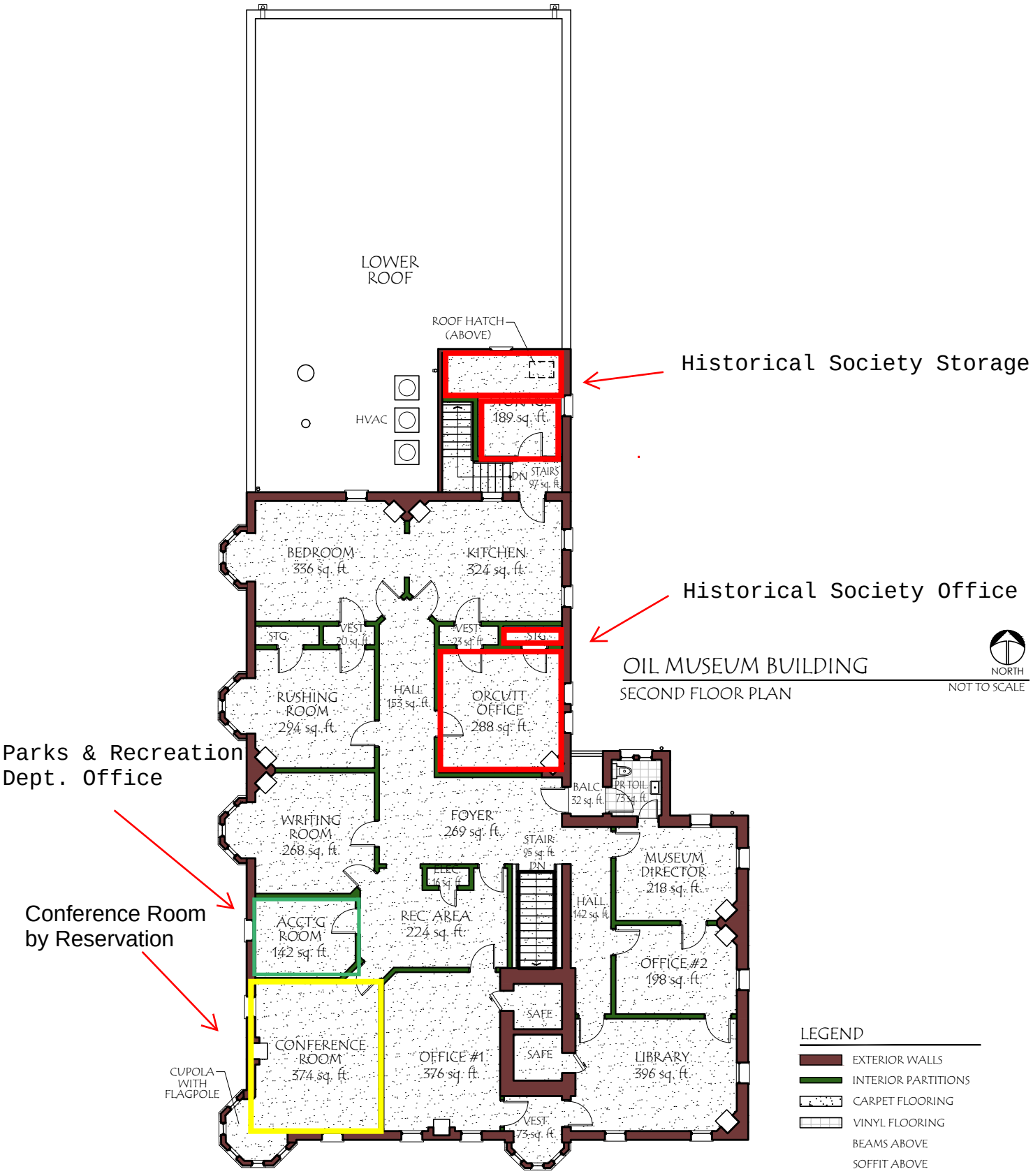

LOWER ROOF
ROOF HATCH (ABOVE)
HVAC
189 sq. ft.
DN STAIRS 97 sq. ft.
BEDROOM 336 sq. ft.
KITCHEN 324 sq. ft.
STG.
VEST 20 sq. ft.
VEST 23 sq. ft.
STG.
RUSHING ROOM 294 sq. ft.
HALL 153 sq. ft.
ORCUTT OFFICE 288 sq. ft.
BALC 32 sq. ft.
PR TOIL 73 sq. ft.
WRITING ROOM 268 sq. ft.
FOYER 269 sq. ft.
STAIR 95 sq. ft. DN
MUSEUM DIRECTOR 218 sq. ft.
ELEC 16 sq.
ACCT'G ROOM 142 sq. ft.
REC. AREA 224 sq. ft.
HALL 142 sq. ft.
OFFICE #2 198 sq. ft.
SAFE
CONFERENCE ROOM 374 sq. ft.
OFFICE #1 376 sq. ft.
SAFE
LIBRARY 396 sq. ft.
CUPOLA WITH FLAGPOLE
VEST 173 sq. ft.
Historical Society Storage
Historical Society Office
Parks & Recreation Dept. Office
Conference Room by Reservation
OIL MUSEUM BUILDING
SECOND FLOOR PLAN
NORTH
NOT TO SCALE
LEGEND
EXTERIOR WALLS
INTERIOR PARTITIONS
CARPET FLOORING
VINYL FLOORING
BEAMS ABOVE
SOFFIT ABOVE

EXHIBIT B

MOU

[attached behind]

May 23, 2025

Subject: Memorandum of Understanding – Union Oil Building

This Memorandum of Understanding ("MOU") is entered into between Leap Lab: Science Center of Ventura County (hereinafter referred to as the "Leap Lab"), and the Santa Paula Historical Society (hereinafter referred to as "SPHS") on this 23rd day of May 2025. Collectively, Leap Lab and the SPHS are referred to as the "Parties." Leap Lab and SPHS have agreed to this Memorandum of Understanding with regard to space within the Union Oil Building (the "Building") located at 1001 E Main Street.

Purpose of this Memorandum of Understanding:

As of the date of this MOU, Leap Lab and the Santa Paula Historical Society agree to collaborate to create temporary exhibits in the Building, restricted to the space provided for Rotating Exhibits, and restricted to a maximum of 90 days, unless mutually agreed to extend the duration of the exhibit or create another exhibit in the same calendar year.

Scope of Collaboration

1. Use of Rotating Exhibit Space
    - SPHS will have the right to install a temporary exhibit ("SPHS Exhibit") up to 90 days inside the Building in the space Leap Lab assigns to Rotating Exhibits licensed by City to Leap Lab .
    - SPHS and Leap Lab will work collaboratively to blend history and science concepts in temporary exhibitions.
2. Rotating Exhibit Space hours of operation, building and restroom access
    - Operating hours: The SPHS Exhibitwill be accessible during the hours of Leap Lab's normal hours of operations. Hours of operations will likely be 9am-5pm, 6 days per week.
    - Restrooms: During operating hours, restrooms will be accessible to all visitors.
3. Utilities pertaining to the Rotating Exhibit Space operation
    - Leap Lab will be responsible for all costs of utilities associated with the SPHS Exhibit.
4. License fees and utilities pertaining to the building
    - License Fees: Leap lab will license 6570sq. ft. and the Historical Society will license 477 square feet of the Building from owner the City of Santa Paula ("City"). The monthly license fee is $.50/sq.ft. In addition to its own license fee, Leap Lab will pay to City the cost of the Historical Society's 477 sq. footage, equal to a monthly license fee of $238.50.

- Utilities: Leap Lab will be the account holder for the utilities and manage operational costs for the Building. The utilities include electrical, water, gas, internet, and operations including landscaping and custodial. Leap Lab will absorb the Historical Society's portion of utilities and operational costs.

- Time of Payment: The Parties will coordinate payment of their respective license fees to the City such that City is timely paid in accordance with their respective licensese agreements with the City. Leap Lab may pay City the combined fees of both Parties. Regardless of the how the Parties ensure timely payment to the City, each Party agrees it will be liable to the City under the terms of its respective license agreement with the City.

5. Responsibilities

    - Leap Lab Responsibilities:

        - Provide SPHS timely feedback on the proposed SPHS Exhibit.
        - Ensure that SPHS has access to the Building for up to 30 days prior to the opening of the SPHS Exhibit, unless another exhibit is in the space. If another exhibit is in the space, then SPHS will be given a minimum of one week to install the SPHS Exhibit.

    - SPHS Responsibilities:

        - Provide Leap Lab a 1-year notice to request time in the rotating exhibit calendar.
        - Work with Leap Lab to blend history and science in the design and content of the proposed SPHS Exhibit, and complete the proposal at least 90 days prior to the scheduled opening date.
        - Be prepared to set up the SPHS Exhibitduring hours outside normal operating hours.
        - Provide staff and volunteers as needed during hours of the SPHS Exhibitoperation.

6. Financial Arrangements

    - SPHS will be responsible for all costs to design, fabricate and install the SPHS Exhibit.
    - Any shared costs and expenses will be mutually agreed upon in writing prior to the incurrence of such cost and expenses.

7. Duration and Termination

    - This MOU will be effective on the same date as the effective date of Leap Lab and SPHS license agreements with the City and will remain effect for the duration of their terms, including any extensions. This MOU may only be extended by mutual written agreement of the Parties. .

8. Confidentiality

    - The Parties agree to keep confidential shared sensitive information or information deemed by the other Party to be confidential during the term of this MOU, except as required by law.

9. Dispute Resolution

- Any disputes arising out of or in connection with this MOU will be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved through negotiation, the Parties agree to seek mediation through the City of Santa Paula. The City is the final arbitrator of disputes.

10. Miscellaneous

- This MOU does not create any legal or financial obligations beyond those expressly stated herein.
- Any amendments to this MOU must be in writing and signed by both Parties.
- This MOU is non transferrable

Signatures

In witness whereof, the Parties hereto have executed this MOU as of the day and year first above written.

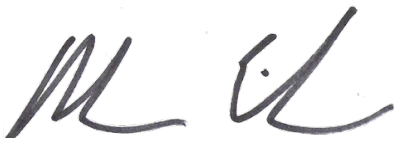
Santa Paula Historical Society

By: Jennifer O. Heighton

Name: Jennifer Heighton

Title: President

Leap Lab: Science Center of Ventura County

By: 

Name: Marcus Eriksen

Title: Executive Director

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: NOTICE OF COMPLETION FOR THE POLICE STATION REMODEL PHASE I

Date: August 6, 2025

Agenda Item: 10.I

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by Zuma Construction Group, Inc.

2. Authorize staff to file the Notice of Completion with the County Recorder.

BACKGROUND:

On August 21, 2024, the City Council awarded a public works contract to Zuma Construction Group, Inc. for the Police Station Site Improvements Project. This involved interior improvements to the Police Station. Staff issued a Notice to Proceed on July 23, 2024.

ANALYSIS:

Upon inspection conducted by City staff and the project manager (RWC, LLC), construction was deemed to have been completed in conformance with the submitted scope of work and specifications. Staff recommends that the Notice of Completion form be filed with the County Recorder. The City has been retaining approximately five percent of the construction contract from Zuma Construction Group, Inc., ($40,292.55) to ensure that all subcontractors and suppliers have been paid.

The procedure for releasing these monies is the City Council's formal acceptance of the work with authorization to issue and record a Notice of Completion. If there are no claims filed within 30 days of recording notice, the final payment of the retained amount can be made to the contractor.

The record of completion establishes the beginning of the warranty period, which is typically one year. The warranty requires that the contractor guarantee the work performed under the contract and address any defects in workmanship and materials.

STRATEGIC PLAN:

This item addresses City Council's two-year Strategic Plan, Section C, Public Safety & Emergency Preparedness, SPPD Facility Upgrades.

FISCAL IMPACTS:

City Council approved a total funding amount of $805,851.00 for this project. The project has been completed within budget.

OPTIONS:

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

1. Do not authorize staff to file the Notice of Completion.

By not authorizing staff to file the Notice of Completion, staff will not be able to close out the project and pay the final invoice (retention amount) to the contractor.

ATTACHMENTS:

EXHIBIT A - ZUMA NOC 2025.pdf

EXHIBIT A

Zuma Construction Group, Inc.

Notice of Completion

Recording Requested by
and When Recorded Mail To:

City Clerk, City of Santa Paula
P. O. Box 569
Santa Paula, CA 93061

NO FEE GOV'T CODE 27383

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Police Station Remodel Phase I

CIP Project No.: 20240527271

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.

2. The full name of the owner is: City of Santa Paula

3. The full address of the owner is: Santa Paula Police Department, 214 South 10th Street, Santa Paula, CA 93060

4. The nature of the interest of the owner is: Police Station Remodel Phase I

5. A work of improvement on the property hereinafter described was field reviewed by the City Parks & Recreation Director on July 28, 2025. The work done was: Police Station Remodel Phase I.

6. On August 6, 2025, the City of Santa Paula accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

7. The name of the Contractor for such work of improvement was: Zuma Construction Group, Inc.

8. The properties on which said work of improvement was completed is within the City of Santa Paula, County of Ventura, State of California.

9. The address of said property is 214 South 10th Street.

Dated: _____

_____
Gregory Barnes, Parks & Recreation Director
City of Santa Paula

VERIFICATION

I, the undersigned, say: I am the Parks & Recreation Director of the City of Santa Paula, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _____, 2025 at Santa Paula, California.

_____
Gregory Barnes
Parks & Recreation Director
City of Santa Paula

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: CITY LEASE AGREEMENT WITH THE INDEPENDENT ORDER OF ODD FELLOWS AT 866 E. MAIN STREET FOR CITY OFFICES AND SUBLEASE TO ATHENS SERVICES

Date: August 6, 2025

Agenda Item: 10.J

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve a five-year lease agreement with option to extend an additional five-years between the City and the Independent Order of Odd Fellows for 3,400 square feet of commercial property at 866 E. Main Street; and
2. Approve the sublease agreement with Athens Services for 488 square feet of office space at 866 East Main Street for customer service and general office use; and
3. Authorize the City Manager to execute the agreements in a form approved by the City Attorney.

BACKGROUND:

The City is seeking to update the Master Lease for the Odd Fellows Property at 866 East Main Street in order to improve the building's efficiency and offset operational costs. To achieve this, the City has subleased portions of the building to various community-focused organizations.

On January 21, 2015, the City signed a lease agreement with Odd Fellows for space to house the Public Works Department. Additionally, on March 5, 2015, the City entered into a sublease agreement with Recology, the City's waste-hauling contractor, for space within the building. Following Recology’s acquisition by Athens Services on April 18, 2017, Athens assumed the sublease.

The sublease continued under the third amendment to the franchise agreement signed on July 17, 2017, which covers residential, commercial, industrial, and multifamily waste collection. This agreement is set to replace the previous sublease, which expired on December 3, 2024. Under the new arrangement, Athens will share the subleased space with the Santa Paula Chamber of Commerce, which entered into a lease with the City following City Council approval on July 2, 2025.

ANALYSIS:

The City currently leases approximately 3,400 square feet, which is composed of the main floor of the Odd Fellows building, which has been leased since 2015. The purpose of the amended agreements is to update the rent and terms of the lease agreement between the City and the Odd Fellows; and the sublease between the City and Athens Services; the sublease between City and Santa Paula Chamber of Commerce was approved by Council on July 2, 2025.

The City's monthly rent under the Odd Fellows Master Lease will increase every two years by the lesser of three percent (3%) above the previous two years' rent or the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), West Region, as published by Bureau of Labor Statistics, not to exceed four percent (4%) per adjustment.

The City has a current sublease agreement with Athens services which has the rent payment of $1,648.84 per month inclusive of utilities for 488 square feet for customer service and general office use. The City and sub-lessees will share the use of common areas to include conference room, restrooms and break room.

Athens Services Sublease

The City currently has a sublease agreement with Athens Services. Athens Services occupies approximately 488 square feet of space at the Odd Fellows building for customer service and general administrative use. This sublease supports Athens' operations within the City and provides a convenient, local presence for residents seeking service.

Shared Use of Common Areas

Both sub-lessees—Athens Services and the Chamber of Commerce—will have access to shared common areas, including the conference room, restrooms, and break room. This shared use arrangement maximizes space efficiency and creates opportunities for inter-agency cooperation.

STRATEGIC PLAN:

None

FISCAL IMPACTS:

The sublease agreement will help offset the City's lease expenses for the Odd Fellows' property. This cost recovery helps reduce the City's net facility expenses. The assignment of the lease agreement between the City and the Odd Fellows will result in annual lease payments of $33,387.12 by the city with a biannual adjustment of 3%.

The sublease agreement with Athens Services will generate approximately $16,053.66 annually (with an additional utility fee of approximately $4,200) of with a biannual 3% increase; and the sublease with the Santa Paula Chamber of Commerce will generate $3,000 annually, with a biannual 3% increase. This will result in a net budget expense of approximately $10,133.46 annually.

OPTIONS:

1. Do not approve the lease and sublease agreements

2. Provide alternative direction to staff regarding tenant use and lease terms

ATTACHMENTS:

ATTACHMENT_A_ODDFELLOWS_LEASE_2025_jm1__BBK_-mc-c1.doc
ATTACHMENT_B__Santa_Paula_oddfellows_athens_sublease-c17.28.25mc-44019983-v2-c1.docx

ATTACHMENT A

LEASE AGREEMENT
BETWEEN
CITY OF SANTA PAULA
&
ODD FELLOWS

PARCEL NO.: 103-0-102-17

PROJECT: Lease of Property at 866 E. Main Street, Santa Paula

City AGREEMENT NO.:_____

LEASE AGREEMENT BETWEEN THE INDEPENDENT ORDER OF ODD FELLOWS, INC AND THE CITY OF SANTA PAULA

This lease ("Lease") is entered into on August _____, 2025 ("Effective Date") by and between Santa Paula Lodge 314, Independent Order of Odd Fellows, Inc., as "LANDLORD", and the City of Santa Paula, a Municipal Corporation, hereafter referred to as "LESSEE" or "City."

RECITALS. This Lease is made with reference to the following facts and objectives:

A. LANDLORD leases to LESSEE the ground floor of the multi-story commercial building known as the Santa Paula Odd Fellows Lodge and/or Clock Tower located at 866 East Main Street, Santa Paula, California 93060 ("Premises"). The rest of the building, used for Lodge activities, includes the basement, the second and third stories, and clock tower, located at 868 East Main Street, Santa Paula, California 93060. The property located at 866 and 868 East Main Street, Santa Paula, California 93060; APN: 103-0-102-17 is herein referred to as the Property. The Property is depicted on Exhibit A, and the Premises are depicted on Exhibit B, both attached hereto and incorporated herein by reference.

B. The Property is zoned Santa Paula Central Business District (CBD). LESSEE seeks to lease the Premises for general office purposes and to sublease portions for office, administration, customer service, and visitor center uses, subject to LANDLORD'S approval as provided in Section 19.

C. The Property has been historically used for general office/institutional uses and such uses are permitted by right at the Property.

D. LANDLORD and LESSEE agree that the Premises are suitable for LESSEE's proposed use, including subleasing uses, and enter into this Lease to support the City's administrative and community development goals.

1. LEASE; DESCRIPTION OF PROPERTY. LANDLORD leases to LESSEE the Premises for use under the terms of this Lease. LESSEE may use the ground floor (approximately 3,400 square feet) for general office purposes and, with LANDLORD'S prior written approval, for subleasing for office, visitor center, or community service uses, as provided in Section 19.

2. RENT. LESSEE shall pay LANDLORD as rent for the Premises Three Thousand Sixty Dollars and Forty-Eight Cents ($3,060.48) per month in advance on or before the 1st day of each month, commencing July 1, 2025. Rent shall be paid to LANDLORD at the address specified in this Lease for service of notices on LANDLORD, or at any other place designated by LANDLORD in a written notice served on LESSEE.

3. ANNUAL ADJUSTMENT TO RENT. The monthly rent will increase annually by the lesser of three percent (3%) above the previous year's rent or the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), West Region, as published by Bureau of Labor Statistics, not to exceed four percent (4%) per adjustment. The first increase occurs on July 1, 2026. In no event shall the annual rent decrease. LANDLORD shall provide LESSEE with written notice of the adjusted rent, including CPI calculations, at least ninety (90) days prior to the effective date of the adjusted rent.

4. TERM.

A. Term. This Lease is for a term of ten (10) years commencing on the 1st day of July 2025, subject to the terms and conditions of this Lease ("Term").

B. Extension Option. LESSEE, if in compliance with this Lease, may extend the Lease for an additional five (5) years, through June 30, 2035, by delivering written notice via certified mail to LANDLORD by January 1, 2030.

C. Holdover. Holding over by LESSEE at the expiration of this lease, or any extension thereof, with the consent of LANDLORD, shall be treated as month-to-month tenancy, with rent to be paid at the same monthly rate that was in effect during the month before the expiration of the Lease or any extension thereof, subject to all Lease terms and terminable by either party with thirty (30) days' written notice.

D. Late Charges: If rent is more than ten (10) days late, or a check is returned for Non-Sufficient Funds ("NSF"), LESSEE shall pay a late charge of $125.00 and a $25 NSF fee (only if LANDLORD is charged NSF fee by its bank), plus interest at 10% per annum on the past late amount(s) which LESSEE shall promptly pay to LANDLORD on demand. Acceptance of a payment more than 5-days late, or acceptance of any late charge, NSF fee, or interest, does not constitute a waiver of any amount due under this Lease.

5. USE OF PROPERTY. LESSEE shall use the Premises exclusively for City of Santa Paula staff offices and, with LANDLORD'S approval per Section 19, for subleases for office, administrative, and community services uses. LANDLORD represents that the Premises are legally adequate for such uses as of the Effective Date. LESSEE shall comply with all City, County, State and Federal laws and LANDLORD shall ensure its activities in the retained building areas (868 East Main Street) do not cause LESSEE to violate such laws.

6. ADDITIONAL REQUIREMENTS. LESSEE shall not permit activities in the Premises that unreasonably interfere with LANDLORD's rights to use the Property,

neighbors' rights to use their property, and shall not allow an unlawful use in the Premises. LESSEE shall not operate radios, televisions or other sound devices at disruptive volumes, cause nuisances, or commit waste. LESSEE shall not erect any exterior antennas or roof equipment without LANDLORD's prior written consent, which shall not be unreasonably withheld. LESSEE shall keep the Premises' exterior (doorways, rear entrance, porch, steps, loading area) free and clear of trash, garbage, boxes, cleaning equipment and supplies, and other personal property. Plumbing fixtures shall be used only for intended purposes.

7. USE OF THE REST OF THE BUILDING BY LANDLORD AND OTHERS. LESSEE acknowledges LANDLORD's use of the basement, stairways, second and third floors, roof and clock tower for events, which may involve noise. LANDLORD shall limit noise for events to 70 decibels at the Premises' boundary during LESSEE's business hours (8 AM to 5 PM, Monday through Friday). For example, LANDLORD has a longstanding practice of renting a portion of the second floor for clock repair classes three to five times a year. These classes typically start on Friday at 8AM and end on the following Monday at 5PM and there is often some noise associated with those classes, such as hammering, drilling and the like. LANDLORD, however, will not schedule live music or other noisy activities during the above normal working days and hours, although such activities may occur any time after the above normal working hours. LESSEE also agrees to LANDLORD's hosting of what is known as "Cruise Night" in front of the ground floor of the building, which is limited to the first Fridays of the month from April through October of each year, provided musical groups do not use LESSEE's electrical service without prior City approval, and LANDLORD reimburses LESSEE for any additional utility costs within fifteen (15) days. Events shall not obstruct LESSEE's access to the Premises.

8. CONDITION OF PREMISES. LESSEE accepts the Property in an "as is" condition on the Effective Date, provided LANDLORD warrants that, to its knowledge, the Premises are free of hazardous materials, structural defects, and code violations as of the Effective Date. LESSEE's maintenance obligations are limited to those specified in Section 14, and LANDLORD shall maintain the building's structural integrity, roof, and shared systems (e.g., water, sewer) to prevent adverse impacts on the Premises. LESSEE and LANDLORD shall jointly ensure the Premises comply with the Americans with Disabilities Act (ADA) and other building codes, with costs shared equitably based on the benefit to each party's use of the Property. Title to approved improvements vests with LANDLORD upon termination and must be left in place upon termination of this Lease.

9. UTILITIES.

LESSEE shall pay for electricity, gas, telephone, , and cable television for 866 East Main Street. If shared meters exist, LANDLORD and LESSEE shall allocate costs based on square footage or usage, with LANDLORD paying for 866 East Main. LANDLORD shall control the TV and telephone service for 868 East Main. LESSEE will be responsible for pest control for 866 East Main.

10. **TRASH AND GARBAGE.** LESSEE shall pay for refuse disposal from its operations, ensuring no sewer contamination. LANDLORD shall provide adequate refuse storage areas for 866 East Main Street at no cost to LESSEE.

ll. ALTERATIONS AND REPAIRS. LESSEE shall make no alterations to the Premises and shall install no fixtures, without the prior written consent of LANDLORD, which shall not be unreasonably withheld, conditioned, or delayed. Any alteration made to the Premises by LESSEE after that consent has been given and any fixtures installed as part of that work, shall become, at LANDLORD's option, the property of LANDLORD on the expiration or earlier termination of this Lease, except that LANDLORD shall also have the option of requiring LESSEE to remove such fixtures at the termination of the Lease. LESSEE shall repair any dilapidations or other defective conditions caused by LESSEE or persons under LESSEE's control. LESSEE shall promptly notify LANDLORD of any other dilapidations or defective conditions that require repairs and provide LANDLORD with a reasonable opportunity to inspect such conditions to determine the nature and extent of the conditions, and to determine who should be responsible for correcting the conditions. Provided LESSEE has not caused or contributed to the problem, LANDLORD shall be responsible for roof repairs and repairs for other items on the upper floors and the basement that are not under LESSEE's control. Any alterations to the leased Premises required by ordinance or law shall be the responsibility of LESSEE, subject to LANDLORD's approval.

12. SIGNS. LESSEE may install professional signage compatible with the building's historic character, subject to the approval of LANDLORD, which shall not be unreasonably withheld. All temporary and other signs, for example on the windows and doors, are subject to the approval of LANDLORD, which shall not be unreasonably withheld. Political advertising shall not be affixed to the building by either party.

13. USE OF IMAGE. LESSEE may use the image of the building and historic clock tower in its promotional materials, provided such utilization is done in a dignified manner that does not detract from the good name and image of the LANDLORD as a Lodge of the Independent Order of Odd Fellows. LANDLORD may also continue to use the image of the building and clock tower in its promotional material, provided such utilization is done in a dignified manner that does not detract from the good name and image of LESSEE.

14. MAINTENANCE: LESSEE shall maintain the Premises' ground floor, entrances, storefront and windows, including HVAC, electrical, plumbing, and water systems provided the HVAC system is warranted by LANDLORD to be in good working order as of the Effective Date. LESSEE shall keep the windows and doors in clean and operable condition, and shall maintain the interior and exterior of the ground floor entrances, at LESSEE's expense, free and clear from graffiti within 24 hours of the appearance of such graffiti. LANDLORD shall maintain the roof, upper floors, basement, and structural components, ensuring no disruption to LESSEE's operations. LESSEE may implement energy-efficient upgrades (e.g., HVAC controls) with LANDLORD's consent.

15. QUIET ENJOYMENT. LANDLORD agrees that LESSEE, upon compliance with this Lease, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of this Lease.

16. ENTRY BY LANDLORD. LANDLORD may enter the Premises during normal business hours, upon seventy-two (72) hours' notice, as provided for in this Lease; and after normal business hours when an emergency exists so long as notice is provided via phone call to LESSEE at the number identified below, LANDLORD will respect LESSEE's privacy expectations.

17. LOCKS AND KEYS. LESSEE may not change or add any locks to the Premises without LANDLORD's prior written consent and without providing LANDLORD with a key to the changed or added lock.

18. ASSIGNMENT AND SUBLETTING. LESSEE may not assign or sublet all or any portion of the leased Premises without LANDLORD's prior written consent. Any attempted assignment or subletting of the premises without LANDLORD's prior written consent, shall be null and void and shall, at LANDLORD's option, terminate this Lease. LANDLORD hereby agrees, however, that LESSEE may sublet to its franchise trash hauler a portion of the leased office space to service its Santa Paula customers and to the Santa Paula Chamber of Commerce ("Chamber") the ground floor comprised of a conference room, an office space, and a customer service counter, provided LESSEE itself continues to occupy the majority of the leased premises, and provided that LANDLORD shall have the right to approve the number and designation of rooms and areas to be sublet, hours of operation, and proposed signage for the franchise trash hauler and Chamber, which shall not be unreasonably refused.

19. DEFAULT BY LESSEE. LANDLORD and LESSEE agree that every covenant and provision of this Lease is material and reasonable. Any breach of a condition, covenant or provision of this Lease will constitute a material breach of this lease. LANDLORD may issue a forty-five (45) day written notice to cure. If uncured, or incurable, LANDLORD may terminate the Lease. The parties shall meet within ten (10) days of notice to resolve disputes informally before termination. LESSEE cannot extend the Lease if in default.

20. WAIVER. The waiver by LANDLORD of any breach by LESSEE of any of the conditions, covenants and provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by LESSEE of either the same or of another provision of this lease. LANDLORD's acceptance of rent following a breach of the Lease by LESSEE, with or without LANDLORD's knowledge of the breach, will not be deemed to be a waiver of LANDLORD's right to enforce any provision of this lease.

21. TENANCY STATEMENT (ESTOPPEL CERTIFICATE) LESSEE shall execute and deliver a statement to LANDLORD or LANDLORD's designee within 10 days after receipt of a request, acknowledging that this Lease is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement shall:

A) be deemed LESSEE's acknowledgement that the Tenancy Statement is true and correct, and may be relied upon by a prospective lender or purchaser, and

B) may be treated by LANDLORD as a material breach.

23. MEDIATION. LANDLORD and LESSEE agree to participate in a mediation proceeding of any dispute or claim arising out of this Lease prior to resorting to arbitration or court action, (other than an action brought by LANDLORD against LESSEE for unlawful detainer). Mediation fees shall be divided equally between the parties. If a party initiates a court action (other than unlawful detainer) without first attempting to resolve the matter through mediation, or refuses to participate in mediation after a request has been made, then that party shall not be entitled to attorney fees even if the decision in that court action favors that party.

24. BINDING ON HEIRS and SUCCESSORS, This Lease shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assignees of LANDLORD and LESSEE; provided, however, that nothing in this section shall be construed as a consent by LANDLORD to any attempted assignment of this lease or any interest therein by LESSEE.

25. SOLE AND ONLY AGREEMENT. This instrument constitutes the sole and only agreement between LANDLORD and LESSEE concerning the leased Premises, the conditions and terms of the Lease, and it correctly sets forth the agreed-upon obligations of LANDLORD and LESSEE with regard to each other. Any agreements between the parties not specifically set forth in this lease are null and void.

26. TERMINATION. This Lease may be terminated as follows:

A. At the expiration of the term;

B. Upon mutual written agreement between the parties; or

C. Should LESSEE materially breach this Lease and fail to cure such breach within forty five (45) days of being notified by LANDLORD regarding such breach to LANDLORD'S reasonable satisfaction.

27. **CONDITION OF PROPERTY UPON TERMINATION**. Upon termination of this Lease for any reason, LESSEE will vacate the Property and deliver it to LANDLORD in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

28. **SALE OR TRANSFER.** Should LANDLORD, at any time during the term of this Lease, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer will be under and subject to this Lease and all of LESSEE's rights hereunder.

29. NO PUBLIC PROJECT. All rights given to LESSEE pursuant to this Lease are for LESSEE's use of the Premises. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk. This Lease is not intended, nor should it be construed, to constitute a public project.

30. FORCE MAJEURE. Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either party to the other.

31. NO FIXTURES. Improvements and facilities that currently exist, or may be constructed during the term of this Lease, will not constitute fixtures attached to the Property. Any such facilities may be removed by LESSEE upon termination of the Lease.

32. ALTERATIONS, MECHANICS' LIENS. Except as provided by this Lease, LESSEE will not make, or cause to be made, any alterations to the property, or any part thereof, without LANDLORD's prior written consent. LESSEE will keep the property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

34. INDEMNIFICATION.

A. LESSEE indemnifies and holds LANDLORD harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease except for LANDLORD's sole active negligence, willful misconduct, or failure to maintain 868 East Main Street. Should LANDLORD be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, LESSEE will defend LANDLORD with mutually agreed counsel.

B. For purposes of this section "LANDLORD" includes officers, officials, employees, and agents.

C. LESSEE expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 35 below, and any approval of such insurance by LANDLORD, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

35. **INSURANCE.** LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed

the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name LANDLORD, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by LANDLORD will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to LANDLORD.

C. LESSEE will furnish to LANDLORD a certificate of insurance, in the standard form required by LANDLORD, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by LANDLORD from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII" or through City self-insurance, verified as equivalent. LANDLORD shall provide at least reciprocal levels and types of insurance for 866 and 868 East Main Street, Santa Paula.

D. LESSEE shall provide fire and other hazard insurance for the Premises, naming LANDLORD as an additional insured, in an amount not less than $1,000,000, adjusted every three years to reflect replacement cost. LESSEE shall provide liability insurance of $2,000,000 per occurrence, $4,000,000 aggregate, or as consistent with City municipal policies. LANDLORD shall receive insurance certificates, with LESSEE paying the premiums on all policies. Policies require 30 days' cancellation notice to LANDLORD. LESSEE may satisfy requirements through self-insurance or existing City policies, provided coverage is equivalent. LANDLORD shall maintain comparable liability and property insurance for 866 and 868 East Main Street, naming LESSEE as an additional insured.

36. **COMPLIANCE WITH LAW.** LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Premises and will faithfully observe in the use of the Premises all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between LANDLORD and LESSEE.

37. INSPECTIONS. LANDLORD has the right at all reasonable times, and as often as it deems necessary, to inspect the Premises with seventy-two (72) hours' notice, except in emergencies per Section 17.

38. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

39. **INSOLVENCY; RECEIVER.** Either the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or a general assignment by LESSEE for the benefit of creditors, or any action taken or offered by LESSEE under any insolvency or bankruptcy action, will constitute a breach of this Lease by LESSEE, and in such event this Lease will automatically cease and terminate.

40. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

LESSEE at: SANTA PAULA LODGE
314 INDEPENDENT ORDER OF ODD FELLOWS, INC
Attn: Michael Binsley, Trustee
P.O. Box 304
Santa Paula CA 93061
Telephone: 805-625-4517
mbinsley@verizon.net

LANDLORD at: City of Santa Paula
Attn: James Mason, Community & Economic Development Director
970 Ventura Street
P. O. Box 569
Santa Paula, CA 93060
Telephone: 805-933-4214
jmason@spcity.org

Either party may change its address or other information for the purpose of this Section by giving written notice of the change to the other party.

41. GOVERNING LAW. This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Ventura County.

42. PARTIAL INVALIDITY. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease will remain in effect, unimpaired by the holding.

43. INTEGRATION. This instrument and its attachments constitute the sole agreement between LANDLORD and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of LANDLORD and LESSEE. Any Lease or representations respecting the Property or its leasing by LANDLORD to LESSEE not expressly set forth in this instrument are void. Exhibits "A" and "B" are incorporated into this Lease.

44. **CONSTRUCTION.** The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either party.

45. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. LANDLORD's trustee, or designee, may execute any such amendment on behalf of LANDLORD. LESSEE'S city manager, or designee, may execute this Lease and any such amendment on behalf of LESSEE. Notwithstanding the foregoing, LESSEE's city manager reserves the right to seek city council approval to execute amendments when appropriate in the city manager's judgment.

46. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[Signatures on next page]

SIGNATURE PAGE TO LEASE

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first hereinabove written.

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

Independent Order of
Odd Fellows, Inc..

_____
Trustee

_____
Trustee

Taxpayer ID No. _____

EXHIBIT A
PROPERTY

EXHIBIT B
LEASED PREMISES

ATTACHMENT B

SUBLEASE AGREEMENT BETWEEN THE

CITY OF SANTA PAULA AND

ATHENS SERVICES

SUBLEASE AGREEMENT BETWEEN THE

CITY OF SANTA PAULA AND

ATHENS SERVICES

THIS SUBLEASE is made and executed this 2nd day of July, 2025, between the CITY OF SANTA PAULA, a municipal corporation and general law city ("CITY"), and ARAKELIAN ENTERPRISES, INC. dba ATHENS SERVICES, a California corporation ("LESSEE").

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

A. The CITY leases real property located at 866 Main Street, Santa Paula, CA 93060 ("Premises"), pursuant to a least agreement with Santa Paula Lodge 314, Independent Order of Odd Fellows, Inc. ("Landlord"), dated July 1, 2025 ("Master Lease"). The Premises are part of the Property, shown in Exhibit A and described as Assessor Parcel Number 103-0-102-17, comprising 866 and 868 East Main Street.

B. The Property, including the Oddfellows Building, is in the Santa Paula Central Business District (CBD) zone.

C. The CITY intends to sublease the Premises' ground floor, comprising office space, a customer service counter, and shared conference room access (approximately 488 square feet), as depicted in Exhibit B, attached hereto and incorporated herein by reference ("Subleased Area").

D. LESSEE must obtain prior written approval from the City's Director of Public Works for use of the Premises' shared lobby and/or conference room for events, with approval granted within five (5) business days if the space is unscheduled, provided LESSEE cleans the spaces and reimburses CITY for supplies post-event within ten (10) business days.

E. LESSEE intends to use the Subleased Area for office, customer service, and administrative activities related to its solid waste franchise services, consistent with the Master Lease and CBD zoning.

2. LEASE; DESCRIPTION OF PROPERTY. CITY subleases to LESSEE the Subleased Area for use under the terms and conditions of this Sublease, subject to the Master Lease, a copy of which is provided to LESSEE and governs the Premises.

3. RENT. LESSEE agrees to pay to CITY as rent ("Base Rent") for the Premises [47%] of the rent payable by CITY to Landlord pursuant to Paragraph 3 of the Master Lease (the "Master Base Rental Amount"). Base rent is initially in the amount of One Thousand Three Hundred

Thirty- Seven Dollars and Eighty cents ($1,337.80) per month, payable in advance on the first (1st) day of each month during the Sublease term. The Master Base Rental Amount shall be in the amount of the base rental payments described in Paragraph 3 of the Master Lease only and shall not include any interest, late fees, operating expense and tax payments, or any other amounts that CITY owed or pays to ODD FELLOW pursuant to the Master Lease. In no event shall CITY amend the Master Lease in any way that increases the Master Base Rental Amount without first obtaining the prior written consent of LESSEE, which consent may be withheld in LESSEE'S sole discretion. If the Master Lease is amended in a manner that increases the Master Base Rental Amount without first obtaining LESSEE'S consent thereto, then the Base Rent payable hereunder shall continue to be escalated pursuant to Section 4 of this Sublease based on the Master Base Rental Amount applicable prior to such amendment.

4. BIANNUAL ADJUSTMENT TO RENT. The monthly rent will increase every two years by the lesser of three percent (3%) above the previous two years' rent or the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), West Region, as published by Bureau of Labor Statistics, not to exceed four percent (4%) per adjustment. The first increase occurs on July 1, 2027. In no event shall the annual rent decrease. LANDLORD shall provide LESSEE with written notice of the adjusted rent, including CPI calcluations, at least ninety (90) days prior to the effective date of the adjusted rent.

5. UTILITIES. CITY shall cause water, sewer, gas, electricity, telecommunications, internet, cable television, trash service, custodial and pest control services and any other required utilities (collectively "Utilities") to be supplied to the Property, including the Premises. In addition to Base Rent, LESSEE shall pay to CITY additional rent ("Additional Rent") in the amount of fifty percent (50%) of the cost of supplying the Utilities to the Property ("Utility Expenses") as reasonably determined by CITY; except that in no event shall Additional Rent exceed Seven Hundred Dollars ($700.00) per month. Upon request, the CITY will provide LESSEE with periodic statements for Additional Rent, including copies of bills for the Utility Expenses and LESSEE shall pay Additional Rent in full with its monthly payment of Base Rent.

6. TERM

A. Term. The term is five (5) years, from July 2, 2025, to June 30, 2030, unless extended or terminated as provided herein.

B. Extension Option. LESSEE, if in compliance, may extend the term for an additional five (5) years, to June 30, 2035, by delivering written notice via email or certified mail to CITY by January 15, 2030, subject to CITY's approval, not unreasonably withheld, and Landlord's prior written consent per the Master Lease.

C. Holdover. Holding over with CITY's written consent shall be a month-to-month tenancy at the rent in effect at the time, subject to all Sublease terms, terminable by either party with thirty (30) days' written notice.

D. Late Charges. If rent is more than ten (10) days late, or a check is returned for Non-Sufficient Funds (NSF), LESSEE shall pay a $50.00 late charge and a $25.00 NSF fee (if CITY incurs a bank fee), plus interest at the lesser of five percent (5%) per annum or the legal maximum rate. Acceptance of fees does not waive CITY's rights and remedies.

7. USE OF PROPERTY. LESSEE shall use the Subleased Area exclusively foroffice and administrative activities related to its solid waste franchise operations, including customer services, billing, and SB 1383 compliance (e.g. organic waste sorting education), subject to all local, state and federal laws and regulations. The Property may not be used for any other purpose.

8. MAINTENANCE QUALITY. CITY or its designees may inspect the Subleased Area during business hours (8 AM to 5 PM, Monday through Friday) with forty-eight (48) hours' written notice via email or certified mail to verify maintenance standards. If the quality of maintenance is inadequate, CITY will provide written notice to LESSEE specifying deficiencies. If LESSEE fails to correct within thirty (30) days of CITY's notice, CITY may perform such maintenance and LESSEE shall reimburse CITY for the cost of maintenance, plus ten percent (10%) for CITY's administrative overhead. LESSEE's maintenance is limited to the Subleased Area's interior (e.g., cleaning, minor repairs). CITY shall maintain HVAC, electrical, plumbing, and shared systems per the Master Lease.

9. HAZARDOUS WASTE. CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Sublease, against any and all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). LESSEE shall notify CITY immediately of any suspected hazardous materials, and CITY shall coordinate with Landlord per the Master Lease.

10. POSSESSORY INTEREST TAXES. LESSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

11. QUIET ENJOYMENT. CITY agrees that LESSEE, upon compliance, shall quietly hold, occupy, and enjoy the Property during the term of this Sublease.

12. CITY'S LIMITED WARRANTY. CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this Sublease, having obtained Landlord's written consent per the Master Lease.

13. TERMINATION. This Sublease may be terminated as follows:

A. At the expiration of the term;

B. Upon mutual written agreement between the parties;

C. Upon LESSEE's material breach, uncured within forty-five (45) days of CITY's written notice, with the parties meeting within ten (10) days to resolve informally;

D. Upon termination of the Master Lease, with CITY providing ninety (90) days' written notice;

E. Upon the Subleased Area being condemned, per Section 16.

14. CONDITION OF PROPERTY UPON TERMINATION. Upon termination of this Sublease for any reason, LESSEE will vacate the Property and deliver it to CITY in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

15. SALE OR TRANSFER. Should the Master Lease be assigned or the Property sold, any transfer shall be subject to this Sublease, with the assignee or buyer assuming all CITY obligations in writing.

16. CONDEMNATION. If all or part of the Subleased Area is acquired by eminent domain or purchase in lieu thereof, LESSEE acknowledges that it will have no claim to any compensation awarded for the taking of the Subleased Area or any portion thereof or for loss of or damage to LESSEE's improvements.

17. NO PUBLIC PROJECT. All rights given to LESSEE pursuant to this Sublease are for LESSEE's use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Sublease is not intended, nor should it be construed, to constitute a public project.

18. FORCE MAJEURE. Should performance of this Sublease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either party to the other.

19. NO FIXTURES. Improvements and facilities that currently exist, or may be constructed during the 'term of this Sublease, will not constitute fixtures attached to the Property. Any such facilities may be removed by LESSEE upon termination of the Sublease.

20. ALTERATIONS, MECHANICS' LIENS. Except as provided by this Sublease, LESSEE will not make, or cause to be made, any alterations to the Property, or any part thereof, without CITY's prior written consent. LESSEE will keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

21. ASSIGNMENT AND SUBLETTING. This Sublease may not be assigned, transferred, or sublet by LESSEE, court order, or through any other means. Any such purported transfer will be null and void.

22. INDEMNIFICATION.

A. To the fullest extent permitted by law, LESSEE shall (1) immediately defend; (2) indemnify; and (3) hold harmless the City of Santa Paula, its City Council, each member thereof, and its directors, officers, and employees, agents, volunteers, and representatives (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Sublease; (ii) LESSEE's use of the Subleased Area; (iii) presence of LESSEE's personal property, including but not limited to any acts or omissions of LESSEE's members, invitees, guests, or visitors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution except such loss or damage caused by the sole negligence or willful misconduct of the City. LESSEE's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then LESSEE's indemnification obligation shall be reduced in proportion to the established comparative liability.

B. The duty to defend is a separate and distinct obligation from LESSEE's duty to indemnify. LESSEE shall be obligated to defend, in all legal, equitable, administrative, or special proceedings immediately upon tender to of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve LESSEE from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if LESSEE asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, LESSEE shall submit a claim to the City of Santa Paula for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

C. This Section shall survive the termination or expiration of this Sublease. The provisions of this Section shall not be restricted by and do not affect the provisions of this Sublease relating to insurance.

23. INSURANCE. LESSEE shall obtain and maintain during the term of this Sublease insurance coverages as specified by the City, by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that LESSEE obtain and maintain such insurance coverages. At a minimum, LESSEE shall procure and maintain: (i) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the City as an additional insured; (ii) Property insurance covering LESSEE's personal property at the Subleased Area; and (iii) Workers' Compensation insurance as required by California law, if applicable. LESSEE shall provide certificates of insurance and endorsements to the City prior to the Effective Date of this Sublease and annually thereafter by

July 1st of each year, or upon request by the City. Failure to maintain required insurance shall constitute a material breach of this Sublease, authorizing immediate termination by the City. LESSEE shall, within a reasonable time, provide City with evidence of its compliance with these insurance requirements upon City's request.

24. COMPLIANCE WITH LAW. LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LESSEE.

25. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this Sublease will not constitute a waiver of any further breach of the same or other term of this Sublease.

26. INSOLVENCY; RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or a general assignment by LESSEE for the benefit of creditors, or any action taken or offered by LESSEE under any insolvency or bankruptcy action, will constitute a breach of this Sublease by LESSEE, and in such event this Sublease will automatically cease and terminate.

27. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Sublease or by law to be served on or given to either party to this Sublease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

LESSEE at: Athens Services
Attn: Paul Yanez
14048 E. Valley Blvd
City of Industry, CA 91746
Telephone: 626-474-6150

CITY at: City of Santa Paula
Attn: City Manager's Office
P.O. Box 569
Santa Paula, CA 93060
Telephone: 805-933-4201

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

28. GOVERNING LAW. This Sublease has been made in and will be in accordance with the laws of the State of California and exclusive venue for any action involving this Sublease will be in Ventura County.

29. PARTIAL INVALIDITY. Should any provision of this Sublease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Sublease will remain in effect, unimpaired by the holding.

30. INTEGRATION. This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Sublease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There is one (1) attachments to this Sublease.

31. CONSTRUCTION. The language of each part of this Sublease will be construed simply and according to its fair meaning, and this Sublease will never be construed either for or against either party.

32. AUTHORITY/MODIFICATION. Each of the persons executing this Sublease on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Sublease on behalf of said party; (iii) by so executing this Sublease, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Sublease. This Sublease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY. Notwithstanding the foregoing, LESSEE's city manager reserves the right to seek city council approval to execute amendments when appropriate in the city manager's judgment.

33. COUNTERPARTS. This Sublease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[Signatures on Next Page]

SIGNATURE PAGE TO SUBLEASE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND ATHENS SERVICES

IN WITNESS WHEREOF the parties hereto have executed this Sublease on the day and year first hereinabove written.

CITY OF SANTA PAULA

_____
Dan Singer
City Manager

ATHENS SERVICES

By: _____
Name:
Its:

ATTEST

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM

_____
Monica Castillo
City Attorney

Taxpayer ID No_____

EXHIBIT A
PROPERTY



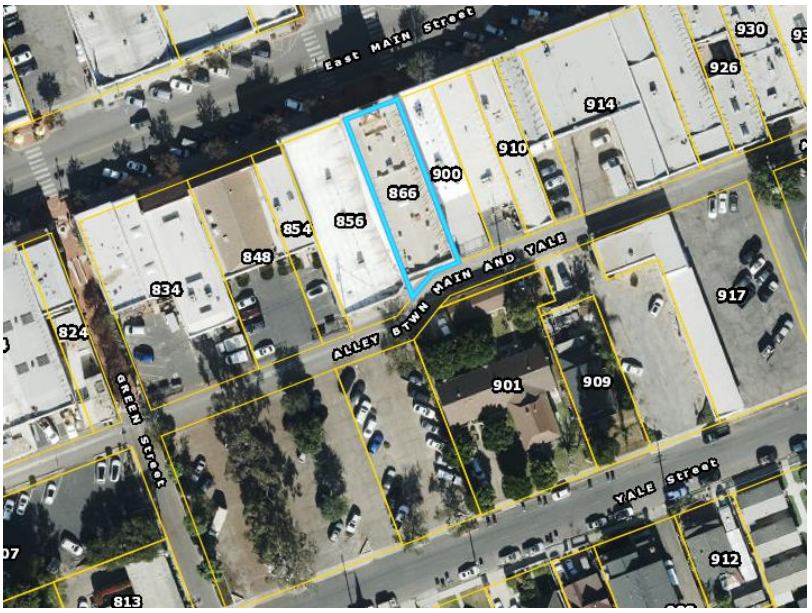
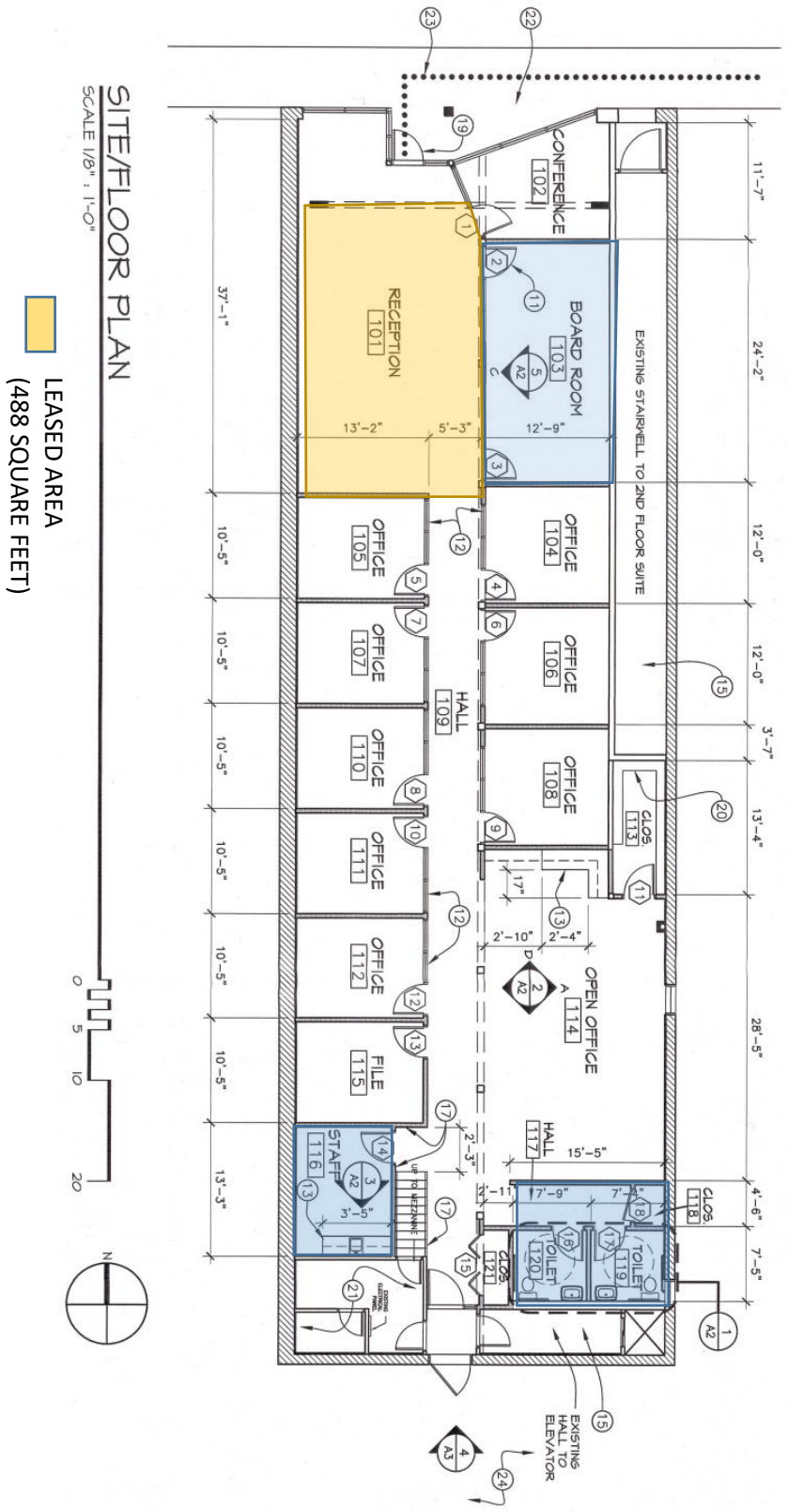


EXHIBIT B
FLOORPLAN 866 EAST MAIN ST
(ATHENS SUBLEASE)



CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Caesar Hernandez, Management Analyst

Subject: SERVICE AGREEMENT FOR PERMIT MANAGEMENT SOFTWARE

Date: August 6, 2025

Agenda Item: 10.K

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to enter into a service agreement with GovWell to establish an online submittal and permitting system for Building & Safety permits and Planning applications.

BACKGROUND:

Assembly Bill 2234 ("AB 2234") effective January 1, 2023, establishes new requirements aimed at streamlining the processing of post-entitlement residential housing development permits. The new requirements mandates cities and counties to: (1) prepare a post entitlement permit application list with required material, (2) post an example of a complete, approved application and an example of a complete set of post-entitlement phase permits for at least five types of housing development projects, (3) issue post-entitlement permits within mandatory time limits and (4) establish a digital platform that allows for the online submission of development applications and provides real-time status updates for permits related to housing projects.

AB 2234 is part of the state's broader effort to promote housing production, reduce administrative delays, and enhance transparency and accountability in the development review process. The law specifically targets post-entitlement permits, which are commonly seen as a bottleneck in moving approved housing projects into the construction phase. This item enables and facilitates City's compliance with AB 2234's online application submission requirement and mandatory processing time limits.

Summary of AB 2234 Requirements:

Cities with populations over 75,000 are required to comply with the following by January 1, 2024. However, local agencies like Santa Paula with populations fewer than 75,000 residing in a county with population of less than 1,100,000 must comply by January 1, 2028:

1. Online Application Submission Platform

- Cities must provide the capability to accept applications for post-entitlement housing development permits through a digital platform.
- Post-entitlement permits include those necessary to begin construction after a project has already received land use approvals, such as grading, building, and encroachment permits.

2. Status Tracking Tool
    - The platform must include a status tracking feature that enables applicants and the public to monitor the progress of each permit application in real-time.
    - This includes key milestones such as application submittal, completeness determination, review comments, resubmittals, and final approval or issuance.
3. Standard Processing Timelines
    - AB 2234 establishes standard timelines for permit processing:
        - 15 business days to review and determine whether an application is complete.
        - 30 or 60 business days, depending on units in the project, to approve or deny a permit application deemed complete.
    - Cities must notify applicants in writing if additional information is needed and must clearly identify all deficiencies in the application.
4. Transparency and Public Access
    - The online platform must be accessible to the public and updated regularly to reflect the current status of applications.
    - Cities must also post standard checklists and required documentation to assist applicants in navigating the process.

ANALYSIS:

City of Santa Paula Compliance Overview:

For the past two years, the City of Santa Paula has been evaluating its internal workflows and digital infrastructure to ensure compliance with AB 2234. Staff has been coordinating with the Information Technology Division, Building & Safety, and the Finance departments to assess available solutions and identify gaps in the City's current permitting system.

Key considerations include:

- Leveraging or upgrading the City's existing permit management software (e.g., Tyler EnerGov) to support online applications and public tracking.
- Reviewing other permit management software proposals (e.g. Central Square, OpenGov, GovWell, Clariti, and SmartGov)

- Standardizing internal permit review procedures to meet the mandated response timelines.

- Ensuring interdepartmental coordination to provide seamless and timely updates on application status.

The City currently uses an internal platform (Access database) that requires manual entry of all application data for processing permits related to building, planning, and licensing. This system has been in place for many years and has become increasingly inefficient, lacking in key features, and unable to meet the demands of residents, developers, and city staff.

In recent years, the volume of permit applications has grown significantly, and the current system's limitations have led to increased processing times, customer service challenges, and limited transparency in tracking and reporting.

Transitioning to an electronic format for building permits is a vital step in modernizing Santa Paula's Community & Economic Development Department operations. It streamlines the permitting process, increases transparency, reduces paperwork, and significantly improves efficiency for both municipal staff and applicants. An online system enables faster application review, real-time status updates, all while also reducing the cost and space impact of printing and storing physical documents. This shift enhances accessibility across the board. Overall, an electronic permitting platform represents a smart, sustainable, and citizen-focused solution that is geared up for the growth that is forthcoming in Santa Paula.
The City selected GovWell over the other three bidders based on a combination of factors that aligned more closely with the City's operational goals and service expectations. GovWell demonstrated a comprehensive understanding of municipal permitting and licensing workflows and provided a customizable, user-friendly platform specifically tailored for local government processes. In addition, GovWell offered strong customer support, a competitive implementation timeline, and a pricing structure that represented the best overall value. Their proposal also included features and integrations not offered by other bidders, giving the City confidence in GovWell's ability to support both current needs and future scalability.

STRATEGIC PLAN:

This action is consistent with Goal B: Economic Development, in the City's newly adopted Strategic Plan. Objective B.5 Streamline application and permitting processes by implementing software systems to reduce cycle time for applicants.

FISCAL IMPACTS:

The total cost of the GovWell service agreement is $40,000 for Year 1 and $40,000 for Year 2. The funding for year 1 ($40,000) and Year 2 ($20,000) will funded through the approved two-year budget for Fiscal Years 2025–2026 and 2026–2027, under General Ledger No. 800-5-3001-207 (Professional/Contract Services – Computer/Software). The remaining $20,000 in year 2 will be funded through an additional budget appropriation from General Ledger No. 800-5-3001-215 (General Plan Maintenance Fund).

OPTIONS:

City Council has the following options:

1. Approve Staff's recommendation.

2. Do not approve the service agreement.

3. Provide alternative direction to Staff.

ATTACHMENTS:

Attachment A_GovWell Order Form - Santa Paula CA 6.2.25.docx-2.pdf
ATTACHMENT B, Bids (Plan Check Software).pdf

GOVWELL ORDER FORM

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. ("**GovWell**") and the customer identified below ("**Customer**"), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: City of Santa Paula, CA	**Effective Date:**
Customer Contact: James Mason	**Contact Email: jmason@spcity.org**
Contact Phone: 805-933-4214 Ext. 251	**Billing Contact:**
Billing Email:	**Billing Phone:**

1. SOFTWARE MODULES, LICENSES, AND SUPPORT.

Beginning on the Effective Date**,** GovWell will make available to Customer the following software modules:

Software Module	Description	Price in Year 1 and Year 2 (Annual)	Price in Year 3 and Year 4 (Annual)
Building Permits & Inspections	Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public. Includes Contractor Registration.	$17,000	$25,000
Code Enforcement	Online citizen complaints + code enforcement case management.	$11,500	$17,000
Planning & Zoning	Online planning & zoning applications, workflow management, and plan review.	$11,500	$17,000
	TOTAL:	**$40,000**	**$59,000**

Licenses: GovWell will provide unlimited user licenses to Customer.

Support: GovWell will provide email, phone, and chat-based support to Customer Monday through Friday, 9am to 5pm EST. GovWell will provide responses to all Customer inquiries within 1 business day.

2. IMPLEMENTATION & DATA MIGRATION SERVICES

Beginning on the Effective Date, GovWell will provide implementation services to Customer to ensure the successful launch and adoption of the software. These implementation services may include, but are not limited to: GIS integration, integration with payment processing software, data migration, system configuration, system modifications, and staff training.

Service	Description	Price (one-time)
Implementation - Standard	Full-service configuration of system, including: ● Online forms / applications ● Workflows for each record type ● Document templates (Permit cards, COs, notices of violation) ● Inspection templates ● Reports ● Staff training	~~$20,000~~ WAIVED
Data Migration (Raw Data + Files) - Standard	Migration of historical data to GovWell including data in CSV, Excel, PDF and JPG format. Customer is responsible for exporting the data in the aforementioned format(s) and providing it to GovWell, and GovWell is responsible for importing it. To ensure a successful migration of files, Customer is additionally responsible for providing GovWell data in a CSV or Excel format that details an explicit connection between files and other records - e.g. a CSV file specifying that file "ABC.pdf" is connected to Building Permit #24-0001. Modules included: ● Building Permits & Inspections (Raw Data + Files for open applications) ● Planning & Zoning (Raw Data + Files for open applications) ● Code Enforcement (Raw Data)	~~$9,000~~ WAIVED
		TOTAL: WAIVED

3. SUMMARY OF FEES AND TERMS

Item	Description
Year 1& Year 2 Annual Cost	$40,000
Year 3 & Year 4 Annual Cost	$59,000
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date

4. INITIAL TERM

Initial Term: Four (4) years, beginning on the Effective Date and ending on _____.

5. **TERMS OF SERVICE**. The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at http://www.govwelltech.com/terms (as

amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER: City of Santa Paula, CA	**GOVWELL TECHNOLOGIES INC.:**
By (Signature):	**By (Signature):**
Name (Printed):	**Name (Printed):**
Title:	**Title:**
Date signed:	**Date signed:**

ATTACHMENT B

PERMITTING SOFTWARE BIDS

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Santa Paula, CA

Granicus Proposal for Santa Paula, CA

ORDER DETAILS

Prepared By:	Brian Ondrako
Phone:	
Email:	brian.ondrako@granicus.com
Order #:	Q-430332
Prepared On:	03 Jun 2025
Expires On:	31 Jul 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
SmartGov Training	Upon Delivery	1 Each	$3,040.80
SmartGov Custom Implementation	Upon Delivery	1 Each	$0.00
Project Management - SmartGov	Upon Delivery	1 Each	$9,760.75
Map Connector Configuration	Upon Delivery	1 Each	$1,378.65
Parcel Connector Configuration	Upon Delivery	1 Each	$3,445.05
Portal Configuration	Upon Delivery	1 Each	$1,378.65
Fees Configuration (Pages)	Upon Delivery	10 Each	$5,859.00
General Config	Upon Delivery	1 Each	$2,756.25
Workflow template customization	Upon Delivery	1 Each	$16,487.10
Data Migration - Documents & Attachments	Upon Delivery	1 Each	$3,150.00
Standardized Data Migration - Code Enforcement	Upon Delivery	1 Each	$3,445.05
Standardized Data Migration - Permits	Upon Delivery	1 Each	$5,512.50
BlueBeam Connector Configuration	Upon Delivery	1 Each	$1,653.75
Financial Export Connector Configuration	Upon Delivery	1 Each	$2,756.25
Custom Reports	Upon Delivery	10 Hours	$5,250.00
Standardized Data Migration - Licensing	Upon Delivery	1 Each	$6,891.15
Base Standardized Migration Cost	Upon Delivery	1 Each	$2,067.45
		SUBTOTAL:	**$74,832.40**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
SmartGov - Enterprise	Annual	1 Each	$43,192.80
SmartGov Code Enforcement	Annual	1 Each	$0.00
SmartGov Licensing	Annual	1 Each	$0.00
SmartGov Permitting	Annual	1 Each	$0.00
SmartGov Connector BlueBeam	Annual	1 Each	$1,440.60
SmartGov Connector Financial	Annual	1 Each	$1,440.60
		SUBTOTAL:	**$46,074.00**

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Code Enforcement	Annual subscription for SmartGov Code Enforcement Module for managing service requests and complaints.
SmartGov Licensing	Annual subscription for SmartGov Licensing Module for contractor registration, rental registration, business licensing.
SmartGov Permitting	Annual subscription for SmartGov Permitting Module for building and planning permits, inspections, and contacts.
SmartGov Training	Includes up to two (2) hours of User Acceptance Training to prepare primary users for Validation, focused on navigation and testing best practices. Go-Live training will span a one (1) week period, provided in three (3) hour sessions focused on Permit/Application Intake, Review, Inspections and Code Enforcement processes (as needed).
SmartGov Custom Implementation	SmartGov Configuration based on implementation options selected.
Project Management - SmartGov	Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues. Project Management Services include: • Project planning and kickoff meetings. • Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments. • Status reporting and coordination of status meetings, bi-weekly, or as required. • Schedule monitoring and scope management. • Risk Management planning to identify, analyze, and mitigate risks. • Action Item and decision tracking, as well as resolving and escalating issues.

Solution	Description
	• Change control management and issue tracking. • Company project resource management. • Verify product and deliverable acceptance with Subscriber. • Facilitating transition to Support. • Company's Project Manager will serve as the single point of contact for the project related to this SOW.
Map Connector Configuration	Configure subscribers ESRI GIS layers into SmartGov Troubleshooting the incoming data Train client on how to maintain the service in SmartGov. MAP/GIS Connector: Company will connect to ESRI Map Service provided by Subscriber and secured by a publicly trusted certificate issued by a Certificate Authority. Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration. SmartGov Requirements for Map Connector Integration: ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online. Subscriber Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included. Custom base maps are not supported. Base maps from the ESRI base map library will be available for use. The following base maps are currently included (subject to change): Imagery Imagery Hybrid Streets Topographic Navigation Streets (Night) Terrain with Labels Light Gray Canvas Dark Gray Canvas Oceans National Geographic Style Map Open Street Map Charted Territory Map

Solution	Description
	Community Map Navigation (Dark Mode) Newspaper Map Human Geography Map Human Geography Dark Map Modern Antique Map Mid-Century Map Nova Map Colored Pencil Map Firefly Imagery Hybrid USA Topo Maps
Parcel Connector Configuration	Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the Subscriber. Configure Subscribers parcel fields into SmartGov. Troubleshooting the incoming data and providing recommendations for Subscriber to resolve data gaps. Train Subscriber on how to maintain the service in SmartGov. Delimited File – A delimited file may be uploaded to the job at runtime. The delimited file option supports a single address for each individual parcel. Subscriber must use the template provided by Company. Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password. Subscriber is responsible for obtaining, cleaning, and maintaining all parcel data within the delimited file and/or ESRI Rest service. The configured parcel job will be available for Subscriber to run on-demand after go-live. The Parcel Layer Job can be set to run daily, weekly, monthly, or annually defined by how often Subscriber intends to update the Rest Service. Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum: Parcel Number Primary Situs Address Primary Situs City Primary Situs State Primary Situs Zip Code Owner Name Owner Street Address Owner City populated for USA addresses only Owner State populated for USA addresses only Owner Zip Code populated for USA addresses only

Solution	Description
	International Indicator with a value of "Y" for any owner address outside of the USA International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA Inclusion of the following additional fields is recommended: Parcel center point latitude in decimal degrees Parcel center point longitude in decimal degrees If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields: Parcel Number Secondary Situs Address Secondary Situs City Secondary Situs Zip Code Inclusion of the following additional fields is recommended for the secondary address layer: Address point latitude in decimal degrees Address point longitude in decimal degrees
Portal Configuration	Company will customize Subscriber's Portal by: • Loading Subscriber logo. • Exposing all permits/business licenses identified in Configuration workbook in which citizens will have access. • Advising on best practices for public release timeline and access code configuration. • Load Subscriber custom verbiage into limited fields. • Provide the access URL (Uniform Resource Locator) for Subscriber to add link to jurisdiction web pages. Includes consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.
Fees Configuration (Pages)	Subscriber Fees configured based on provided Fee schedule and according to Configuration Workbook. Based on Subscriber fee schedule, defined in the Order Form, Company will: • Setup Subscriber fee code calculations. • Load Subscriber FMS (Financial Management System) / GL (General Ledger Code) (according to Configuration Workbook). • Load Subscriber Valuation table (according to Configuration Workbook or ICC (International Chamber of Commerce) table). Setup Subscriber fixture costs (according to Configuration

Solution	Description
	Workbook). • Load other Subscriber custom attributes / details as required for Subscriber fee calculations (according to Configuration Workbook).
General Config	General Configuration: As part of the General Configuration, Company will: • Create Subscriber database with best practice defaults. • Provide Validation environment access to Subscriber. • Load Subscriber users with Company standard permissions (according to Configuration Workbook). • Configure system values (locality, time zone, header and footer detail, standard report settings). • Load Client Code References/Violation types (according to Configuration Workbook). • Set up General Ledger accounts. • Load Subscriber logo. • Provide access to over 100 reports and output document templates. Subscriber receives credentials for environment when initial configuration items under General Configuration deliverable are completed.
Workflow template customization	Workflow Template Configuration: Company will configure process templates as defined in the Business Process Analysis phase for each department in scope: Building/Permits, Code Enforcement, Licensing and/or Recurring Inspections. Company will: Load Subscriber Code References/Violation types (according to Configuration Workbook). Load custom attributes/details within the limited fields available (not associated with fees, according to Configuration Workbook). Configure workflow to meet business requirements defined in Configuration Workbook. Consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements. Completed upon configuration according to documentation in the Configuration Workbook

Solution	Description
	Percentage: 100%
SmartGov Connector BlueBeam	The SmartGov Bluebeam connector provides the ability to check out documents for plan review and markup using the subscriber's Bluebeam subscription. Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction.
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
Data Migration - Documents & Attachments	Includes migration of clients documents/images as attachments to notes on permits, parcels, code enforcement cases or licenses. Client must provide easy mapping from documents to the object (permit, parcel, case etc...) it will be attached to
Standardized Data Migration - Code Enforcement	Company will import Code Enforcement data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The fields below are considered in-scope of a standard Code Enforcement data migration. The final output has many factors, including the fields available from the source data. Migration includes only current occurrence, no history. Fields: Case Request, Basic Case, Info Complainant, Contacts, Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.
Standardized Data Migration - Permits	Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom

Solution	Description
	data migration. The fields below are considered in-scope of a standard Permit data migration. The final output has many factors, including the fields available from the source data. Fields: Basic Permit Info, Parcel Contacts (Contractors will be listed on Contacts), Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.
BlueBeam Connector Configuration	Assist Subscriber in configuring Bluebeam connection. Testing connection with Subscriber. Training provided on SmartGov check-out and check-in process only. The service and subscription for this connector does NOT include a subscription to Bluebeam or training on how to install or use the Bluebeam software. Subscriber is responsible for providing an active subscription to Bluebeam Studio Prime with REVU 21 to use the SmartGov Bluebeam Connector. Each user that will be checking permits out to Bluebeam from SmartGov or accessing the submittal documents from SmartGov for review in Bluebeam will need to be a member of the Studio Prime account. Bluebeam Software is comprised of a document management component, known as Studio, and a client-side application, Revu. Each component has three (3) editions with various features. Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction. It is available in the following editions: Bluebeam Studio Prime (Compatible with SmartGov) – Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost Bluebeam Studio (Not Compatible with SmartGov) – Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam

Solution	Description
	cost Bluebeam Studio Enterprise (Not Compatible with SmartGov) – On-Premises Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents. This software must be installed on each client computer that will be used to perform review and mark up tasks. Revu is available in the following editions: Revu Standard (Compatible with SmartGov) – Standard tool set Revu CAD (Compatible with SmartGov) – Includes all of the standard tools, along with plugins for 2D and 3D PDF creation Revu eXtreme (Compatible with SmartGov) – Includes all of the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes. The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with SmartGov. Each SmartGov user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime account.
Financial Export Connector Configuration	Configure financial export according to subscribers FMS (financial management system) as provided by Subscriber. Train Subscriber on how to export and set scheduler. Company will customize the configuration of the export to match Subscriber financial system input needs as documented. Available customizations include: Additional data fields Altered order of column information Alternate delimiter or fixed width formatting A header line is not part of the export. Financial Connector does not connect directly with any Financial Management System. If Subscriber provides a local (FTP) File Transfer Protocol, the Financial Connector can automatically upload to the defined FTP destination. By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points: Receipt Number Receipt Date FMS/GL Code Fund GL Account Fee Amount Paid

Solution	Description
	Fee Code Name Permit/License/Case Number Payer Name The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points: FMS/GL Code Fund GL Account Fee Amount Paid The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
Custom Reports	Custom scoped work for custom reports outside of the scope of the standard reports offered.
Standardized Data Migration - Licensing	Company will import Licensing data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The fields below are considered in-scope of a standard Licensing data migration. The final output has many factors, including the fields available from the source data. Migration includes only current occurrence, no history. Fields: License Info, Contacts, Parcels, Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.
Base Standardized Migration	Base Data Migration includes non-module data such as contacts and is

Solution	Description
Cost	included in all standard data migration packages with one or more module data migrations. Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The Standard Data Migration includes the Base fields and one or more of the additional datasets per the Sales Order Form. The fields below are considered in-scope of a standard data migration. The final output has many factors, including the fields available from the source data. Parcels: Ownership Addresses Contacts: Phone Address Email The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-430332 dated 03 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Santa Paula, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-430332 dated 03 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Santa Paula, CA	
Signature:	
Name:	
Title:	
Date:	

carahsoft®

Carahsoft's Proposal to

Santa Paula

Clariti Launch Permitting System

Friday,
May 2, 2025

Solution Provided By

Clariti Launch
Permitting System

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
888.662.2724 | www.carahsoft.com

Primary Point of Contact
Matthew Null | Senior Sales Representative
571.662.3418 | Matthew.Null@carahsoft.com

Secondary Point of Contact
Proposals@carahsoft.com

carahsoft.

May 2, 2025

Santa Paula

Re: Carahsoft's Proposal to Santa Paula for Clariti Launch Permitting System,

Dear Santa Paula Procurement,

Carahsoft Technology Corp. appreciates the opportunity to present to Santa Paula (the City)'s our Propsal for the Clariti Launch Permitting System.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as the GSA Multiple Award Schedule (MAS) contractor (47QSWA18D008F) and reseller for Clariti. As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies, Education, and Healthcare markets.

Please feel free to contact me directly at 571.662.3418/Matthew.Null@carahsoft.com or Victoria Ritter at 703.673.3513/Victoria.Ritter@carahsoft.com with any questions or communications that will assist the City in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Matthew Null

Matthew Null
Senior Sales Representative

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EXECUTIVE SUMMARY

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®. Founded in 2004 and based in Reston, Virginia, the company works with a robust and growing ecosystem of thousands of reseller partners, system integrators, IT solutions providers and a deep portfolio of contract vehicles, Carahsoft proactively markets, sells, and distributes emerging and leading IT solutions to government markets in the U.S. and Canada, as well as education, healthcare, critical infrastructure, not-for-profit and commercial markets.

Technology Portfolio: As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for 5G, AI and Machine Learning, Customer Experience and Engagement, Cybersecurity, DevSecOps, Education, FedRAMP Technologies, Geospatial, Healthcare Technology, Law Enforcement Technology, Mobility, MultiCloud, Open Source, Training Technology, Zero Trust and more.

Proven Execution: Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Partner Enablement: Our partner ecosystem encompasses more than 4,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Growth And Stability: A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of $3.4 million in our first year in 2004 to over $19.5 billion in 2024. In a single month, September of 2024, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 24,541 orders worth more than $3.4 billion.

Awards And Recognition: In recognition of our accomplishments, Carahsoft has received hundreds of awards for service excellence, business performance, and leadership from our customers, partners, and industry. For more information on the hundreds of awards we have received please visit our website at https://www.carahsoft.com/awards.

Solution Provider: Clariti

Clariti Launch is a web-based solution that improves the customer experience for permit, licensing, planning, business licensing and code enforcement processes. Clariti Launch software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal Clariti Launch is excited to offer the solutions outlined below.

PERMIT, LICENSING AND CODE ENFORCEMENT SYSTEM

Clariti Launch will assist in configuring and running a hosted Permit/Licensing and Code Enforcement System for the agency. The agency has the following needs that will be addressed under this scope:

- A fully hosted, web-based system that is accessible to staff and applicants.
- A smart application portal that generates a set of requirements based on the details of the application.
- Application review and reporting.
- Fee Generation and online payment capabilities.
- Document upload and storage.
- Internal review and task management.
- Inspection management.
- Planning module included
- Business Licensing included

Agency staff with Administrator-level permissions will be able to do the following configuration within the Permitting System:

- Build any type of Guide option they wish.
- Configure an unlimited number of internal users. Staff will be able to add and remove users at any time.
- Upload PDF files to create digital forms with overlaid fields or signatures that need to be collected from applicants.
- Define fees that need to be collected from applicants. Fees can be defined by a formula that includes numeric variables.
- Require that certain documents need to be uploaded as part of an application process.
- Create a series of templates for common tasks such as inspections or internal reviews.
- Use a logic-driven rules engine to create the different application, review, and inspection processes based on information provided by the applicant. The rules can also be driven by GIS queries. Clariti Launch will integrate commission-provided GIS layers into the Permit/Licensing and Code Enforcement System.
- Configure the different Record types to be issued. Each Record type can be set to expire after a period of time. A re-application workflow can be defined for each license type and will automatically begin during the expiration window.
- Customize instructions and helper text through a rich text editor.
- Configure Data Fields that can be reused throughout the system in rules, fee calculations and on forms. Data Fields can be configured with a default value.
- Configure User Fields that will be saved to each Applicant user's account and auto populated on new Submissions.
- Create customizable workflows with custom statuses, transitions, and auto-transitions based on task completion.

- Configure tasks or steps to be auto assigned based on workflow status.
- Configure a set of pre-defined message templates that can be used for messaging within Submissions.
- Manage GIS layers with the Clariti Launch Geo Service:
  - Add, remove or view existing layers and history.
  - Import layers as shapefiles or through an ESRI URL.
  - Update layer data manually at any frequency.

All Agency staff will be able to do the following (from a desktop or tablet via web browser interface):

- View a table of all Submissions. Filter and search by any Data Field, User Field or System Field.
  - Create Saved Views based on a specific set of filters. Saved views can be private or global.
  - Export a CSV file of all Submissions
- For each Submission:
  - Update the status within the associated workflow, as long as required steps have been completed. Required steps and tasks will automatically be added as the workflow advances.
  - Request changes on specific steps for the applicant to re-complete.
  - View the current Applicant's information and transfer ownership to a new Applicant.
  - View all tasks assigned to the applicant and to internal staff. View task status.
  - Add or remove tasks. Assign tasks to any user and specify a due date. Mark tasks as complete.
  - Manage Reviews:
    - Assign each review to a user or group.
    - Add documents to each review.
    - Share correction letters and markups with the Applicant.
    - If integrated with a 3rd-party review system, send and receive documents from that system.
  - Manage Inspections:
    - Accept inspection requests
    - Manage and schedule inspections from the inspection calendar
    - Complete inspections via the inspection app or on the desktop version
  - View all financial transactions and outstanding fees.
    - Refund (partially or fully) fees that have been paid.
    - Manually adjust the value of any fee before it is paid.
    - Add a note to each transaction.
  - Fill out internal forms.
  - View all answers provided by the applicant and all GIS queries that were run against the Submission.
  - View, update, add and remove data fields that were collected during the application.
  - View all documents that were uploaded by the applicant and by other staff. View a date stamp on each document.
  - Upload new documents directly to the submission. If on a tablet or mobile, attach photographs.
  - Issue a Record (Permit, License, or Code Violation) to the Submission. View all Records that have been issued to the Submission.
  - Send messages directly to the applicant through any task or application step. Pre-defined message templates can be searched for and added.
  - Log private, internal notes on any task or application step or on the Submission directly.

  - View an Activity Feed showing all messages sent, status updates, payment modifications, and automated emails.
  - View a map showing how the Submission address interacts with GIS and parcel attributes. Please note that the map will not show GIS layers aside from parcels.
  - Change or update the address for the Submission.
  - Log time spent working on the Submission for time-tracking purposes. View a history of all logged time by a user.
  - Subscribe to the Submission to receive notifications and updates.
- Create a new Submission on behalf of an applicant and assign it to their account.
- View a table of all Records that have been issued. For each Record, view the expiration status (active, expiring soon, expired) and manually update the expiration date. Void or archive records.
- View a list of all tasks assigned to a user, or all tasks across the system. Sort and filter by status, assignment, due date.
- View all Submissions and Records on a map. Select a location to view all Submission and Records at that address.
- Receive email notifications when an applicant sends a chat message and when a task is assigned to a user. A notification is also sent when a task nears its due date.
- Integrate a payment processor to process financial transactions through Clariti Launch.
- Search, view or export a CSV file of all financial transactions processed or recorded within Clariti Launch.

Applicants will be able to do the following:

- Create an account based on an email address. All progress is saved in real-time when logged in.
- View a list of any applications (in progress or submitted) that have been issued.
- Go through a guided application process that starts with a survey. The survey asks for the type of permit, the location, and additional details defined by the Commission. These factors then generate a list of required steps for the applicant to complete.
- Be automatically informed of any location-based restrictions at their address.
- View a checklist-style list of all tasks that have been completed and that are pending.
- Fill out digital forms and sign with a digital signature.
- Upload documents by dragging-and-dropping from their desktop.
- View auto-calculated fees and pay fees via credit card. A transaction fee is applied to all credit card payments, set by the payment processor.
- Send chat messages directly to the agency.
- Receive email notifications when a chat message is sent by the agency, when the application status is updated, and when a Record is issued.
- Clariti Launch will allow applicants to schedule inspections through a calendar interface. Calendar invites will be sent to the applicant and inspector.
- View any Records that have been issued to the Submission.
- Receive an email notification when a Record is nearing expiration. The applicant will be invited back to the system to complete any required re-application steps.

Clariti Launch currently supports the following integrations out of the box.

- Payment Processors – integration included at no additional costs
  - Stripe
  - Authorize.net
- Payment Processors – annual integration charges apply
  - Paymentus
  - Point and Pay
  - Certified Payments
  - PayPal
- Plan Review / Markup – integration included at no additional cost
  - ePlanSoft
  - Blue Beam

Clariti Launch provides open APIs that allow for new integrations to be configured or built. Any additional integrations beyond Clariti's existing capabilities will need to be developed by the city or a third-party provider.

For each Code Enforcement Case:

- Update the status within the associated workflow to reflect the case escalation or resolution.
- Different workflows are supported for different violations based on the escalation process
- Required steps and tasks will automatically be added as the workflow advances.
- Have a place for officers to log violations and generate enforcement letters from the system.
- Violations and code language are stored in Camino and can be inserted into enforcement letters
- View all tasks assigned to staff and view task status.
- Add or remove tasks. Assign tasks to any user and specify a due date. Mark tasks as complete.
- Add pictures and documentation to each case to track violations.
- Manage initial inspections and re-inspections
- Camino also offers an inspection app which can be used on Apple or Android tablets or smartphones, which will allow the enforcement officers to work offline in the field when they lose coverage.
- View all financial transactions and outstanding penalty fees.
- Refund (partially or fully) fees that have been paid.
- Manually adjust the value of any fee before it is paid.
- Add a note to each transaction.
- Fill out and print internal forms.
- View all documentation uploaded by staff. View a date stamp on each document.
- Log private, internal notes on any task or on the Case directly.
- View an Activity Feed showing all messages sent, status updates, payment modifications, and automated emails.
- View a map showing how the Case address interacts with GIS and parcel attributes. Please note that the map will not show GIS layers aside from parcels.
- Use GIS to automatically populate property owner name, address, and other pertinent parcel information into the enforcement letters.

- Change or update the address for the Case.
- Subscribe to the Case to receive notifications and updates.
- Collect public complaints using the Submissions.
- View a table of all Records that have been issued. For each Record, view the expiration status (active, expiring soon, expired) and manually update the expiration date. Void or archive records.
- View a list of all tasks and inspections assigned to a user or all tasks across the system. Sort and filter by status, assignment, and due date.
- View all Cases on a map. Select a location to view all Cases at that address.
- Search, view, or export a CSV file of all financial transactions processed or recorded within Camino.

COST PROPOSAL

Please find Carahsoft's quotation beginning on the following page.

Salesforce AppExchange Price Quotation

Carahsoft Technology Corp

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO:	Tom Tarantino Planning & Econ Dev Manager City of Santa Paula P.O. Box 569 Santa Paula, CA 93061 USA	FROM:	Matthew Null Salesforce ISV Team at Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, VA 20190
EMAIL:	ttarantino@spcity.org	EMAIL:	Matthew.Null@carahsoft.com
PHONE:	(805) 933-4214	PHONE:	(571) 662-3418 FAX: (703) 871-8505

TERMS:
FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	54829763
QUOTE DATE:	05/01/2025
QUOTE EXPIRES:	05/31/2025
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$144,086.02
TOTAL QUOTE:	$144,086.02

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1				
1	CO-001	Clariti Launch - Software License Community Development Solution, Clariti Guide, Clariti Annual Support, Single Sign On Clariti Cloud Inc	$35,483.87	OM	1	$35,483.87
2	CO-002	Total cost of Implementation Clariti Cloud Inc	$37,634.41	OM	1	$37,634.41
		YEAR 1 SUBTOTAL:				$73,118.28
		YEAR 2				
3	CO-001	Clariti Launch - Software License Community Development Solution, Clariti Guide, Clariti Annual Support, Single Sign On Clariti Cloud Inc	$35,483.87	OM	1	$35,483.87
		YEAR 2 SUBTOTAL:				$35,483.87
		YEAR 3				
4	CO-001	Clariti Launch - Software License Community Development Solution, Clariti Guide, Clariti Annual Support, Single Sign On Clariti Cloud Inc	$35,483.87	OM	1	$35,483.87
		YEAR 3 SUBTOTAL:				$35,483.87
		SUBTOTAL:				$144,086.02
		TOTAL PRICE:				**$144,086.02**
		TOTAL QUOTE:				**$144,086.02**

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Please include the Carahsoft quote number 54829763 on the PO

Notes
1. Any purchase order generated on this quote indicates acceptance of all terms and conditions on the Clariti Customer Terms of Service
2. Warranty is provided concurrent to licensing subscription, provided that all Clariti managed packages are kept within 1 year up to date.
3. Implementation includes build hours and all project management activities for up to 40 Guides/ Submission types
4. Implementation and ongoing service plan includes end user training and access to the instructional document & video library.
5. Starting in Year 2, Clariti reserves the right to increase prices up to the greater of 5% or the annual change in the Consumer Price Index statistics published by the United States Bureau of Labor.
6. Pricing assumes a 3-year commitment. Enhanced Support is optional and can be added starting in Year 2.

Exclusions

1. Workflows and configuration that goes beyond the Clariti' 'out of box' capabilities are excluded from licensing, implemention and professional services fees.

CUSTOMER TERMS OF SERVICE

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT BY USING OR OTHERWISE ACCESSING A CLARITI SOLUTION OR ANY OTHER SERVICES, THE CUSTOMER AGREES TO BE BOUND BY THESE CUSTOMER TERMS OF SERVICE.
IF THE CUSTOMER DOES NOT AGREE WITH THESE TERMS OR DOES NOT WANT THEM TO BIND THE CUSTOMER, CUSTOMER SHOULD RETURN ALL CLARITI SOLUTIONS AND RELATED SOFTWARE TO CLARITI CLOUD USA, INC. OR ITS AUTHORIZED DESIGNEE WITHOUT INSTALLING, USING OR OTHERWISE ACCESSING IT.
These Customer Terms of Service (including any policies, documents, or other agreements incorporated by reference herein, each as amended, restated, modified, supplemented, or replaced from time to time by CLARITI upon notice to the Customer, collectively, the "Agreement") set forth the terms and conditions applicable to the access to or licensing of the SAAS Services from CLARITI CLOUD USA, INC., of 2261 Market Street #4302 San Francisco, CA 94114 ("CLARITI") by the party subscribing to the SAAS Services for use thereof (the "Customer"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set out in Section 14.
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including Customer's access to and use of any CLARITI Solution, the parties agree as follows:
1. INTRODUCTION
1.1 QUOTE. CLARITI owns or otherwise has the rights to operate the CLARITI Solutions (as defined herein), being proprietary, web-based software solutions that improve customer experience for permit and licensing processes, made available by or through CLARIT as CLARITI LaunchTM or CLARITI GuideTM (each, a "CLARITI Solution" and collectively, the "CLARITI Solutions"). Unless otherwise agreed to in writing by CLARITI, the details of the applicable CLARITI Solution purchased by Customer and relating to Customer's access to and use thereof will be specified in the quote provided by Clariti or an authorized designee of Clariti (each, an "Authorized Designee") to, or on behalf of, or for the benefit of, the Customer (as amended, restated, modified, supplemented, or replaced by Clariti from time to time, individually and collectively, the "Quote"), which Quote is governed by and forms part of this Agreement.
2. TERM AND SERVICES
2.1 Term of Agreement. Unless terminated earlier by either party pursuant to this Agreement, the initial Term of this Agreement will commence on the Effective Date, and wil remain in effect for a period of thirty-six (36) months unless otherwise outlined in the Quote (the "Initial Term"). This Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), on terms and conditions substantially similar to those provided herein, unless: (a) expressly stated otherwise in the Quote or a Change Order (as herein defined); (b) terminated earlier pursuant to this Agreement; or (c) either party gives notice to the other party, by no later than ninety (120) days before the end of the Initial Term or the then-current Renewal Term, of (i) non-renewal or (ii) its desire to amend, modify, supplement, or otherwise change any terms or conditions of the Agreement then in effect, which must be mutually consented and agreed to by the other party prior to the end of such period. Collectively, the Initial Term and all Renewal Terms are referred to collectively as the "Term". Any Customer request for changes to the quantity of Services then applicable must be submitted at least thirty (30) days before renewal and documented via Change Order.
2.2 SAAS Services. Subject to the terms and conditions of this Agreement, CLARITI will use commercially reasonable efforts to provide the following services (collectively, the "SAAS Services") to the Customer during the Term:
2.2.1.1 the applicable CLARITI Solution specified in a valid and subsisting Quote;
2.2.1.2 the applicable Support Services (as defined herein); and
2.2.1.3 the applicable Implementation Services (as defined herein).
2.3 Implementation Services and Training. Subject to the terms and conditions of this Agreement, CLARITI will use commercially reasonable efforts to provide the Customer with implementation related services and any applicable training with respect thereto (collectively, the "Implementation Services") to the extent of, and subject to the additional terms and conditions expressly set out in, Clariti's standard form of statement of work entered into between the Parties from time to time (each, a "SOW"). Clariti may from time to time engage third parties (each a "Subcontractor"), such as independent contractors, affiliates, service providers, licensees and agents, to perform any part of the Implementation Services. Clariti will: (a) remain directly responsible to the Customer for the acts or omissions of each Subcontractor in connection with the performance of any subcontracted Implementation Services; and (b) ensure that each Subcontractor is bound in writing to terms equally as protective of the Customer and Customer's Data as the terms and conditions of this Agreement.
2.4 Changes to Services. The Customer may request, and Clariti may in its discretion provide, an upgrade or downgrade in the level of Services or part thereof, and the applicable Services may be amended, modified or supplemented pursuant to such request with mutual consent and in a written form satisfactory to Clariti (a "Change Order"). Change Orders may require changes in the applicable fees payable by the Customer, and any such changes will be specified in the Change Order and payable by the Customer in accordance with the terms of the Change Order or if not provided, in accordance with the terms hereof and the Quote. Notwithstanding anything in this Agreement Clariti may in its discretion change the Services from time to time, provided such any such change does not diminish the functionality of the Services on which the Customer materially relies.
2.5 Support Services. CLARITI shall, to the extent specified in the Quote, a SOW, or a Change Order, as the case may be, provide the applicable support services described therein to Customer regarding the use and operation of the applicable CLARITI Solution that was configured or developed by CLARITI pursuant to this Agreement (collectively, "Support Services"). The applicable level of Support Services as well as the additional terms and conditions related thereto including, but not limited to, the support service hours and availability, service levels targets and severity levels, are detailed in CLARITI customer service terms (as amended, restated, modified, supplemented, or replaced

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from time to time, the "Clariti Customer Service Terms"), a copy of which shall be provided to and accepted by the Customer, if applicable.

2.6 Dependencies. Customer understands that Clariti's performance of the SAAS Services (or part thereof) depends on Customer timely providing Clariti with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Clariti's performance of its obligations hereunder or pursuant hereto will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. CLARITI shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

3. FEES AND PAYMENT TERMS

3.1 SAAS Fees. The Customer will pay to CLARITI the fees for the SAAS Services (the "SAAS Fees") upfront annually and in advance for each year during the Term of this Agreement, in accordance with the payment instructions detailed in the Quote, applicable SOW or Change Order, as the case may be. Unless otherwise expressly provided in the Quote, applicable SOW or Change Order, any SAAS Services added during a billing period will be subject to payment of SAAS Fees for a minimum of 12 months. All SAAS Fees will be based upon the total quantity of SAAS Services specified in the Quote, applicable SOW or Change Order, as the case may be, whether or not the corresponding SAAS Services are actively used during the billing period. For certainty, workflows and configurations that go beyond the CLARITI Solution's "out of the box" capabilities are excluded from the amount quoted in respect of the SAAS Fees unless otherwise specifically stated to the contrary. SAAS Fees payable under this Agreement are: (i) non-refundable; and (ii) exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon ("Taxes"), and such Taxes will be invoiced together with the SAAS Fees, unless Customer is exempt from such Taxes. Unless otherwise expressly set out in the Quote, the applicable SOW or a Change Order, as the case may be, all invoices for the SAAS Services are payable thirty (30) days after the invoice date. Clariti reserves the right to change the SAAS Fees with respect to existing service levels or otherwise on the basis of increased functionality or other improvements to the Services, on an annual basis, at the end of the Initial Term or the then-current Renewal Term, upon at least thirty (30) days prior written notice to Customer (which may be sent by email).

3.2 Implementation Service Fees. The Customer shall pay to CLARITI the Implementation Services fees and any other charges with respect to the Implementation Services in the amounts, at the times and according to the terms set out in the Quote, applicable SOW, or Change Order, as the case may be, or as otherwise specified in writing by Clariti from time to time (collectively, the "Implementation Service Fees"). All Implementation Service Fees payable under or pursuant to this Agreement are exclusive of any and all Taxes, and Taxes will be invoiced together with the Fees, unless Customer is exempt from such Taxes. Subject to the Quote, applicable SOW or Change Order, as the case may be, invoices for Implementation Services are payable, without holdback or setoff, immediately upon invoicing, except where such Implementation Service Fees invoiced are disputed by the Customer in good faith. Invoice disputes will not affect the undisputed portions of the Implementation Service Fees payable by the Customer.

3.3 Failure of Payment. Interest will accrue on any amounts overdue and outstanding at a rate of eighteen percent (18%) per annum, calculated daily. Without limiting any other remedy available to Clariti, in the event that any of the Customer's payment obligations are overdue and outstanding, Clariti may, in its discretion: (a) terminate this Agreement immediately upon notice to the Customer; and/or (b) suspend its obligations to the Customer relating to the Services until such time as all amounts due and owing under this Agreement are paid in full.

4. USE OF SAAS SERVICES

4.1 Grant. Subject to the terms and conditions of this Agreement, Clariti hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the CLARITI Solution specified in the Quote during the Term for its internal business purposes through its authorized representatives (each a "User") with a valid and subsisting account (each an "Account") and username and password issued by or on behalf of Clariti (collectively, "Codes"). Customer will appoint and authorize one or more Users to appoint other Users and administer Customer's use of the applicable CLARITI Solution. Customer will not authorize more Users than the number of Users specified in the Quote or a Change Order, as applicable. Customer is fully responsible and liable for, and bears all risks relating to, all use of the SAAS Services by Users and all acts or omissions by Users and will ensure that all Users comply with the terms of this Agreement.

4.2 Accounts/Codes. Accounts and Codes are specific to the User for whom they are issued. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify Clariti if they suspect that any Account or Code has become known to or used by any unauthorized person. Customer is responsible for the security of Customer Codes and use of Customer Codes and Customer Accounts. If Clariti, in its discretion, considers a Code to be insecure or to have been used inappropriately, then Clariti may immediately cancel the Code without notice to Customer and the affected User. Codes may not prevent unauthorized access to Customer Data or other information that Customer and Users may use in connection with the SAAS Services. Clariti is under no obligation to verify the actual identity or authority of the User of any Codes, Accounts or the SAAS Services, and is not responsible or liable for unauthorized access to the SAAS Services or any unauthorized or alteration, theft or destruction of any information contained therein through accident, fraudulent means or devices, or any other method, unless it is the direct result of Clariti's gross negligence.

4.3 Audit. Clariti may audit use of SAAS Services through any CLARITI Solution.

4.4 Restrictions. Except as expressly permitted by this Agreement, the Customer will not, nor will it allow any User to, directly or indirectly: (a) copy, modify or create derivative works or improvements of the SAAS Services; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the SAAS Services to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAAS Services or any part thereof; (d) bypass or breach any security measures used by the SAAS Services; (e) input, upload, transmit or otherwise provide to or through the SAAS Services any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f transmit, or otherwise export the SAAS Services or underlying information or technology; (g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SAAS Services; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the SAAS Services; (i) provide any usernames, passwords or other information which would permit access to the SAAS Services to any person who does not have authorized access from Clariti; (j) use the SAAS Services other than in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions or spam compliance laws); (k) to interfere with or disrupt the integrity or performance of the SAAS Services or the data contained therein; or (l) otherwise access or use the SAAS Services beyond the scope of the authorization expressly granted in this Agreement.

4.5 Customer Systems. Customer shall be responsible for obtaining and maintaining the Customer Systems and any other equipment and other services needed to connect to, access or otherwise use the SAAS Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the SAAS Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

5. PROPRIETARY RIGHTS

5.1 Rights Reserved. CLARITI is and will remain the sole and exclusive owner of, and retains all Intellectual Property Rights in, the Services, each CLARITI Solution and the CLARITI Marks, including without limitation any updates, modifications, customizations or derivative works thereof. Except for the rights and licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved.

5.2 Feedback. The Customer hereby grants to Clariti a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users relating to the Services. For certainty, Clariti will have no obligation to modify the Services to implement any suggestions, recommendations or other feedback provided by the Customer or its Users. Furthermore, for the purposes of improving any CLARITI Solution, Customer will make available to Clariti's authorized representatives the personnel from the Customer's leadership, IT, and

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salesforce appexchange

user groups at Clariti's request with reasonable notice to provide feedback on the Services in the form of surveys, phone calls, video and face to face meetings.

6. CONFIDENTIALITY

6.1 Obligation. Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality and non-use obligations that are at least as protective as the provisions hereof. For certainty, and notwithstanding the foregoing, Customer acknowledges and agrees that Clariti may disclose Customer's Confidential Information solely to the extent necessary to provide the Services in accordance with this Agreement.

6.2 Legal Disclosure. If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (a) first notify the Disclosing Party of same in writing and without delay; and (b) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

6.3 Return of Confidential Information. Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.

6.4 Injunctive Relief. Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 6, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

7. CUSTOMER DATA

7.1 Ownership of Customer Data. As between Clariti and the Customer, the Customer is and will remain the sole and exclusive owner of all Customer Data.

7.2 Consent and License of Customer Data. The Services may require that Clariti access, use, process and transmit Customer Data, and certain Services or additional functionalities may result in Customer Data being transmitted from a CLARITI Solution to other computer systems. Customer authorizes and consents to such use of Customer Data by Clariti, and hereby grants to Clariti a non-exclusive, royalty free, world-wide right and license during the Term to access, copy, process and otherwise use Customer Data as may be required to provide and improve the Services, perform Clariti's obligations under this Agreement or to create Anonymized Data. For certainty, Clariti will be the sole and exclusive owner of all Anonymized Data.

7.3 Customer Data Disclaimer. Customer Data will be disclosed to Subcontractors of Customer as a result of the Customer's use of the Services. Except as otherwise provided in this Agreement, Clariti makes no representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, regarding Customer Data, and disclaims any and all responsibility and liability for Customer Data to the fullest extent permitted by law.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Customer. Customer represents, warrants and covenants to Clariti that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement; (b) the Customer will ensure that it has obtained all necessary consents relating to Customer Data prior to making any such data available under this Agreement; (c) the provision of any Customer Data to Clariti and the use of such Customer Data by Clariti for the purposes described in this Agreement does not and will not violate or infringe the rights of any person; (d) all information provided by Customer to Clariti in the Quote or Change Order is true, accurate, current, and complete; and (e) the Customer will have sole responsibility for connectivity between the Customer Systems and the internet and the security of the Customer's link to the Services.

8.2 Clariti. Clariti represents, warrants and covenants to Customer that now and at all times during the Term: (a) Clariti has the corporate power, capacity and authority to enter into this Agreement, and (b) the CLARITI Solution specified in the Quote will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. Clariti warrants to Customer that it will provide the Support Services to repair any functionality that was configured or developed by Clariti pursuant to this Agreement and that has unexpectedly stopped working, all in accordance with the applicable Clariti Customer Service Terms provided that: (i) defects in functionality can only be diagnosed by Clariti; (ii) Clariti is not required to repair any configuration or development performed by a non-Clariti entity and any functionality related to non-Clariti payment processing (iii) the Customer is up to date on the latest Clariti managed package release updates; (iv) the Customer is currently in an active Term and paying fo all Services; and (v) Customer agrees (A) that their technical staff or system integrator staff are responsible for performing appropriate due diligence and testing of new Clariti releases in a sandbox or pre-production environment prior to deploying these releases to the production environment, and (B) Clariti is not required to repair issues that arise due to not performing appropriate due diligence and testing.

9. TERMINATION AND SUSPENSION

9.1 Termination for Cause. Either party may terminate this Agreement immediately upon notice if the other party fails to correct a material breach of its obligations under this Agreement within thirty (30) days (ten (10) days, in the case of non-payment) after receipt by such other party of written notification from the notifying party of such material breach.

9.2 Effect of Termination. Upon termination or expiry of this Agreement for any reason pursuant to this Agreement: (a) all SOWs and each Change Order in effect will immediately terminate; (b) Clariti will deliver to the Customer a final statement of account and/or invoice for fees and charges accrued up to and including the date of termination or expiry, and Customer will promptly pay all such outstanding fees and charges; and (c) any provision of this Agreement that imposes an obligation after termination or expiry of this Agreement will survive such termination or expiry, including without limitation, Sections: 3, 4, 5, 6, 7 and 9 - 13 (inclusive).

9.3 Suspension of Services. Clariti may suspend, terminate or limit, in Clariti's discretion, Customer's (or any of its Users') access to or use of the Services, or any part of it, with reasonable notice in order to: (a) prevent damage to, or degradation of the integrity of, Clariti Systems or Customer Systems; or (b) comply with any law, regulation, court order or other governmental request or order. Clariti will use commercially reasonable efforts to notify Customer of any such limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, Clariti will restore Customer's access to the Services when Clariti determines the event has been resolved. Nothing in this Agreement will limit Clariti's right to take any action or invoke remedies or will act as a waiver of Clariti's rights in any way with respect to any of the foregoing activities. Unless found to be done in bad faith, no such suspension will be a breach of this Agreement by Clariti, entitle Customer to a refund or suspension of fees, or give rise to any liability by Clariti to Customer or any other person.

10. INDEMNITY

10.1 Customer. Customer will defend, indemnify, and save and hold harmless Clariti and its directors, officers, and personnel from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) Customer's use of the

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Services; or (b) any actual or alleged negligence, willful misconduct or breach of this Agreement by Customer or any other person for whom Customer is under this Agreement or in law responsible. Customer will assist and co-operate as fully as reasonably required by Clariti in the defence of all third-party claims and third-party proceedings.

10.2 Clariti. Clariti will defend, indemnify, and save and hold harmless Customer and its personnel and representatives from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) any actual gross negligence, willful misconduct or material breach of this Agreement by Clariti or any other person for whom Clariti is under this Agreement or in law responsible; or (b) allegations that the applicable CLARITI Solution infringe or misappropriate any United States or Canadian Intellectual Property Rights of a third-party, except to the extent resulting from (i) Customer's modification of the Services, or combination by Customer of the Services with other third-party products or services, if the Services would not have been infringing but for such modification or combination, (ii) Customer's use of the Services in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated, non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the Services made by Clariti at the direction of the Customer. Clariti will assist and co-operate as fully as reasonably required by Customer in the defence of all third-party claims and third-party proceedings.

10.3 Possible Infringement. If Clariti becomes aware of an allegation that the Services infringe a third party's Intellectual Property Rights, then Clariti may: (a) obtain the right for the Customer, at Clariti's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement for the Services to the Customer; or (c) modify the Services so that they no longer infringe such third party's Intellectual Property Rights.

11. DISCLAIMER

(A) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SERVICES AND EACH CLARITI SOLUTION ARE PROVIDED "AS-IS", AND CLARITI HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SERVICES AND EACH CLARITI SOLUTION, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; SECURITY; FITNESS FOR A PARTICULAR PURPOSE; LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT. THE SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CLARITI'S CONTROL. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACCESS AND USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE O MATERIALS AND THEIR USE OR INCLUSION IN OR WITH THE SERVICES.

(B) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. LIABILITY LIMITATION

(C) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI'S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF SAAS FEES PAID BY THE CUSTOMER TO CLARITI DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(D) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI WILL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA , LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER HEREBY RELEASES CLARITI OF SAME. IN ANY EVENT, CLARITI'S LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED ONLY TO DIRECT, VERIFIABLE DAMAGES ARISING FROM CLARITI'S MATERIAL NON-FULFILMENT OR BREACH OF ANY WARRANTY OR COVENANT, OR ANY MATERIAL MISREPRESENTATION, EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

(E) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. GENERAL

13.1 Entire Agreement. This Agreement, which includes: (a) the Quote; (b) any Change Order, as applicable; (c) any SOW, as applicable; and the Clariti Customer Services Terms, as applicable, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement. Unless otherwise expressly provided by this Agreement, to the extent of any conflict, the following order of precedence will apply: (1) this Agreement; (2) a Change Order; (3) a SOW; (4) the applicable Clariti Customer Service Terms, and (4) the Quote.

13.2 Interpretation. Headings in this Agreement are for convenience of reference only. Any rules of construction relating to interpretation against the drafter of an agreement will not apply to this Agreement. The word "including" (or includes) and words to the same or similar effect will be interpreted to mean "including without limitation" (or includes without limitation). Words importing the singular number only include the plural and vice versa. Words importing either gender include both genders. Except as expressly set forth in this Agreement, the parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the parties may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively.

13.3 Assignment and Enurement. Customer may not assign this Agreement without Clariti's prior written consent, which consent may be withheld in Clariti's discretion. Clariti may assign all or any portion of its rights and interests under the Agreement in its discretion without consent of the Customer. Users are not parties to or beneficiaries of this Agreement. The provisions of this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.4 Publicity. Clariti may reference Customer in Clariti's advertising and promotional activities and materials and may list Customer in any listing or directory of Clariti customers. Upon request by Clariti, Customer may, but will have no obligation to, provide Clariti with Customer's trademark or logos for use in such promotional materials, lists and directories.

13.5 Waiver and Amendment. Except as expressly provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties hereto. No failure or delay by a party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

13.6 Governing Law. If the Customer's address provided in the signature block of this Agreement is: (a) in Canada or the United States, then this Agreement will be governed by the laws of the Customer's province or state and the federal laws applicable therein, and the parties will exclusively submit to such jurisdiction; and (b) outside of Canada and the United States, then this Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, and the parties will exclusively submit to the jurisdiction of British Columbia. Notwithstanding the foregoing, each party will be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement.

13.7 Changes in Law. Without limiting any provision hereunder, on an annual basis, the SAAS Fees payable may, at Clariti's option and on notice to the Customer, be adjusted by a percentage equal to the greater of the change in the annual average Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics (BLS) during the immediately preceding 12 month period and seven (7%). In addition, if the adoption of any applicable law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any court or by any governmental authority or any other entity charged with the interpretation or administration thereof or compliance by the Issuer with any request or direction (whether or not having the force of law) of any such court authority or other

carahsoft
CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

entity in each case after the date hereof:
(A) subjects Clariti to, or causes the withdrawal or termination of a previously granted exemption with respect to, any taxes or changes the basis of taxation of payments due to Clariti, or increases any existing taxes on payments of principal, interest, or other amounts payable by Customer to Clariti hereunder; or
(B) directly or indirectly affects the cost to Clariti of making available any Services or otherwise imposes on Clariti any other condition or requirement affecting this Agreement or any obligation of Clariti hereunder,
and the result of (a) or (b) above, in the sole determination of Clariti acting in good faith, is:
(C) to increase the cost to Clariti of performing its obligations hereunder;
(D) to reduce any amount received or receivable by Clariti hereunder or its effective return hereunder; or
(E) to cause Clariti to make any payment with respect to or to forego any return on or calculated by reference to, any amount received or receivable by Clariti hereunder with respect to provision of any Services,
Clariti shall determine that amount of money which shall compensate Clariti for such increase in cost, payments to be made or reduction in income or return or interest foregone (herein referred to as "Fee Adjustments"). Clariti agrees that it will not claim Fee Adjustments from the Customer under this Section in respect of any period greater than three (3) months prior to the delivery of notice in respect thereof by Clariti, unless the adoption, change or other event or circumstance giving rise to the claim for Fee Adjustments is retroactive or is retroactive in effect.
13.8 Force Majeure. Notwithstanding any other provision of this Agreement, Clariti will not be liable to Customer for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond Clariti's reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by Clariti, and the time for Clariti's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.
13.9 Notices. Clariti may deliver Quotes, Change Orders, invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in Clariti's Customer file. Customer will give all notices to Clariti under this Agreement in writing delivered by courier, by email, or by facsimile transmission to Clariti's current address for delivery specified on in the signature block of this Agreement, as may be updated from time to time with notice.
13.10 Currency. All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.
13.11 Independent Contractors. The parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.
13.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
13.13 Counterparts. This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.
14. DEFINITIONS
(a) "Anonymized Data" means Customer Data which has been stripped, manipulated or combined to provide generalized anonymous information that cannot be reverse-engineered to identify the Customer or identify an individual.
(b) "Clariti Marks" means Clariti, Clariti Cloud USA, Inc., Clariti Cloud Inc., Clariti Launch, Clariti Guide, and related logos and marks of Clariti.
(c) "Clariti Systems" means the information technology infrastructure used by or on behalf of Clariti in performing the Services, including all computers, software, hardware, databases, electronic systems and networks.
(d) "Confidential Information" means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to customer identities and other customer information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party prior to this Agreement.
(e) "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from the Customer or a User by or through the Services including, without limitation, any Personal Information.
(f) "Customer Systems" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.
(g) "Disclosing Party" means the party who discloses or otherwise divulges Confidential Information to the other party.
(h) "Intellectual Property Rights" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.
(i) "Personal Information" means information about an identifiable individual within the meaning of the Personal Information Protection Act (British Columbia).
(j) "Receiving Party" means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party's employees, agents, representatives, consultants, customers, contractors or suppliers.
(k) "Services" means, collectively, the SAAS Services including the Implementation Services, and Support Services, as applicable, and any part thereof.

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City of Santa Paula, CA



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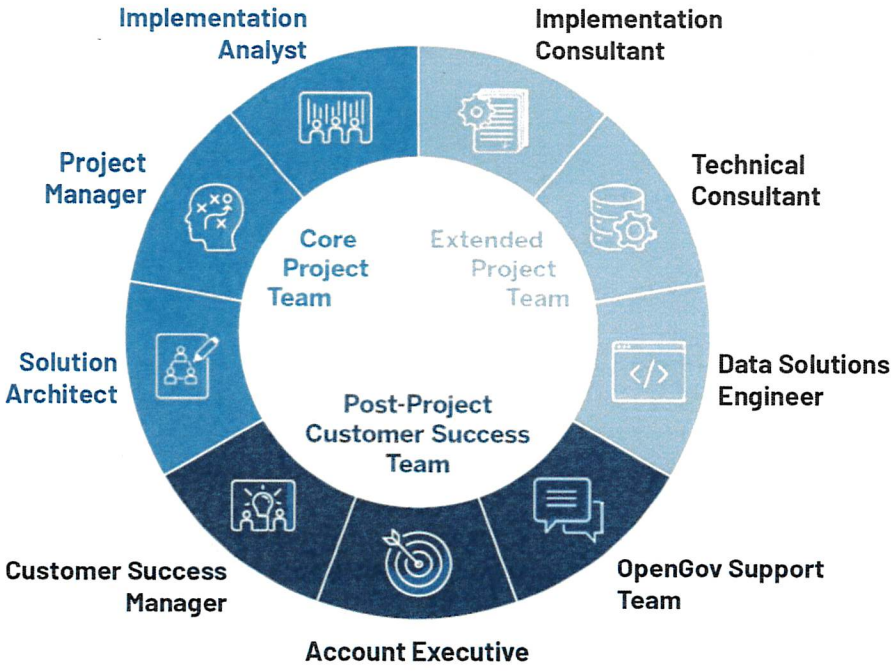
Security & Compliance (SOC 2 & 3, StateRAMP, TX-RAMP) | AI | Dashboards | Real-time Reporting | Public Portals | Open APIs | GIS | Multi-Tenant Cloud | Uptime | Automatic Updates | Mobile | Administrator Controls

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City of Santa Paula, CA

Current State:

- **Manual Permitting Process:** Permitting is currently managed through email, creating inefficiencies, bottlenecks, and tracking limitations.
- **Collaboration**: Cross-departmental collaboration is difficult due to a lack of shared access and accountability.
- **No Online Payments:** The city does not accept credit card payments—only in-person or phone transactions are available.
- **Disjointed Plan Review:** Plan reviews are handled by both internal staff and external consultants, with no centralized system.
- **No Field Tools for Inspections of Code:** Building inspections are scheduled and recorded manually, with no mobile or field capabilities for building/code.
- **No Self-Service for Applicants**: Public and applicant communication happens via email or phone, with no way to track status online.
- **Need for Simplicity**: Simplicity and adaptability are essential due to limited staffing and overlapping responsibilities.

Ideal State:

- **True partner** build for the Public Sector.
- **Centralized online portal** for applicants – OpenGov provides a user-friendly public portal that standardizes submittals and guides users with conditional logic.
- **Automated workflows & reminders** – Tasks are automatically routed to the right staff with built-in notifications.
- **Reliable internal collaboration –** centralized system where staff can review, comment, and track updates in real-time.
- **Modern payment options –** Residents can pay fees online directly through the portal.
- **Easy-to-use, cloud-based system** – Fully configurable with no coding required
- **Scalable solution**

Implementation Overview @ City of Santa Paula, CA

Key Deliverables: *Please refer to SOW for complete overview*

Record Types: *Includes application form conversion, permit workflow, user permissions, fee schedules, output document creation, required attachments, renewals (if applicable)*

- **Service Areas: 3**
  - Professional Services Focus
    - Planning/Zoning
    - Building/Inspections
    - Code Enforcement

- **Record Types: 5**
  - Planning: Land Use App
  - Building: Commercial Building App, Residential Building App
  - Code Enforcement: Code Violation, Code Complaint

Integrations

- Master Address Table (MAT)
- GIS Integration
- GIS File Flags
- Finance/Accounting Export
- Single-Sign-On (SSO)
- Mobile App
- Autofill Interface
- State Contractor Integration
- Bluebeam

Reporting:

- Records
- Inspections
- Payments
- Approval
- Documents

Training:

- Administrator Training
- End User Training
- Record Type Configuration Training
- Reporting & Transparency Training

Preliminary Investment Summary

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance.
All Future Software Enhancements, Fixes, and Updates

OpenGov Preliminary Investment Summary				
Subscription Term	**Months**	**Software**	**Professional Services**	**Term Total**
June 1, 2025 - June 30, 2025	1	$3,180.21	$42,984	$46,164.21
July 1, 2025 - June 30, 2026	12	$40,070.60	$0	$40,070.60
July 1, 2026 - June 30, 2027	12	$42,074.14	$0	$42,074.14
July 1, 2027 - June 30, 2028	12	$44,177.84	$0	$44,177.84

OpenGov Pricing Includes:

- **Service Areas:** Building/Inspections, Planning/Zoning, Code Enforcement
- **Integrations/Inclusions:** Autofill Interface, Mobile App, Accounting & Finance Export, Master Address Table, GIS, Bluebeam, State Contractor Integration
- **35% software discount**

Expiration: Estimate Based on a completed agreement on or before June 30th, 2025

Preliminary Investment Summary

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance.
All Future Software Enhancements, Fixes, and Updates

OpenGov Preliminary Investment Summary				
Subscription Term	**Months**	**Software**	**Professional Services**	**Term Total**
July 1, 2025 - June 30, 2026	12	$38,162.48	$42,984	$81,146.48
July 1, 2026 - June 30, 2027	12	$40,070.60	$0	$40,070.60
July 1, 2027 - June 30, 2028	12	$42,074.14	$0	$42,074.14

OpenGov Pricing Includes:

- **Service Areas:** Building/Inspections, Planning/Zoning, Code Enforcement
- **Integrations/Inclusions:** Autofill Interface, Mobile App, Accounting & Finance Export, Master Address Table, GIS, Bluebeam, State Contractor Integration
- **35% software discount**

Expiration: Estimate Based on a completed agreement on or before June 30th, 2025

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PLACER AI DATA ANALYTICS SOFTWARE ORDER FORM AMENDMENT 2025 - 2027

Date: August 6, 2025

Agenda Item: 10.L

RECOMMENDATION:

Staff recommends that the City Council:
Approve the Amendment to the Order Form with Placer Labs, Inc., extending the agreement term for an additional 24-months, beginning August 29, 2025, and authorizing an increase in the annual license fee.

BACKGROUND:

Placer AI provides analytic services that leverages location data collected from third-party mobile apps to estimate visit volume, frequency, and dwell time at physical places like stores, commercial corridors, downtown, public spaces and places of employment. The data is aggregated and anonymized to protect privacy. The data provides structured insights into consumer behavior—who visits, when, and how often. City staff and the Chamber of Commerce have utilized the Placer AI data to determine visitor and consumer patterns in retail, tourism, special events and employment to evaluate performance, analyze trade areas, and drive strategic decisions

On August 29, 2023, the City of Santa Paula entered into an agreement, referred to as the "Order Form", with Placer Labs, Inc. to utilize its data analytics and location intelligence platform to support economic development, planning, and community engagement efforts. The Order Form included an Initial Term of two (2) years at an annual license fee of $12,000.

ANALYSIS:

This proposed Amendment, effective as of July 16, 2025, modifies the original Order Form with Placer Labs, Inc. as follows:

1. Renewal Term:
   The agreement is renewed for an additional 24-month term, beginning August 29, 2025.

2. Annual License Fee Adjustments:

- Effective August 29, 2025, the annual license fee increases from $12,000 to $12,600.

- Effective August 29, 2026, the annual license fee increases from $12,600 to $13,230.

3. Invoicing:
   The City will receive the first invoice for the renewed term on the renewal date (August 29, 2025).

4. Automatic Renewal Clause Revised:
   Section 3 of the Order Form has been amended to state that the agreement may be extended for additional terms of equal duration (i.e., 24 months) upon mutual written agreement by both parties, with email communication deemed sufficient.

All other terms and provisions of the original Order Form remain in full force and effect.

Additionally, two years ago bids were received and at that time Placer AI had the most competitive price. We are now renewing this software service. In the previous two year contract cycle the Downtown Property Business Improvement District (PBID) paid for half of the cost and while we do not have that commitment at this time, staff will be going to PBID to request reimbursement for half the costs for this contract period.

STRATEGIC PLAN:

The use of data analytics is in alignment with the Economic Development Strategic Goal to enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community. Specific identified objectives include:
Marketing; with the following metric:

- Utilizing data and software analytics along with business-related data to capture business-related analytics.

Business Attraction; with the following metrics:

- Contract out data analytics capture to determine opportunities for retention and attraction based on data related to leakage and the city's employment base.
- Assemble metrics to better demonstrate the city's marketability.
- Utilize data analytics capture software for informed decision making

FISCAL IMPACTS:

The amended agreement includes an annual increase of 5% in year one and 5% in year two of the renewal term. Funding is available within the approved budget under the professional Services other-Economic development (GL100-5-3002-209 account) in the amount of $25,830 for the two year contract.

OPTIONS:

City Council can decide not to renew the contract which would eliminate a valuable research and strategic planning tool.

ATTACHMENTS:

ATTACHMENT A, 2025-2027 CONTRACT.pdf
ATTACHMENT B,2023-2025 agreement Placer AI.pdf

ATTACHMENT A

PLACER AI CONTRACT

PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "**Amendment**"), dated as of July 16, 2025 (the "**Amendment Date**"), modifies the Order Form executed by City of Santa Paula ("**Customer**") and Placer Labs, Inc. ("**Placer**") on or about August 29, 2023 (together with any other prior amendments thereto, the "**Order Form**"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 24 months starting August 29, 2025 ("**Renewal Date**").

2. Starting on the Renewal Date, the Annual License Fee will increase, from $12,000 to $12,600.

3. Customer will receive the first annual invoice for this upcoming Additional Term on the Renewal Date.

4. Starting on August 29, 2026, the Annual License Fee will increase, from $12,600 to $13,230.

5. The Additional Term paragraph of Section 3 is deleted in its entirety and replaced with the following:

   "The Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

6. In all other respects, the Order Form shall remain in full force and effect.

City	Placer Labs, Inc.
By: ✕ Signature	By:
Name: Dan Singer/ James Mason	Name:
Title: City Manager/Comm & Econ Dev Director	Title:

PLACER LABS, INC.

ORDER FORM

City of Santa Paula	("**Customer**")	Placer Labs, Inc.	("**Placer**")
Address:	970 Ventura Street Santa Paula, CA 93060	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	James Mason	Contact Person	Chris Duval
Email:	jmason@spcity.org	Billing Contact Person:	Melissa Anderson
Phone:	805-933-4214	Billing Email*:	billing@placer.ai
Billing Contact Email:		Billing Phone*:	415-228-2444
		*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the United States
- Access is provided to the 5 named users as set forth in the attached Exhibit A. User credentials, logins and Placer Data may not be shared with others
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
    - Accurate foot traffic counts and dwell time
    - True Trade Areas displaying frequent-visitors-density by home and work locations
    - Customers' demographics, interests, and time spent at relevant locations
    - Where customers are coming from and going to, and the routes they take
    - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
    - Competitive insights
    - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 24 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term,**" and the Initial Term and any Additional Terms are referred to collectively as the "**Term.**"

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of 12 months, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

$12,000/year. Fees for the 24-month Initial Term are $24,000, invoiced in full upon signing this Order Form.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services.

Placer may increase the fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"	**"Placer"**
City of Santa Paula	Placer Labs, Inc.

By: Dan Singer	By: Vernell Wisdom
Name: Dan Singer	Name: Vernell Wisdom
Title: City Manager	Title: Head of Contract Management
Date: 8-29-23	Date: 8/25/2023

EXHIBIT A

Named Users

1. James Mason (jmason@spcity.org)
2. TBD
3. TBD
4. TBD
5. TBD

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES
- City Council Special Meeting May 7, 2025
- City Council Regular Meeting May 7, 2025
- City Council Special Meeting May 14, 2025
- City Council Special Meeting May 21, 2025
- City Council Regular Meeting May 21, 2025
- City Council Special Meeting June 4, 2025
- City Council Regular Meeting June 4, 2025
- City Council Special Meeting June 9, 2025
- City Council Special Meeting June 12, 2025

Date: August 6, 2025

Agenda Item: 10.M

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

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

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

2025.05.07 City Council Special Minutes.pdf
2025.05.07 City Council Regular Minutes.pdf
2025.05.14 City Council Special Minutes.pdf
2025.05.21 City Council Special Minutes.pdf
2025.05.21 City Council Regular Minutes.pdf
2025.06.04 City Council Special Meeting.pdf
2025.06.04 City Council Regular Minutes.pdf
2025.06.09 City Council Special Minutes.pdf
2025.06.12 City Council Special Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
May 7, 2025, 4:30 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 4:34 p.m.

2) FLAG SALUTE

3) ROLL CALL

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

Members Absent: Gabriela Ornelas

4) PUBLIC COMMENT

None.

5) ORDER OF BUSINESS

5.A) COUNCIL PROCEDURAL GUIDELINES UPDATE STUDY SESSION

City Attorney Monica Castillo presented this item.

Council discussed updating the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Santa Paula.

6) CLOSED SESSION

6.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU);

Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

Council recessed to closed session at 5:30 p.m.

7) CLOSED SESSION REPORT

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

8) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:40 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
May 7, 2025, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 6:44 p.m.

2) INVOCATION

Rev Seikai provided the Invocation.

3) FLAG SALUTE

Councilmember Juarez led the flag salute.

4) ROLL CALL

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

Members Absent: Gabriela Ornelas

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported no reportable action taken on the following:
CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

6) PUBLIC COMMENT

Mary Ann Krause was called to speak regarding the proposed Medicaid cuts and the impact on the County.

7) PRESENTATIONS

7.A) OLDER AMERICANS' MONTH PROCLAMATION

Mayor Chavez presented the Older Americans' Month Proclamation.

7.B) PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Item pulled for a future agenda.

7.C) PUBLIC WORKS DEPARTMENT ACTIVITY STATUS REPORT DECEMBER 2024 - MARCH 2025

Public Works Director Dale Goodman presented the Public Works Department Activity Report December 2024 through March 2025.

7.D) SANTA PAULA BIKE TRAIL CONNECTIVITY PROJECT UPDATE

Deputy City Manager Jonathan Royas provided the Santa Paula Bike Trail connectivity Project Update.

Joy Cummings was called to speak in support of the access point at Arbor Homes.

8) CITY COUNCIL REPORTS

Councilmember Crosswhite:
Announced that she was voted in as the Second Vice President for Southern California Association of Governments; attended the Clean Power Alliance meeting; read at the Library for Take 5; and attended the grand opening of the Sports Park.

Councilmember Cornejo:
Attended the continuing Labor Negotiation meetings; the Harding Park Advisory Board meeting; volunteered at the Santa Paula Police and K9 Foundation fundraising event; and attended the Ventura Regional Sanitation District meeting.

Vice Mayor Carlos:
Volunteered to give the history of the Police Department to the newest Officer Mendez; attended Cruise Night; the grand opening of the Sports Park; and the Senior Wellness Fair.

Mayo Chavez:
Attended the grand opening of the Sports Park.

9) CITY MANAGER REPORTS

Attended the grand opening of the Sports Park; the Measure R Committee Orientation meeting; the Southern California Association of Governments Conference; the VCLA awards lunch; and the Santa Paula Police and K9

Foundation fundraising event.
Police Chief Aguilar announced the upcoming Santa Paula Police Memorial event; and celebrating National Police Week.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Special Meeting March 31, 2025
City Council Special Meeting April 1, 2025
City Council special Meeting April 2, 2025
City Council Regular Meeting April 2, 2025
City Council Special Meeting April 14, 2025

10.B) RESOLUTION INCREASING CITY MANAGER AUTHORITY TO ALLOW, COMPROMISE, OR SETTLE CLAIMS AGAINST THE CITY TO FIFTY THOUSAND DOLLARS

Motion: Approve as amended Consent Calendar with amended item 10.B redline resolution.
Moved by Carlos Juarez, seconded by Leslie Cornejo

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

11) ACTION ITEMS

11.A) DRAFT SANTA PAULA CITY COUNCIL 2-YEAR STRATEGIC PLAN FOR 2025-2027

This item was presented by Deputy City Manager Jonathan Royas.
Council provided staff with feedback for additional changes to the Council's 2025-2027 Strategic Plan.

11.B) ORDINANCE AMENDING SANTA PAULA MUNICIPAL CODE CHAPTER 130 FIREWORKS

Police Chief Aguliar provided a presentation on the citations for fireworks and explained the changes in the redline version provided to Council at the Dias.
Council provided direction on bringing back a resolution to update the current administrative citation fine schedule that applies to the Fireworks Ordinance with fines doubled.

Motion: Approve as amended Introduce, read by title only, and waive first reading of Ordinance No. 1344 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA AMENDING CHAPTER 103 OF THE SANTA PAULA MUNICIPAL CODE REGARDING FIREWORKS, including the redline items.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

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

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

13) ADJOURNMENT

Mayor Chavez adjourned the meeting at 9:39 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
May 14, 2025, 7:30 AM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 7:30 a.m.

2) ROLL CALL

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

Members Absent: Gabriela Ornelas

Vice Mayor Juarez was present via remote participation pursuant to Government Code 54953(b). The Peppermill Resort and Casino, 2707 South Virginia Street, Reno Nevada 89502, Room 530.

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

Council recessed to closed session at 7:32 a.m.

5) CLOSED SESSION REPORT

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

6) ADJOURNMENT

Mayor Chavez adjourned the meeting at 8:35 a.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
May 21, 2025, 5:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, and Gabriela Ornelas

Members Absent: Jenny Crosswhite, and Leslie Cornejo

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

Council recessed to closed session.

5) CLOSED SESSION REPORT

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

6) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:20 p.m.

ATTEST:

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
May 21, 2025, 6:30 PM
MINUTES

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 6:31 p.m.

2) INVOCATION

Chaplain Kay Wilson-Bolton provided the Invocation.

3) FLAG SALUTE

Councilmember Ornelas led the flag salute.

4) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, and Gabriela Ornelas

Members Absent: Jenny Crosswhite, and Leslie Cornejo

5) CLOSED SESSION REPORT

City Attorney Monica Castillo announced Council met in closed session on the below item, reporting there was no reportable action taken.
CONFERENCE WITH LABOR NEGOTIATORS PURSUANT T O GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid- Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

6) PUBLIC COMMENT

Ginger Gherardi was called to speak of the new location of the Fourth of July Event with activities the full day.

7) PRESENTATIONS

7.A) PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Parks & Recreation Director Gregory Barnes provided the Parks & Recreation Department's Activity Report for the period of January 1st through April 30th, 2025.

8) CITY COUNCIL REPORTS

Vice Mayor Carlos Juarez:
Attended the Police Memorial; Blue Ribbon Committee meeting; Rotary scholarship ceremony; swearing in of two Santa Paula Police Officers, and the memorial service of Ventura County Officers.

Councilmember Ornelas:
Attended the Sports Park Grand Opening, and Día de la Mujer event in Veterans Park.

Mayor Chavez:
Announced he gave his written report for the quarter and announced to everyone that Santa Paula will have a lot of visitors as the Santo Niño de Atocha will be at Our Guadelupe Church which takes place on Saturday. Attended the Rose Garden dedication for late Carmen Ramirez.

9) CITY MANAGER REPORTS

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Special Meeting April 16, 2025
City Council Regular Meeting April 16, 2025
City Council Special Meeting April 24, 2025

10.B) APRIL 2025 WARRANTS AND CERTIFICATIONS

10.C) FIRST AMENDMENT TO THE CONTRACT WITH HUNT DESIGN ASSOCIATES INC. FOR A CITYWIDE WAYFINDING PROGRAM

10.D) FISCAL YEAR 2025-2026 PROJECT LIST FOR SENATE BILL 1 ROAD MAINENANCE AND REHABILITATION FUNDING

10.E) AGREEMENT WITH CLP ENGINEERING FOR SOUTHERN CALIFORNIA EDISON'S MICROGRID INCENTIVE PROGRAM

10.F) ORDINANCE AMENDING SANTA PAULA MUNICIPAL CODE CHAPTER 103 FIREWORKS

This item was pulled for separate discussion and vote. Police Chief Don Aguilar provided the proposed Ordinance.

Motion: Approve Ordinance No. 1344 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA AMENDING CHAPTER 103 OF THE SANTA PAULA MUNICIPAL CODE

REGARDING FIREWORKS and Adopt Resolution No. 7566 increasing administrative citation fine amounts for violations of Chapter 103 of the Santa Paula Municipal Code regarding fireworks.
Moved by Gabriela Ornelas, seconded by Carlos Juarez

Vote: Motion carried 3-0
Yes: Pedro A Chavez, Carlos Juarez, Gabriela Ornelas

10.G) PLANS AND SPECIFICATIONS FOR THE SR 150 CROSSWALK IMPROVEMENTS PROJECT

Yovani Mancilla and Ximena Lozano was called to speak on their High School project regarding the safety in crosswalks.

Motion: Approve Resolution No. 7565 approving the plans and specifications for the SR 150 Crosswalk Improvements Project
Authorize Staff to advertise for Project bids.
Moved by Carlos Juarez, seconded by Gabriela Ornelas

Vote: Motion carried 3-0
Yes: Pedro A Chavez, Carlos Juarez, Gabriela Ornelas

Items 10F and 10G were pulled for separate discussion and vote.

Motion: Approve Consent Calendar Items 10.A through 10.E.
Moved by Carlos Juarez, seconded by Gabriela Ornelas

Vote: Motion carried 3-0
Yes: Pedro A Chavez, Carlos Juarez, Gabriela Ornelas

11) PUBLIC HEARING

11.A) VENTURA COUNTY WATERSHED PROTECTION DISTRICT'S BENEFIT ASSESSMENT PROGRAM FOR FY 2025-2026

Mayor Chavez opened the public hearing. With no public comments the public hearing was closed.

Motion: Approve Resolution No. 7563 requesting the Ventura County Watershed Protection District to continue the City's assessment of $37.74 per Benefit Assessment Unit (BAU) per year to fund a portion of the City's Stormwater Management Program.
Moved by Carlos Juarez, seconded by Gabriela Ornelas

Vote: Motion carried 3-0
Yes: Pedro A Chavez, Carlos Juarez, Gabriela Ornelas

11.B) INTRODUCTION OF ORDINANCE NO. 1345 AMENDING CHAPTERS 16.07, 16.09, 16.11, 16.21, AND 16.27 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND THE GENERAL PLAN ZONING MAP TO CHANGE THE ZONE ON VARIOUS PROPERTIES GENERALLY LOCATED NORTH OF AND ADJACENT TO THE SANTA PAULA AIRPORT AND SOUTH OF HIGHWAY 126

FROM MANUFACTURING (M-1) TO AIRPORT OPERATIONAL (KO), AND FINDING THE ACTIONS TO BE STATUTORILY EXEMPT FROM CEQA

City Attorney Monica Castillo and Planning & Economic Development Manager Tom Tarantino provided a presentation on Amending Chapters of the Santa Paula Municipal Code.

Mayor Chavez 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. 1345, entitled "An Ordinance amending Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting, and the General Plan Zoning Map to change the zone on various properties generally located north of and adjacent to the Santa Paula Airport and south of Highway 126 from Manufacturing (M-1) to Airport Operational (KO), and finding the actions to be statutorily exempt from CEQA", with redline changes.
Moved by Carlos Juarez, seconded by Gabriela Ornelas

Vote: Motion carried 3-0
Yes: Pedro A Chavez, Carlos Juarez, Gabriela Ornelas

12) ACTION ITEMS

12.A) THIRD QUARTER FISCAL REPORT

Finance Director Christy Ramirez presented the third Quarter Fiscal Report.

Motion: Approve as amended budget allocations noted in the Fiscal Impacts Section with the allocation of $8,000 for professional services to the City Manager's department.
Moved by Carlos Juarez, seconded by Gabriela Ornelas

Vote: Motion carried 3-0
Yes: Pedro A Chavez, Carlos Juarez, Gabriela Ornelas

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

City Manager Dan Singer explained the process of placement for future agendas items by submitting requests for Council to consider. Mayor Chavez has submitted an Agenda Request Form requesting that staff review amending its Mobile Home Park Rental Ordinance to allow the Santa Paula City Council to serve as the Final decision-making body on its appeal process to ensure public transparency and accountability. Following public comments, Council was in consensus for this request on the June 4th agenda meeting.

Maria Cancino was called to speak in support of amending the mobile home park ordinance.

Lina Partida was called to speak in support of amending the mobile home park ordinance.

Daniel Melendez was called to speak in support of amending the mobile home park ordinance.

Angel Garza was called to speak in support of amending the mobile home park ordinance.

Gladys Valdvinos was called to speak in support of amending the mobile home park ordinance.

Trino Lopez was called to speak in support of amending the mobile home park ordinance.

14) ADJOURNMENT

Mayor Chavez adjourned the meeting in honor of the late Ventura County Supervisor Carmen Ramirez at 9:04pm.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
June 4, 2025, 4:00 PM
MINUTES

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 4:02 p.m.

2) ROLL CALL

Councilmember Ornelas was absent at time of roll call, arriving at 4:04 p.m.

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

3) PRESENTATIONS

3.A) MEASURE R OVERSITE COMMITTEE PRESENTATION - CHAIR CHERYL MONZON

Chair Cheryl Monzon provided the Measure R Oversite Committee Presentation.

Council discussed the possibility of not including Homeless and option of swapping Homeless with Measure T Street funds.

3.B) MEASURE T OVERSITE COMMITTEE PRESENTATION - CHAIR ALICE STRAETZ

Chair Alice Straetz provided the Measure T Oversite Committee Presentation.

4) PUBLIC COMMENT

5) ORDER OF BUSINESS

5.A) BUDGET WORKSHOP FY 25.26 26.27

Finance Director Christy Ramirez provided a presentation on Revenue and City Manager Dan Singer provided a presentation on Expenses and Personnel Changes on the Budget Workshop #1 FY 25.26 & 26.27.

6) CLOSED SESSION

6.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

Council recessed to closed session.

7) CLOSED SESSION REPORT

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

8) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:35 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
June 4, 2025, 6:30 PM
MINUTES

1) CALL TO ORDER

Mayor Chavez the meeting to order at 6:47pm.

2) INVOCATION

Thomas Weisbecker, Congregational Director Universalist Unitarian Church of Santa Paula, provided the Invocation.

3) FLAG SALUTE

Councilmember Cornejo led the flag salute.

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

4) ROLL CALL

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

5) CLOSED SESSION REPORT

City Manager Dan Singer reported Council met in closed session on the below item, reporting no reportable action taken.
CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Administrator Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

6) PUBLIC COMMENT

Ginger Gherardi was called to speak with a reminder of the new location for fireworks and activities to be held at the new community park.

Cytlaili Salgado was called to speak with support of the mobile home park hoping for the city support. Provided information on the upcoming notice of hearing.

Constance Leshin was called to speak on the 5-year management pavement plan. Constance would like work to be done on Ernest, Bruce and Roger Road.

7) PRESENTATIONS

7.A) PRIDE MONTH PROCLAMATION

Mayor Chavez presented the Pride Month Proclamation.

7.B) RAY FRUTOS PROCLAMATION

Mayor Chavez presented Rey Frutos with a Proclamation.

7.C) INTERFACE CHILDREN & FAMILY SERVICES PRESENTATION

Executor Director Eric Sternad provided a presentation on Interface Children & Family Services.

7.D) CITY MANAGER'S DEPARTMENT REPORT - JANUARY 2025 - MAY 2025

City Manager Dan Singer provided the City Manager Department Report Jan-May 2025.

8) CITY COUNCIL REPORTS

Vice Mayor Juarez:
Attended the Business Roundtable; 2x2 meeting; fundraiser at Wilson Ranch for impacted families with family members who were picked up by ICE; and the Homeless and Housing meeting. Announced that there will be an up-and-coming Senior Advisory Committee meeting on Thursday and that this Friday is Cruise Night. Reminded everyone about the upcoming Time Capsule unveiling happening in front of City Hall this upcoming Monday the 16th.

Councilmember Crosswhite:
Attended the Ventura County Transportation Commission meeting; the Legislative meeting for the Southern California Association of Governments; the Heritage Valley Policy Advisory Committee meeting; the Southern California Association of Governments trip to Washington DC; the California Council of Governments meeting; Coffee with the Cops; the Torch Run; the Memorial Day ceremony; seniors' awards night at Santa Paula High School presenting the Southern California Association of Governments scholarship.

Councilmember Cornejo:
Attended the Ventura Council of Governments meeting; and Coffee with the Cops.

Mayor Chavez:
Participated with the County on the proclamation given in honor of pride month; and participated with Our Lady of Guadalupe Church in the Santo Niño de Atocha event.

9) CITY MANAGER REPORTS

10) CONSENT CALENDAR

10.A) CRAGOE PEST SERVICES, INC. AMENDMENT NO. 1

10.B) AWARD OF CONSTRUCTION CONTRACT FOR THE WATER RECYCLING FACILITY PHASE 1 BLOWER REPLACEMENT PROJECT

10.C) AGREEMENT WITH STAR EDUCATION FOR SUMMER PROGRAM SERVICES

10.D) NOTICE OF COMPLETION FOR THE POLICE STATION SITE IMPROVEMENT PROJECT

10.E) SECOND READING AND ADOPTION OF ORDINANCE NO. 1345 AMENDING CHAPTERS 16.07, 16.09, 16.11, 16.21, AND 16.27 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND THE GENERAL PLAN ZONING MAP TO CHANGE THE ZONE ON VARIOUS PROPERTIES GENERALLY LOCATED NORTH OF AND ADJACENT TO THE SANTA PAULA AIRPORT AND SOUTH OF HIGHWAY 126 FROM MANUFACTURING (M-1) TO AIRPORT OPERATIONAL (KO), AND FINDING THE ACTIONS TO BE STATUTORILY EXEMPT FROM CEQA

Motion: Approve 10) CONSENT CALENDAR
Moved by Carlos Juarez, seconded by Jenny Crosswhite

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

11) ACTION ITEMS

11.A) DISCUSSION TO AMEND SANTA PAULA MUNICIPAL CODE CHAPTER 152 MOBILE PARK RENT STABILIZATION ORDINANCE TO ADD THE RIGHT TO APPEAL TO CITY COUNCIL

This item was presented by City Attorney Monica Castillo.
Council discussed the possibility and options of amending Chapter 152 of the Santa Paula Municipal Code to allow appeal of Mobile Home Rent Review Commission decisions to City Council. Council also suggests researching potential stipend.
A future Study Session for this topic will be held.

Nidia Bello was called to speak on behalf of the residents of the Mobile Home Park and the difficulty with rents raised. Support changes to the

rent ordinance.

11.B) LICENSE AGREEMENTS WITH POTENTIAL UNION OIL BUILDING USERS

Mayor Juarez abstained from this item and left the Dias.
Parks & Recreation Director Greg Barnes presented this item.
Council provided direction to staff to bring back on consent with amendments.

11.C) FUNDING OPTIONS FOR THE CITY'S PAVEMENT MANAGEMENT PROGRAM

City Engineer Robert Woodward provided information on the 5 year Pavement Management Program.
Christian Sprunger with NHA Advisors provided a presentation on funding options.

Council was not in consensus on this item.

11.D) SOLAR STREET LIGHT PILOT PROJECT (SSLPP)

Public Works Director Dale Goodman provided a presentation on Solar Street Light Pilot Project.
Council provided direction to staff to move forward with project to research.

11.E) DRAFT CITY COUNCIL 2-YEAR STRATEGIC PLAN FOR 2025-2027

This item was presented by Deputy City Manager Jonathan Royas.
Council provided feedback with final changes. Staff will return with final Resolution.

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

Study sessions and special meeting to approve budget.

13) ADJOURNMENT

Mayor Chavez adjourned this meeting at 10:31pm.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
June 9, 2025, 5:00 PM
MINUTES

1) CALL TO ORDER

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

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

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

Council recessed to closed session.

5) CLOSED SESSION REPORT

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

6) ADJOURNMENT

Mayor Chavez adjourned the meeting at 9:10 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
June 12, 2025, 5:00 PM
MINUTES

SPECIAL MEETING
Held at Ventura County Agricultural Museum, 926 Railroad Avenue, Santa Paula, CA 93060
This meeting was held as a Special Council meeting to comply with the Brown Act.

1) PRESENTATION

1.A) CITY OF SANTA PAULA STATE OF THE CITY

Councilmembers attended the City of Santa Paula State of the City, providing an update to the public on the current state of the city.

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: JUNE 2025 WARRANTS AND CERTIFICATIONS

Date: August 6, 2025

Agenda Item: 10.N

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for June 2025, starting check number 341044 and ending check number 341320.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 30th, 2025, through June 13th, 2025.

BACKGROUND:

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

Presented in the attached documents:

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

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

The "Check Report" depicts the following columns:

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

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

e) Bank Code Summary by payment type.

f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates May 30th, 2025, through June 13th, 2025.

ANALYSIS:

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

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:
1. Decline to receive and file June 2025 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

June 2025 Payroll and AP Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: 148845
ENDING CHK #: 148857

PAYROLL ENDING: 05/30/25
PAY DATE: 06/06/25

100	GENERAL FUND	368,577.19
104	GENERAL FUND-MEASURE T	80,932.83
206	STORMWATER PROGRAM	3,529.77
280	STATE GAS TAX FUND	21,731.61
405	AAA-AREA AGCY ON AG	1,658.89
610	SEWER ENTERPRISE FUND	11,854.66
620	WATER ENTERPRISE FUND	73,145.95
702	EQUIP. MAINT. FUND	11,134.72
	$	**572,565.62**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 7/28/25
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Maria Renteria 7/28/25
MARIA RENTERIA - PAYROLL SPECIALIST DATED

7/28/25
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	8,756.09	368,577.19
104-GENERAL FUND-MEASURE T	1,732.16	80,932.83
206-STORMWATER PROGRAM	60.97	3,529.77
280-STATE GAS TAX	501.37	21,731.61
405-AAA (AREA AGCY ON AGING)	62.65	1,658.89
610-SEWER	227.60	11,854.66
620-WATER	1,463.41	73,145.95
702-EQUIPMENT MAINTENANCE	210.50	11,134.72
Grand Total:	**13,014.75**	**572,565.62**

CERTIFICATION OF SALARIES

BEG. CHK #: 148858 **PAYROLL ENDING: 06/13/25**
ENDING CHK #: 148869 **PAY DATE: 06/20/25**

100	GENERAL FUND	376,744.27
104	GENERAL FUND-MEASURE T	80,621.92
206	STORMWATER PROGRAM	3,698.83
280	STATE GAS TAX FUND	22,832.78
405	AAA-AREA AGCY ON AG	1,841.43
610	SEWER ENTERPRISE FUND	12,216.17
620	WATER ENTERPRISE FUND	75,016.43
702	EQUIP. MAINT. FUND	12,841.02
	$	**585,812.85**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 7/28/25
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Maria Renteria 7/28/25
MARIA RENTERIA - PAYROLL SPECIALIST DATED

B Jimenez 7/28/25
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,884.49	376,744.27
104-GENERAL FUND-MEASURE T	1,664.68	80,621.92
206-STORMWATER PROGRAM	61.56	3,698.83
280-STATE GAS TAX	514.76	22,832.78
405-AAA (AREA AGCY ON AGING)	70.30	1,841.43
610-SEWER	231.24	12,216.17
620-WATER	1,474.13	75,016.43
702-EQUIPMENT MAINTENANCE	247.00	12,841.02
Grand Total:	**11,148.16**	**585,812.85**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	341044	THRU:	341044	DATED:	June 3, 2025
CHECK NO.:	341045	THRU:	341060	DATED:	June 6, 2025
CHECK NO.:	341067	THRU:	341179	DATED:	June 12, 2025
CHECK NO.:	341180	THRU:	341181	DATED:	June 17, 2025
CHECK NO.:	341182	THRU:	341188	DATED:	June 23, 2025
CHECK NO.:	341189	THRU:	341198	DATED:	June 25, 2025
CHECK NO.:	341199	THRU:	341320	DATED:	June 26, 2025
DRAFT:	992450	THRU:	992450	DATED:	June 4, 2025
DRAFT:	992451	THRU:	992454	DATED:	June 11, 2025
DRAFT:	992455	THRU:	992455	DATED:	June 10, 2025
DRAFT:	992456	THRU:	992456	DATED:	June 11, 2025
DRAFT:	992457	THRU:	992457	DATED:	June 18, 2025
DRAFT:	992458	THRU:	992460	DATED:	June 25, 2025
DRAFT:	992462	THRU:	992463	DATED:	June 25, 2025
DRAFT:	992464	THRU:	992464	DATED:	June 18, 2025
VOIDED CHECK NO.:	341100	THRU:	341100	DATED:	June 24, 2025
VOIDED CHECK NO.:	340949	THRU:	340949	DATED:	June 25, 2025

COUNCIL MEETING DATE: August 6, 2025

AMOUNT OF CERTIFICATION: $ 1,824,289.55

DISTRIBUTION BY FUND

100	GENERAL FUND	$590,900.98
103	CABLE TELEVISION FUND	$2,705.99
104	PROF/CONTR SVCS-OTHER	$72,231.96
115	RECREATION PROGRAM	$21,878.29
205	NPDES STORMWATER QUALITY	$1,356.25
206	STORMWATER PROGRAM	$3,695.99
207	UNION OIL BUILDING ENDOWMENT	$2,553.76
226	PARKLAND FACILITIES IMPACT	$690.00
229	SVCS-DESIGN/STUDY	$18,365.00
280	STATE GAS TAX	$53,970.17
281	LOCAL TRANSPORTATION TAX/LTF/TDA	$235,883.58
282	LOCAL TRANSPORTATION-ART 3	$2,021.25
305	BEV CONTAINER RECYCLING	$1,215.20
405	AAA (AREA AGENCY ON AGING	$1,972.12
412	AMERICAN RESCUE PLAN	$16,417.84
500	HILLSBOROUGH OPEN SPACE MAINT	$400.00
503	GHAD-GEO HAZ ABATEMENT	$10,456.00
504	HARVEST CFD EA1	$3,140.50
610	SEWER ENTERPRISE	$432,784.62
620	WATER ENTERPRISE	$176,212.36
702	EQUIPMENT MAINTENANCE FUND	$17,654.97
800	CASH DEPOSIT TRUST FUND	$146,392.51
803	HARDING PARK TRUST	$7,910.58
804	DLA FOR FORMER RDA	$5,101.98
	TOTAL FUND DISTRIBUTION	$1,825,911.90

Variance of $1,622.35 due to voided check.

PREPARED BY: Anairy Gonzalez
ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: July 28, 2025

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

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

Fund Summary

Fund	Payment Amount
100 - GENERAL	590,900.98
103 - CABLE TELEVISION	2,705.99
104 - GENERAL FUND-MEASURE T	72,231.96
115 - GENERAL RECREATION PRO	21,878.29
205 - NPDES STORMWATER QUALITY	1,356.25
206 - STORMWATER PROGRAM	3,695.99
207 - UNION OIL BULDING ENDOWMENT - OPERATING FU	2,553.76
226 - PARKLAND FACILITIES	690.00
229 - TRAFFIC IMPACT FEE	18,365.00
280 - STATE GAS TAX	53,970.17
281 - LOCAL TRANSPORTATION TDA	235,883.58
282 - LOCAL TRANS TDA ART 3	2,021.25
305 - BEV CONTAINER RECYCLING	1,215.20
405 - AAA (AREA AGCY ON AGING)	1,972.12
412 - AMERICAN RESCUE PLAN	16,417.84
500 - HILLSBOROUGH OPEN SPACE	400.00
503 - GHAD-GEO HAZ ABATE DIST	10,456.00
504 - HARVEST CFD EA1	3,140.50
610 - SEWER	432,784.62
620 - WATER	176,212.36
702 - EQUIPMENT MAINTENANCE	17,654.97
800 - MISC DEPOSITS	146,392.51
803 - HARDING PARK TRUST	7,910.58
804 - DLA FOR FORMER RDA	5,101.98
Grand Total:	**1,825,911.90**

City of Santa Paula, CA

Check Report

By Check Number

Date Range: 06/01/2025 - 06/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
011811	DE LAGE LANDEN	06/25/2025	Regular	0.00	-1,622.35	340949
014663	PHOENIX CIVIL ENGINEERING, INC.	06/03/2025	Regular	0.00	20,560.00	341044
011464	BUSINESS CARD	06/06/2025	Regular	0.00	2,171.68	341058
011464	BUSINESS CARD	06/06/2025	Regular	0.00	368.69	341059
011464	BUSINESS CARD	06/06/2025	Regular	0.00	299.50	341060
016759	ACOSTA, SAYRA	06/12/2025	Regular	0.00	1,000.00	341067
015448	ALL CITY MANAGEMENT SERVICES, INC.	06/12/2025	Regular	0.00	28,948.75	341068
015498	AMAZON CAPITAL SERVICES	06/12/2025	Regular	0.00	2,834.06	341069
016758	AREVALO, NEFTALI	06/12/2025	Regular	0.00	1,000.00	341070
011738	AT&T CALNET 3	06/12/2025	Regular	0.00	521.84	341071
015318	BADGER METER	06/12/2025	Regular	0.00	3,086.60	341072
014680	BEST BEST & KRIEGER LLP	06/12/2025	Regular	0.00	63,864.56	341073
011464	BUSINESS CARD	06/12/2025	Regular	0.00	1,346.39	341074
012679	CAL-STATE AUTO PARTS	06/12/2025	Regular	0.00	149.76	341075
011089	CAROLLO ENGINEERS	06/12/2025	Regular	0.00	8,942.75	341076
016748	CARRASCO HERNANDEZ, ALONDRA	06/12/2025	Regular	0.00	1,000.00	341077
016444	CENDEJAS, ERIC	06/12/2025	Regular	0.00	365.00	341078
015874	CHANDLER ASSET MANAGEMENT, INC.	06/12/2025	Regular	0.00	2,654.48	341079
015999	CHARTER COMMUNICATIONS HOLDING, LLC	06/12/2025	Regular	0.00	2,023.88	341080
016669	CLAUDIO, NICHOLE	06/12/2025	Regular	0.00	1,000.00	341081
011149	COSTCO WHOLESALE	06/12/2025	Regular	0.00	165.55	341082
010932	COUNTY OF VENTURA IT SERVICES	06/12/2025	Regular	0.00	2,293.12	341083
011164	CRANE PRINTING	06/12/2025	Regular	0.00	393.30	341084
011686	CROWN DODGE	06/12/2025	Regular	0.00	208.57	341085
016755	CRUZ, JONCARLOS	06/12/2025	Regular	0.00	1,000.00	341086
014331	CULLIGAN WATER	06/12/2025	Regular	0.00	329.72	341087
012948	DIAL SECURITY 2021	06/12/2025	Regular	0.00	44.40	341088
013724	DIRECT TV	06/12/2025	Regular	0.00	108.99	341089
015976	DR MARIA CHURCH INTERNATIONAL LLC	06/12/2025	Regular	0.00	8,000.00	341090
016156	EFUEL LLC	06/12/2025	Regular	0.00	6,952.88	341091
013360	ENGEO INCORPORATED	06/12/2025	Regular	0.00	10,456.00	341092
016126	ENVISION VTA FD AUTO LLC	06/12/2025	Regular	0.00	142.98	341093
014291	FEDEX	06/12/2025	Regular	0.00	37.10	341094
010440	FGL ENVIRONMENTAL, INC	06/12/2025	Regular	0.00	461.00	341095
010432	FRANK'S PAINT & HARDWARE	06/12/2025	Regular	0.00	366.34	341096
014061	FRONTIER COMMUNICATIONS	06/12/2025	Regular	0.00	2,471.69	341097
010441	FRUIT GROWERS SUPPLY CO	06/12/2025	Regular	0.00	744.57	341098
016757	GARCIA, IRVING	06/12/2025	Regular	0.00	1,000.00	341099
016747	GARCIA, JUAN L.	06/24/2025	Regular	0.00	-1,000.00	341100
016747	GARCIA, JUAN L.	06/12/2025	Regular	0.00	1,000.00	341100
010451	GARDEN MARKET	06/12/2025	Regular	0.00	419.00	341101
016449	GAYTAN, CARLOS	06/12/2025	Regular	0.00	327.75	341102
015222	GOODSUITE	06/12/2025	Regular	0.00	1,459.20	341103
010481	GRAINGER	06/12/2025	Regular	0.00	280.74	341104
012800	GRANITE CONSTRUCTION COMPANY	06/12/2025	Regular	0.00	1,371.19	341105
014369	GSI WATER SOLUTIONS, INC.	06/12/2025	Regular	0.00	25,502.45	341106
016539	GUTIERREZ, MARTIN	06/12/2025	Regular	0.00	1,000.00	341107
016127	HOMELAND LANGUAGE SERVICES LLC	06/12/2025	Regular	0.00	2,387.65	341108
010537	HOUSE SANITARY SUPPLY	06/12/2025	Regular	0.00	473.53	341109
014475	HUBER TECHNOLOGY	06/12/2025	Regular	0.00	11,002.77	341110
011546	INTEGRATED WASTE MANAGEMENT DIVISION	06/12/2025	Regular	0.00	3,664.00	341111
014719	INTERWEST CONSULTING GROUP	06/12/2025	Regular	0.00	8,317.50	341112
016565	J.L. PLANK, INCORPORATED	06/12/2025	Regular	0.00	213,103.58	341113
015610	JOHNSON CONTROLS FIRE PROTECTION LP	06/12/2025	Regular	0.00	1,473.09	341114

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015457	JONES, MARLENE A.	06/12/2025	Regular	0.00	900.00	341115
014388	LANE, NICK	06/12/2025	Regular	0.00	710.00	341116
013544	LARRY WALKER ASSOCIATES, INC.	06/12/2025	Regular	0.00	6,321.00	341117
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC	06/12/2025	Regular	0.00	988.80	341118
016657	LOPEZ, ESTEBAN A.	06/12/2025	Regular	0.00	1,000.00	341119
010061	LOWE'S	06/12/2025	Regular	0.00	131.40	341120
016608	LUBER BROS, INC.	06/12/2025	Regular	0.00	1,919.50	341121
015633	M6 CONSULTING, INC.	06/12/2025	Regular	0.00	36,580.40	341122
016750	MAGANA, ANDRES	06/12/2025	Regular	0.00	2,000.00	341123
016751	MAGANA, DENISE	06/12/2025	Regular	0.00	1,000.00	341124
016581	MAGDALENO, RODOLFO A	06/12/2025	Regular	0.00	1,000.00	341125
015516	MAINTAINX, INC.	06/12/2025	Regular	0.00	69.63	341126
015442	MARIPOSA LANDSCAPES, INC.	06/12/2025	Regular	0.00	7,410.58	341127
016659	MARTINEZ, BAY'LEE	06/12/2025	Regular	0.00	1,000.00	341128
010129	MASAHISA, OTAGIRI	06/12/2025	Regular	0.00	26.22	341129
016761	MENDEZ, OSCAR	06/12/2025	Regular	0.00	119.00	341130
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	06/12/2025	Regular	0.00	6,500.00	341131
014436	MINER'S ACE HARDWARE	06/12/2025	Regular	0.00	452.91	341132
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	06/12/2025	Regular	0.00	136,040.65	341133
012895	MNS ENGINEERS, INC.	06/12/2025	Regular	0.00	20,990.00	341134
016670	MONEN, CHRISTOPHER	06/12/2025	Regular	0.00	2,000.00	341135
016752	MUNOZ VARGAS, MARIA DOLORES	06/12/2025	Regular	0.00	1,000.00	341136
016052	NATURAL GREEN LANDSCAPE, INC.	06/12/2025	Regular	0.00	10,750.00	341137
010218	NEW IMAGE AUTO BODY	06/12/2025	Regular	0.00	342.00	341138
015436	NUTRIEN AG SOLUTIONS, INC.	06/12/2025	Regular	0.00	484.82	341139
016464	OCHOA, KRISTINA	06/12/2025	Regular	0.00	194.18	341140
012691	O'REILLY AUTOMOTIVE STORES, INC.	06/12/2025	Regular	0.00	965.13	341141
015335	PAVEMENT COATING CO.	06/12/2025	Regular	0.00	127.09	341142
016305	PEREZ, JOSE LUIS	06/12/2025	Regular	0.00	308.00	341143
014663	PHOENIX CIVIL ENGINEERING, INC.	06/12/2025	Regular	0.00	490.00	341144
013739	QUADIENT FINANCE USA, INC.	06/12/2025	Regular	0.00	2,000.00	341145
016656	RAMIREZ, ELIAS	06/12/2025	Regular	0.00	1,000.00	341146
015111	RAMIREZ, MICHAEL	06/12/2025	Regular	0.00	1,000.00	341147
012635	RAUL'S SMOG	06/12/2025	Regular	0.00	309.57	341148
016753	REYES, FABIOLA	06/12/2025	Regular	0.00	1,000.00	341149
014415	REYES, PEDRO R.	06/12/2025	Regular	0.00	350.00	341150
010047	ROBERT HALF	06/12/2025	Regular	0.00	1,637.34	341151
015399	ROBERT WILLIAM COMPANY, LLC	06/12/2025	Regular	0.00	32,299.19	341152
015859	ROGERS, ANDERSON, MALODY & SCOTT, LLP	06/12/2025	Regular	0.00	16,270.00	341153
010376	SAFETY-KLEEN SYSTEMS, INC.	06/12/2025	Regular	0.00	208.46	341154
015917	SANTA PAULA MATERIALS, INC.	06/12/2025	Regular	0.00	300.00	341155
016000	SCHMIDT, KENNETH L.	06/12/2025	Regular	0.00	35.00	341156
013909	SITEONE LANDSCAPE SUPPLY, LLC	06/12/2025	Regular	0.00	1,141.76	341157
010785	SMART & FINAL	06/12/2025	Regular	0.00	339.85	341158
011524	SOLID WASTE SOLUTIONS	06/12/2025	Regular	0.00	447.75	341159
010795	SOUTHERN CALIFORNIA EDISON	06/12/2025	Regular	0.00	36,057.34	341160
016480	SPEED, JOHNNY	06/12/2025	Regular	0.00	800.00	341161
016466	SUPERIOR WELDING & PIPING INC.	06/12/2025	Regular	0.00	1,591.48	341162
015728	THE COUNSELING TEAM INTERNATIONAL	06/12/2025	Regular	0.00	2,200.00	341163
012006	TOTAL BARRICADE SERVICES, INC.	06/12/2025	Regular	0.00	1,000.00	341164
012070	TRAFFIC TECHNOLOGIES	06/12/2025	Regular	0.00	822.65	341165
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	06/12/2025	Regular	0.00	1,575.00	341166
010891	UNITED RENTALS (NORTHAMERICA), INC.	06/12/2025	Regular	0.00	788.57	341167
010883	U-RENT INC	06/12/2025	Regular	0.00	541.14	341168
013736	V.C.T.C.	06/12/2025	Regular	0.00	235.00	341169
016760	VALDOVINOS, JOHANNA	06/12/2025	Regular	0.00	1,000.00	341170
016754	VARGAS, PEDRO	06/12/2025	Regular	0.00	1,000.00	341171
015186	VENTURA COUNTY AUTO SUPPLY, INC.	06/12/2025	Regular	0.00	423.72	341172
014375	VENTURA SIGNS & SCREEN PRINTING	06/12/2025	Regular	0.00	188.56	341173
010952	VENTURA TROPHY COMPANY	06/12/2025	Regular	0.00	3,188.33	341174
011539	VERIZON WIRELESS	06/12/2025	Regular	0.00	3,175.88	341175

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
013550	WHITE CAP, L.P.	06/12/2025	Regular	0.00	491.58	341176
015847	WHITE RABBIT MAGIC LLC	06/12/2025	Regular	0.00	2,100.00	341177
014968	WILLDAN FINANCIAL SERVICES	06/12/2025	Regular	0.00	2,000.00	341178
016027	YUNEX LLC	06/12/2025	Regular	0.00	7,271.73	341179
011464	BUSINESS CARD	06/17/2025	Regular	0.00	2,845.07	341180
016765	DRUMTIME	06/17/2025	Regular	0.00	327.00	341181
015498	AMAZON CAPITAL SERVICES	06/25/2025	Regular	0.00	4,825.05	341189
011464	BUSINESS CARD	06/25/2025	Regular	0.00	611.98	341190
011464	BUSINESS CARD	06/25/2025	Regular	0.00	6,821.96	341191
011464	BUSINESS CARD	06/25/2025	Regular	0.00	6,267.04	341192
011464	BUSINESS CARD	06/25/2025	Regular	0.00	1,517.44	341193
011464	BUSINESS CARD	06/25/2025	Regular	0.00	9,119.70	341194
011464	BUSINESS CARD	06/25/2025	Regular	0.00	1,979.79	341195
011464	BUSINESS CARD	06/25/2025	Regular	0.00	618.26	341196
011464	BUSINESS CARD	06/25/2025	Regular	0.00	770.73	341197
011464	BUSINESS CARD	06/25/2025	Regular	0.00	419.97	341198
015244	ACCURATE FIRST AID SERVICES	06/26/2025	Regular	0.00	62.38	341199
010055	ACCUSOURCE INC	06/26/2025	Regular	0.00	160.74	341200
016773	ACEVEDO, LORENZO	06/26/2025	Regular	0.00	428.00	341201
010378	ALBERTSON'S/SAFEWAY	06/26/2025	Regular	0.00	451.05	341202
015448	ALL CITY MANAGEMENT SERVICES, INC.	06/26/2025	Regular	0.00	10,135.44	341203
015896	ALONSO TOOLS, LLC	06/26/2025	Regular	0.00	207.16	341204
016588	AMERICAN AED, LLC.	06/26/2025	Regular	0.00	763.00	341205
016778	ANGUINIGA, MAYRA	06/26/2025	Regular	0.00	270.00	341206
016402	AQUAPULSE CHEMICALS LLC	06/26/2025	Regular	0.00	4,255.00	341207
011532	ARREOLA, RAQUEL	06/26/2025	Regular	0.00	50.12	341208
011368	ASWELL TROPHY	06/26/2025	Regular	0.00	83.73	341209
011354	AT&T MOBILITY	06/26/2025	Regular	0.00	1,571.34	341210
015318	BADGER METER	06/26/2025	Regular	0.00	2,476.38	341211
015218	BARAJAS, DAVID	06/26/2025	Regular	0.00	4,960.00	341212
016546	BARK AND BRANCH LANDSCAPING	06/26/2025	Regular	0.00	4,900.00	341213
015284	BEE SPECIALIST	06/26/2025	Regular	0.00	250.00	341214
014870	BOYD & ASSOCIATES	06/26/2025	Regular	0.00	1,710.00	341215
011237	BTE COMMUNICATIONS, LLC	06/26/2025	Regular	0.00	77.21	341216
015398	BUNNIN CHEVROLET OF SANTA PAULA	06/26/2025	Regular	0.00	149.95	341217
011151	C.O.R. PLUMBING SUPPLIES	06/26/2025	Regular	0.00	1,981.50	341218
011317	CALIFORNIA BUILDING OFFICIALS	06/26/2025	Regular	0.00	255.00	341219
011487	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE (	06/26/2025	Regular	0.00	300.00	341220
011603	CALIFORNIA WOOD RECYCLING	06/26/2025	Regular	0.00	1,215.20	341221
011336	CDCE INC.	06/26/2025	Regular	0.00	4,829.66	341222
016266	CENTRAL COAST ENGINEERING	06/26/2025	Regular	0.00	3,000.00	341223
015999	CHARTER COMMUNICATIONS HOLDING, LLC	06/26/2025	Regular	0.00	412.00	341224
015236	CIVIC PLUS / PATTI CORPORATION	06/26/2025	Regular	0.00	8,465.71	341225
011137	COPQUEST, INC.	06/26/2025	Regular	0.00	491.47	341226
011149	COSTCO WHOLESALE	06/26/2025	Regular	0.00	605.28	341227
016775	COTA, FRANCES	06/26/2025	Regular	0.00	200.00	341228
011148	COUNTY OF VENTURA	06/26/2025	Regular	0.00	174.83	341229
011164	CRANE PRINTING	06/26/2025	Regular	0.00	191.19	341230
014331	CULLIGAN WATER	06/26/2025	Regular	0.00	298.77	341231
011811	DE LAGE LANDEN	06/26/2025	Regular	0.00	2,948.98	341232
016776	DE SANTIAGO, LESLIE	06/26/2025	Regular	0.00	400.00	341233
011210	DEPARTMENT OF JUSTICE	06/26/2025	Regular	0.00	160.00	341234
016439	DEVIL MOUNTAIN WHOLESALE NURSERY LLC	06/26/2025	Regular	0.00	4,627.84	341235
016774	DUENAS, JEANNA	06/26/2025	Regular	0.00	270.00	341236
016156	EFUEL LLC	06/26/2025	Regular	0.00	8,020.09	341237
014937	ELEGANT RENTAL	06/26/2025	Regular	0.00	173.20	341238
016126	ENVISION VTA FD AUTO LLC	06/26/2025	Regular	0.00	69.80	341239
010395	FAMCON PIPE & SUPPLY, INC.	06/26/2025	Regular	0.00	2,239.65	341240
010847	FARMERS IRRIGATION	06/26/2025	Regular	0.00	3,573.14	341241
010404	FENCE FACTORY SATICOY	06/26/2025	Regular	0.00	279.08	341242
014348	FERRIS, SABRINA ZAN	06/26/2025	Regular	0.00	273.00	341243

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010440	FGL ENVIRONMENTAL, INC	06/26/2025	Regular	0.00	5,406.00	341244
015835	FLORES, ELIXEO	06/26/2025	Regular	0.00	78.30	341245
012437	FMP UNIFORM CO.	06/26/2025	Regular	0.00	157.32	341246
010432	FRANK'S PAINT & HARDWARE	06/26/2025	Regular	0.00	138.12	341247
014061	FRONTIER COMMUNICATIONS	06/26/2025	Regular	0.00	814.15	341248
010441	FRUIT GROWERS SUPPLY CO	06/26/2025	Regular	0.00	311.82	341249
016747	GARCIA, JUAN L.	06/26/2025	Regular	0.00	1,000.00	341250
010797	GAS COMPANY, THE	06/26/2025	Regular	0.00	206.00	341251
016449	GAYTAN, CARLOS	06/26/2025	Regular	0.00	657.12	341252
015222	GOODSUITE	06/26/2025	Regular	0.00	49.17	341253
013561	GOVERNMENTJOBS.COM, INC.	06/26/2025	Regular	0.00	4,782.97	341254
010481	GRAINGER	06/26/2025	Regular	0.00	11.43	341255
012800	GRANITE CONSTRUCTION COMPANY	06/26/2025	Regular	0.00	904.77	341256
014369	GSI WATER SOLUTIONS, INC.	06/26/2025	Regular	0.00	6,491.99	341257
013017	HERITAGE VALLEY EYE CARE	06/26/2025	Regular	0.00	425.00	341258
016127	HOMELAND LANGUAGE SERVICES LLC	06/26/2025	Regular	0.00	1,654.26	341259
010537	HOUSE SANITARY SUPPLY	06/26/2025	Regular	0.00	2,131.66	341260
015640	HUITT-ZOLLARS, INC.	06/26/2025	Regular	0.00	1,360.00	341261
010552	ICMA RETIREMENT CORPORATION	06/26/2025	Regular	0.00	375.00	341262
014988	INFRASCALE INC.	06/26/2025	Regular	0.00	1,619.58	341263
016772	INK HEAD DESIGN & PRINTS	06/26/2025	Regular	0.00	1,881.17	341264
011546	INTEGRATED WASTE MANAGEMENT DIVISION	06/26/2025	Regular	0.00	1,076.33	341265
013782	LAWSON PRODUCTS	06/26/2025	Regular	0.00	337.48	341266
013454	LEIBOLD MCCLENDON & MANN	06/26/2025	Regular	0.00	5,101.98	341267
010017	LIEBERT CASSIDY WHITMORE	06/26/2025	Regular	0.00	772.50	341268
010061	LOWE'S	06/26/2025	Regular	0.00	675.12	341269
015633	M6 CONSULTING, INC.	06/26/2025	Regular	0.00	14,272.20	341270
012260	MELGAR, JOSE LUIS	06/26/2025	Regular	0.00	710.13	341271
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	06/26/2025	Regular	0.00	6,855.50	341272
014436	MINER'S ACE HARDWARE	06/26/2025	Regular	0.00	652.80	341273
016779	MONTOYA, REYNA	06/26/2025	Regular	0.00	200.00	341274
010180	MUNICIPAL MANAGEMENT ASSISTANTS OF SO	06/26/2025	Regular	0.00	95.00	341275
016770	NINJA BAKE COOKIES, LLC	06/26/2025	Regular	0.00	243.63	341276
015436	NUTRIEN AG SOLUTIONS, INC.	06/26/2025	Regular	0.00	4,789.76	341277
012691	O'REILLY AUTOMOTIVE STORES, INC.	06/26/2025	Regular	0.00	349.02	341278
015335	PAVEMENT COATING CO.	06/26/2025	Regular	0.00	152.51	341279
016305	PEREZ, JOSE LUIS	06/26/2025	Regular	0.00	462.00	341280
014934	RAMIREZ, JOSHUA	06/26/2025	Regular	0.00	858.00	341281
010047	ROBERT HALF	06/26/2025	Regular	0.00	3,011.20	341282
015859	ROGERS, ANDERSON, MALODY & SCOTT, LLP	06/26/2025	Regular	0.00	29,000.00	341283
016610	ROTH STAFFING COMPANIES, LP	06/26/2025	Regular	0.00	383.04	341284
010520	RP RENTALS	06/26/2025	Regular	0.00	1,685.63	341285
016777	SALAS, MARIA	06/26/2025	Regular	0.00	200.00	341286
014129	SAM HILL & SONS, INC	06/26/2025	Regular	0.00	1,632.00	341287
011203	SAN LUIS BUTANE DISTRIBUTORS, A CORP.	06/26/2025	Regular	0.00	35.01	341288
015917	SANTA PAULA MATERIALS, INC.	06/26/2025	Regular	0.00	200.00	341289
012332	SANTA PAULA SUPER STORE	06/26/2025	Regular	0.00	29.56	341290
014880	SE&J FABRICATIONS, INC.	06/26/2025	Regular	0.00	571.41	341291
010757	SIGNARAMA - VENTURA	06/26/2025	Regular	0.00	3,438.63	341292
010785	SMART & FINAL	06/26/2025	Regular	0.00	200.40	341293
010790	SOAP MAN	06/26/2025	Regular	0.00	32.67	341294
015819	SOLIS, YVETTE	06/26/2025	Regular	0.00	473.00	341295
010795	SOUTHERN CALIFORNIA EDISON	06/26/2025	Regular	0.00	94,912.67	341296
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA	06/26/2025	Regular	0.00	230.00	341297
010799	SPARLING INSTRUMENTS, INC.	06/26/2025	Regular	0.00	3,930.00	341298
015285	SUPERIOR PRINTING & GRAPHICS	06/26/2025	Regular	0.00	60.09	341299
015001	SYNAGRO-WWT, INC.	06/26/2025	Regular	0.00	17,554.59	341300
012070	TRAFFIC TECHNOLOGIES	06/26/2025	Regular	0.00	1,857.91	341301
010867	TRI COUNTY OFFICE FURNITURE	06/26/2025	Regular	0.00	1,703.64	341302
011389	TYLER TECHNOLOGIES, INC	06/26/2025	Regular	0.00	14,884.13	341303
011891	ULINE SHIPPING SUPPLIES	06/26/2025	Regular	0.00	284.05	341304

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010278	US POSTAL SERVICE	06/26/2025	Regular	0.00	244.00	341305
010920	VENTURA COUNTY AIR POLLUTION CONTROL D	06/26/2025	Regular	0.00	675.80	341306
010938	VENTURA COUNTY SHERIFF'S OFFICE	06/26/2025	Regular	0.00	1,512.77	341307
015375	VENTURA LOCKSMITHS	06/26/2025	Regular	0.00	762.21	341308
010975	VENTURA REGIONAL SANITATION DISTRICT	06/26/2025	Regular	0.00	125,916.72	341309
014375	VENTURA SIGNS & SCREEN PRINTING	06/26/2025	Regular	0.00	172.40	341310
011539	VERIZON WIRELESS	06/26/2025	Regular	0.00	3,182.81	341311
016578	VITAL RECORDS HOLDINGS, LLC	06/26/2025	Regular	0.00	141.22	341312
010978	VULCAN MATERIALS COMPANY	06/26/2025	Regular	0.00	1,457.87	341313
013539	WAGE WORKS, INC.	06/26/2025	Regular	0.00	113.10	341314
013550	WHITE CAP, L.P.	06/26/2025	Regular	0.00	22.12	341315
016701	WITTENBERG, MARK J.	06/26/2025	Regular	0.00	16,002.00	341316
016692	WRIGHT, NICOLE	06/26/2025	Regular	0.00	2,088.00	341317
013843	YOUNG, DUNCAN JAMES	06/26/2025	Regular	0.00	2,418.00	341318
012728	ZAMBELLI FIREWORKS	06/26/2025	Regular	0.00	15,000.00	341319
012728	ZAMBELLI FIREWORKS	06/26/2025	Regular	0.00	23,000.00	341320
015506	PAYMENTUS GROUP, INC.	06/18/2025	Bank Draft	0.00	12,564.95	992464

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	496	251	0.00	1,367,327.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-2,622.35
Bank Drafts	1	1	0.00	12,564.95
EFT's	0	0	0.00	0.00
	497	**254**	**0.00**	**1,377,269.73**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011688	CALIFORNIA STATE DISBURSEMENT UNIT	06/06/2025	Regular	0.00	662.76	341045
011228	CALIFORNIA, STATE OF	06/06/2025	Regular	0.00	150.00	341046
010553	ICMA RETIREMENT TRUST-457	06/06/2025	Regular	0.00	17,017.38	341047
010554	ICMA RETIREMENT TRUST-457 (PT)	06/06/2025	Regular	0.00	1,012.59	341048
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	06/06/2025	Regular	0.00	1,020.00	341049
010291	SEIU LOCAL 721	06/06/2025	Regular	0.00	586.35	341050
010898	UNITED WAY OF VENTURA COUNTY	06/06/2025	Regular	0.00	11.00	341051
011103	COLONIAL LIFE & ACCIDENT	06/06/2025	Regular	0.00	2,745.27	341052
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	06/06/2025	Regular	0.00	794.53	341053
010371	METLIFE SBC	06/06/2025	Regular	0.00	360.99	341054
010331	RELIANCE STANDARD LIFE INSURANCE	06/06/2025	Regular	0.00	612.33	341055
014422	RELIANCE STANDARD LIFE INSURANCE	06/06/2025	Regular	0.00	5,013.72	341056
010331	RELIANCE STANDARD LIFE INSURANCE	06/06/2025	Regular	0.00	5,574.45	341057
011688	CALIFORNIA STATE DISBURSEMENT UNIT	06/23/2025	Regular	0.00	662.76	341182
011228	CALIFORNIA, STATE OF	06/23/2025	Regular	0.00	150.00	341183
010553	ICMA RETIREMENT TRUST-457	06/23/2025	Regular	0.00	17,145.99	341184
010554	ICMA RETIREMENT TRUST-457 (PT)	06/23/2025	Regular	0.00	1,302.33	341185
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	06/23/2025	Regular	0.00	1,020.00	341186
010291	SEIU LOCAL 721	06/23/2025	Regular	0.00	586.35	341187
010898	UNITED WAY OF VENTURA COUNTY	06/23/2025	Regular	0.00	11.00	341188
013539	WAGE WORKS, INC.	06/04/2025	Bank Draft	0.00	632.57	992450
010420	INTERNAL REVENUE SERVICE	06/11/2025	Bank Draft	0.00	54,257.95	992451
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	06/11/2025	Bank Draft	0.00	17,310.03	992452
014872	STATE OF CALIFORNIA EDD - SDI	06/11/2025	Bank Draft	0.00	1,731.29	992453
013539	WAGE WORKS, INC.	06/11/2025	Bank Draft	0.00	572.07	992454
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	06/10/2025	Bank Draft	0.00	94,311.05	992455
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	06/11/2025	Bank Draft	0.00	73,343.24	992456
013539	WAGE WORKS, INC.	06/18/2025	Bank Draft	0.00	179.97	992457
010420	INTERNAL REVENUE SERVICE	06/25/2025	Bank Draft	0.00	55,187.92	992458
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	06/25/2025	Bank Draft	0.00	17,215.49	992459
014872	STATE OF CALIFORNIA EDD - SDI	06/25/2025	Bank Draft	0.00	1,885.67	992460
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	06/25/2025	Bank Draft	0.00	73,827.77	992462
013539	WAGE WORKS, INC.	06/25/2025	Bank Draft	0.00	125.00	992463

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	20	0.00	56,439.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	151	13	0.00	390,580.02
EFT's	0	0	0.00	0.00
	268	**33**	**0.00**	**447,019.82**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	613	271	0.00	1,423,766.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-2,622.35
Bank Drafts	152	14	0.00	403,144.97
EFT's	0	0	0.00	0.00
	765	**287**	**0.00**	**1,824,289.55**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2025	1,824,289.55
			1,824,289.55

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: ACCEPTANCE OF GATE DETECTOR MAINTENANCE EASEMENT FROM LENNAR - HARVEST AT LIMONEIRA

Date: August 6, 2025

Agenda Item: 10.O

RECOMMENDATION:

1. Adopt Resolution No. 7586 to accept an easement from Lennar to maintain gate loop detectors associated with the three-million gallon tank improvements.

BACKGROUND:

On July 2, 2025, City Council adopted Resolution No. 7573 authorizing conditional sequential acceptance of three-million gallon tank improvements located within East Area 1 (Tract 6001) also known as the Harvest at Limoneira. Home builder Lennar Homes of California LLC (Lennar) and master developer Limoneira Lewis Community Home Builders, LLC (LLBC) are responsible for construction of the improvements for the City to maintain after completion.

At the July 2, 2025, the Council authorized a number of property interests around the site to be conveyed to and from the City and the developers. By way of the adopted resolution and minute order, the Council authorized acceptance of storm drain easements from Lennar. Inadvertently omitted was a request to to accept an easement from Lennar to maintain tank site automatic entry gate loop detectors (see brown-colored are in attached Exhibit B). The proposed resolution (Exhibit A) would authorize the City to accept the easement.

ANALYSIS:

Acceptance of the easement is necessary to allow City access to, and the ability to maintain detectors for, entry to the future city-owned tank site and other water distribution facilities. A depiction of the tank site and property interests that will be conveyed to and from the developers is attached as Exhibit B.

STRATEGIC PLAN:

This item furthers the following general goal: "Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating."

FISCAL IMPACTS:

There are no immediate fiscal impacts. Future tank maintenance costs will need to be programmed into the City Water Division facility maintenance program.

OPTIONS:

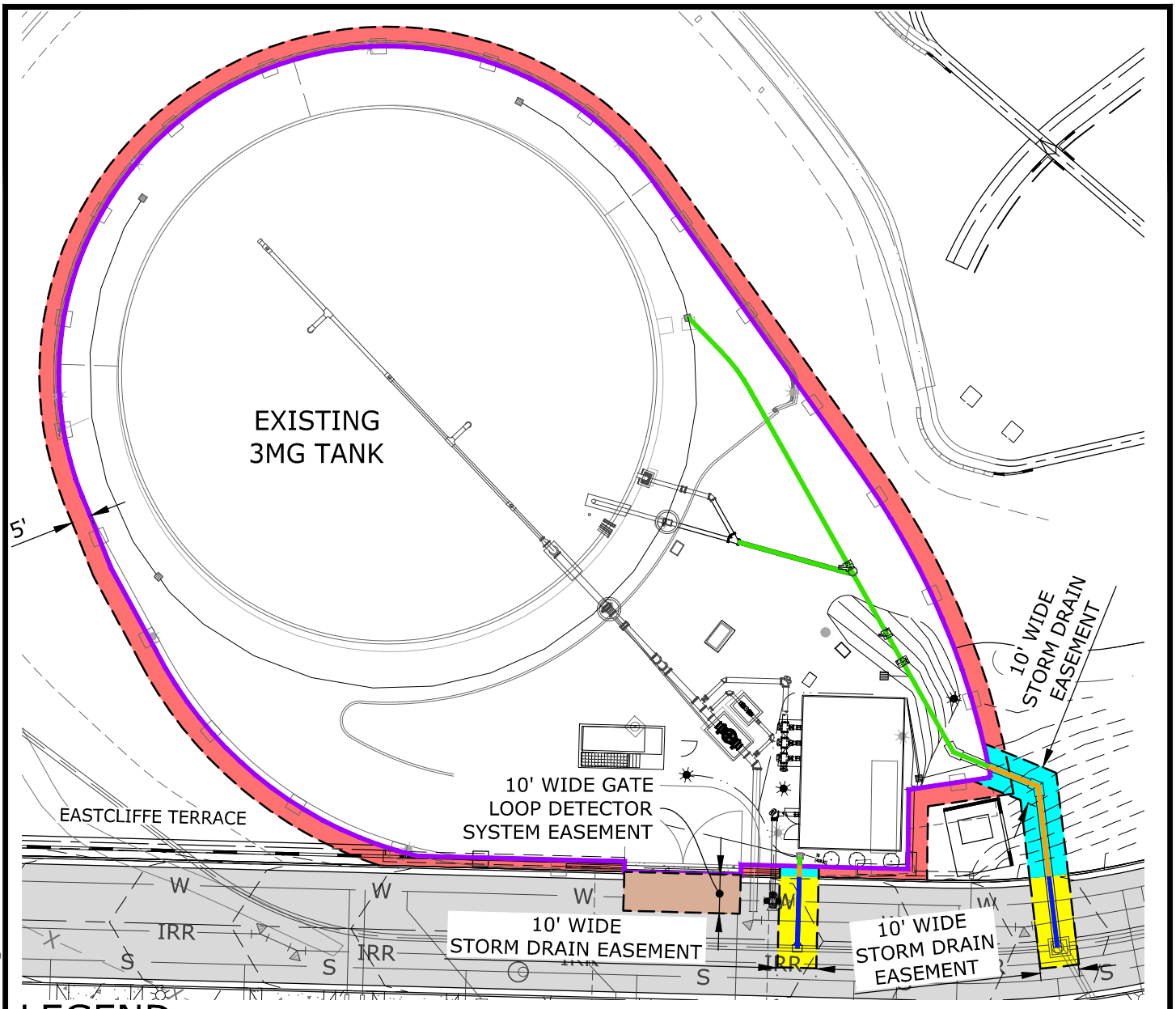
Alternative to staff's recommended action, Council may:

1. Decline to adopt Resolution 7586 and not accept the maintenance easement.

ATTACHMENTS:

Exhibit B - Tank Site Exhibit
Exhibit A - Reso 7586

EXHIBIT B



LEGEND

- TANK PROPERTY LINE
- 5' ACCESS, MAINTENANCE & PLACEMENT EASEMENT
- STORM DRAIN IN 3MG TANK SITE (FUTURE CITY OWNED)
- STORM DRAIN IN LOT E-2 OF TRACT 6001-1 (LLCB OWNED)
- STORM DRAIN IN LOT S OF TRACT 6001-8 EASTCLIFFE TERRACE (LENNAR OWNED)
- EASEMENT FROM LENNAR TO CITY FOR LOOP DETECTORS LOCATED WITHIN HOA PRIVATE STREET

N
W E
S

SCALE: 1"=40'

0 40 80

Encompass Consultant Group

07/28/2025

TR 6001 FOOTHILL AT HARVEST AT LIMONEIRA

LOWER TANK EXHIBIT

N:\projects\0629\engineering\acad\exhibits\0629_overal_site.dwg

EXHIBIT A

RESOLUTION NO. 7586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING ACCEPTANCE OF AUTOMATIC GATE LOOP DETECTORS MAINTENANCE EASEMENT FOR EAST AREA ONE THREE-MILLION GALLON TANK IMPROVEMENTS

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

SECTION 1: Recitals.

A. On July 2, 2025, City Council adopted Resolution No. 7573 authorizing conditional sequential acceptance of three-million gallon tank improvements located within East Area 1 (Tract 6001) also known as the Harvest at Limoneira.

B. The recitals in Resolution No. 7573 are incorporated by reference as though fully set forth herein.

C. The purpose of this Resolution is to accept from Lennar Homes of California, LLC ("Lennar") an easement to maintain tank site automatic entry gate loop detectors inadvertently omitted from Resolution No. 7573.

SECTION 2: The recitals set forth above are true and correct.

SECTION 3: The City Manager or designee is authorized to accept an easement from Lennar to maintain automatic entry gate loop detectors located at or adjacent to the three-million gallon tank site conceptually shown in the attached Exhibit A shaded in brown.

PASSED AND ADOPTED by the City Council of the City of Santa Paula this 6th day of August, 2025.

_____
Pedro Chavez, Mayor

ATTEST:

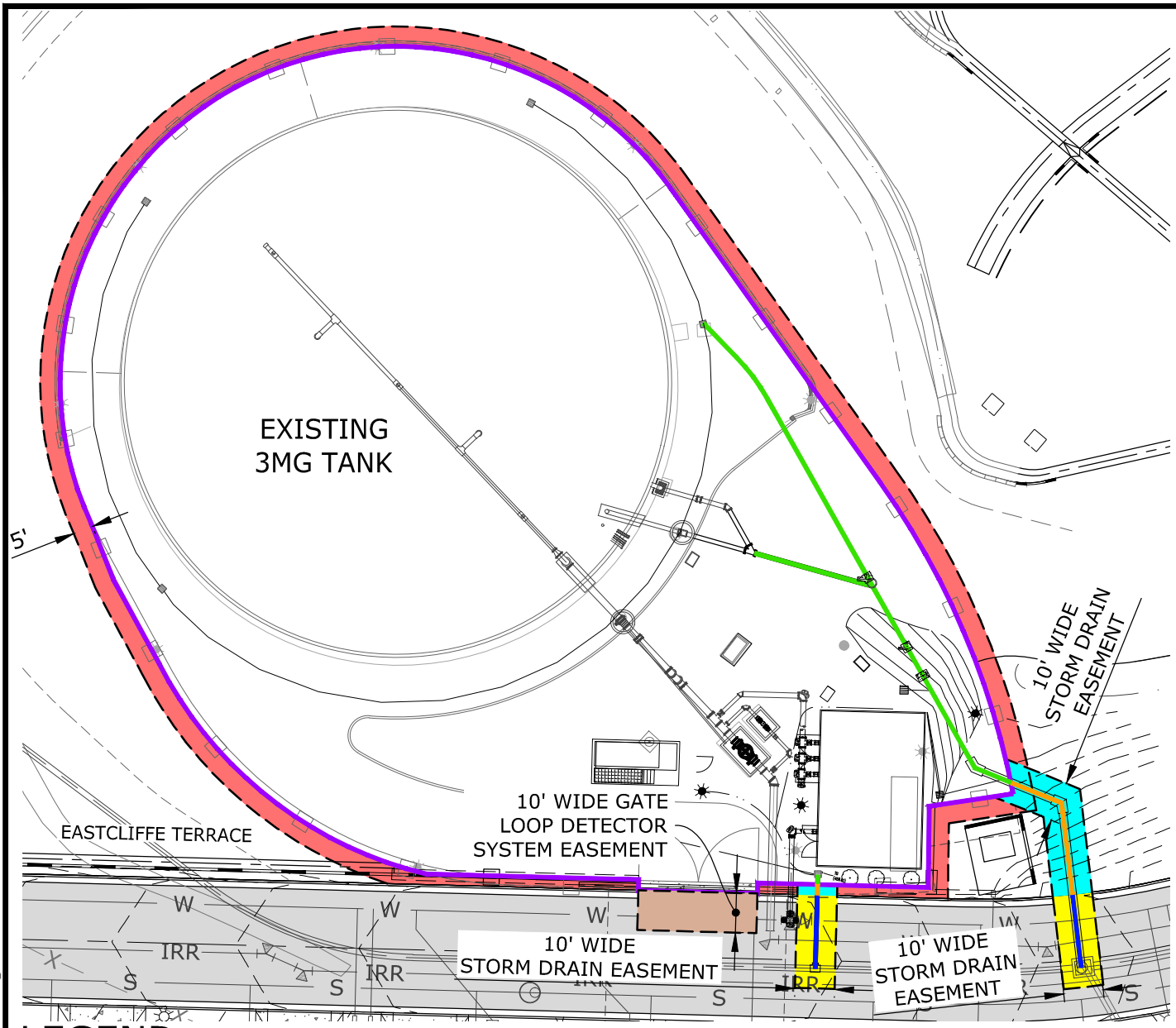
_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A

[attached behind]



LEGEND

- TANK PROPERTY LINE
- 5' ACCESS, MAINTENANCE & PLACEMENT EASEMENT
- STORM DRAIN IN 3MG TANK SITE (FUTURE CITY OWNED)
- STORM DRAIN IN LOT E-2 OF TRACT 6001-1 (LLCB OWNED)
- STORM DRAIN IN LOT S OF TRACT 6001-8 EASTCLIFFE TERRACE (LENNAR OWNED)
- EASEMENT FROM LENNAR TO CITY FOR LOOP DETECTORS LOCATED WITHIN HOA PRIVATE STREET

N
W E
S

SCALE: 1"=40'

0 40 80

Encompass Consultant Group

07/28/2025

TR 6001 FOOTHILL AT HARVEST AT LIMONEIRA

LOWER TANK EXHIBIT

N:\projects\0629\engineering\acad\exhibits\0629_overal_site.dwg

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: INVESTMENT POLICY UPDATE

Date: August 6, 2025

Agenda Item: 10.P

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 in accordance with the following reasons:

- **AB2618 (2025):** Allows Cities to invest up to 50% (rather than 30%) of total portfolio with the Placement Deposit Services.
- **Best Practice:** Clarified retirement plans are out of scope for the policy.
- **Best Practice:** Updated “portfolio” to “total portfolio” to reflect compliance is assessed across the entire client relationship [New CDIAC LAIG FAQ 2024].
- **Best Practice:** Added term to glossary that often is an FAQ

The redline and clean version of the updated policy have been included as attachments to this staff report.

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 FY2025 REDLINE
Santa Paula Investment Policy FY2025 CLEAN



Investment Policy

Approved 10/9/2023

For Fiscal Year 2023/2024 or Calendar Year 2023

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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 Cfunds 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, CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609. 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 total portfolio may be invested in any single Agency/GSE issuer. The maximum percent of agency callable securities in the total 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 total 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 total 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 total 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 total 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. Under a provision sunsetting on January 1, 2031, no more than 50% of the portfolio may be invested in deposits through a placement service, including Certificates of Deposit.

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 rating category of "A" or its equivalent or better by at least one NRSRO. Purchases of medium term notes may not exceed 30 percent of the City's total portfolio.

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 total 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 total portfolio may be invested in eligible commercial paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the total 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.

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 total 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 total 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 total 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.

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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:

- 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?

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.

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.

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.

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.

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.

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.

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:

- 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).

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.

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.

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. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in other's best interests.

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.

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 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 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.



Investment Policy

Approved 10/9/2023

For Fiscal Year 2024/2025 or Calendar Year 2025

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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 Cfunds 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, CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609. 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 total portfolio may be invested in any single Agency/GSE issuer. The maximum percent of agency callable securities in the total 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 total 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 total 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 total 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 total 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. Under a provision sunsetting on January 1, 2031, no more than 50% of the portfolio may be invested in deposits through a placement service, including Certificates of Deposit.

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 rating category of "A" or its equivalent or better by at least one NRSRO. Purchases of medium term notes may not exceed 30 percent of the City's total portfolio.

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 total 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 total portfolio may be invested in eligible commercial paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the total 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.

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 total 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 total 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 total 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.

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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:

- 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?

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.

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.

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.

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.

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.

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.

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:

- 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).

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.

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.

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. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in other's best interests.

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.

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 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 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: DESIGNATED LOCAL AUTHORITY DISSOLUTION AND RELEASE OF FUNDS

Date: August 6, 2025

Agenda Item: 10.Q

RECOMMENDATION:

Staff recommends City Council:

1. Authorize City staff to work with the County to finalize the Santa Paula Designated Local Authority's ("DLA") dissolution.
2. Authorize the City Manager or designee the ability to release the remaining DLA funds to the County.
3. Approve a budget adjustment of up to $400,000 in expenses to release the fund balance to the County in GL 804-5-5501-199.

BACKGROUND:

Pursuant to AB1X26, as modified by the California Supreme Court decision in California Redevelopment Association v. Matosantos, all redevelopment agencies in the State of California were dissolved effective February 1, 2012 (as amended to date, the " Dissolution Law"). The City Council of the City of Santa Paula exercised its right under AB1X26 and elected that the City of Santa Paula not be the successor agency to the Santa Paula Redevelopment Agency (the " Agency"). As a result, the Santa Paula Designated Local Authority, as Successor Agency to the Santa Paula Redevelopment Agency (the "DLA") was formed by operation of law on February 1, 2012 and was charged with implementing recognized enforceable obligations and winding down the affairs of the former Agency in accordance with the Dissolution Law.

ANALYSIS:

On April 24, 2025, the legal counsel for the Santa Paula Designated Local Authority submitted a request to the Ventura County Consolidated Oversight Board to consider the dissolution of the DLA at its next regularly scheduled meeting on Wednesday, May 28, 2025. A request was forwarded to the Department of Finance to continue the dissolution process. On June 25, 2025 staff received notification from the Department of Finance that the dissolution was approved. The letter is included as an attachment to this report.

In order to complete the dissolution, the County will do an audit of the fund, and the remaining

fund balances must be distributed back to the County. In order for staff to distribute the remaining fund balances, for accounting purposes, we request a budget allocation be authorized. The estimated fund balance is $300,000 however the County has authorized the City to withhold some funds to pay for additional legal counsel costs that are necessary as we complete the dissolution process. A request of up to $400,000 is requested, in the event any addition corrections are discovered during the audit process.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

The distribution of monies will leave the fund with only a small amount to pay the estimated legal costs associated with the dissolution.

OPTIONS:

Council may seek to not approve the budget request, however it is mandatory under applicable law that the timeframes for the dissolution be met, as set forth in the statute.

ATTACHMENTS:

Santa Paula Initial Agency Dissolution Approved.pdf

DEPARTMENT OF FINANCE

Gavin Newsom ▪ Governor
915 L Street ▪ Sacramento CA ▪ 95814-3706 ▪ www.dof.ca.gov

Transmitted via e-mail

June 12, 2025

Dan Singer, City Manager
City of Santa Paula
970 E. Ventura Street
Santa Paula, CA 93060

Approval of Redevelopment Successor Agency Dissolution

The City of Santa Paula Successor Agency (Agency) notified the California Department of Finance (Finance) of its May 14, 2025 Oversight Board (OB) resolution on May 22, 2025, requesting to dissolve the Agency. Pursuant to Health and Safety Code (HSC) section 34187 (d), Finance has completed its review of the OB action.

Based on our review and application of the law, and documentation and representations made by the City of Santa Paula officials, OB Resolution No. 2025-01, approving the dissolution of the Agency, is approved. It is our understanding the Agency has met the conditions per HSC section 34187 (b) as follows:

- All enforceable obligations identified in the Recognized Obligation Payment Schedule have been retired or paid off.
- All real property has been disposed of pursuant to HSC section 34181 or 34191.4.
- All outstanding litigation has been resolved.

Pursuant to HSC section 34187 (e), within 100 days upon receipt of this letter, the Agency shall dispose of any remaining assets as directed by the OB and proceeds from asset dispositions are to be transferred to the County Auditor-Controller. In addition, the Agency is to notify the OB of its compliance related to any remaining assets. Upon notification of the Agency's compliance, and within 14 days of verification, the OB shall submit to Finance a final resolution of the Agency's dissolution, which shall be effective immediately.

Please direct inquiries to RedevelopmentAdministration@dof.ca.gov.

Sincerely,

Cheryl L. McCormick, CPA
Chief, Office of State Audits and Evaluations

cc: Dan Singer, City Manager, City of Santa Paula
Christy Ramirez, Finance Director, City of Santa Paula
Kathleen O'Keefe, Chief Deputy Director, Ventura County
Robert Bravo, Countywide Oversight Board Representative

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: SANTA PAULA UNIFIED SCHOOL DISTRICT JOINT USE AGREEMENT

Date: August 6, 2025

Agenda Item: 11.A

RECOMMENDATION:

1. Authorize the City Manager to execute a Joint Use Agreement with the Santa Paula Unified School District.

Presented by: Greg Barnes, Parks & Recreation Director

BACKGROUND:

The City of Santa Paula and the Santa Paula Unified School District (SPUSD) share a common goal of maximizing public access to community facilities that support youth development, recreation, and civic engagement. Recognizing the benefits of coordinated use of each other's facilities, staff from both agencies have been working collaboratively over the past several months to develop a formal Joint Use Agreement.

This agreement is intended to streamline scheduling, clarify operational responsibilities, and formalize a cooperative relationship that has existed informally for many years. It covers the shared use of gymnasiums, athletic fields, meeting rooms, parks, and other facilities to support recreational programs, school athletics, events, and educational activities.

The draft agreement was presented to the Santa Paula Unified School District Board of Trustees and approved at their regular meeting on July 30, 2025.

ANALYSIS:

The Joint Use Agreement establishes a comprehensive framework that enables the City and SPUSD to maximize the use of public spaces while maintaining clear boundaries around responsibility and liability. Key components of the agreement include:

1. Cooperative Scheduling:

- Establishes a process to coordinate scheduling of facilities owned by both the City and the School District.
- Provides access for City programs at school facilities during non-school hours, and for

District use of City facilities when available.

2. Responsibilities for Maintenance and Operations:

- Each party maintains its own facilities but agrees to return shared facilities to a clean, usable state after each use.

3. Liability and Insurance:

- Requires each party to provide appropriate liability insurance.
- Mutual indemnification clauses protect both parties from claims arising out of the other party's use.

4. Terms and Termination:

- Initial term of five (5) years with the option to renew.
- Either party may terminate the agreement with 90 days' written notice.

BENEFITS TO THE COMMUNITY:

- Increases public access to recreation and educational facilities.
- Enhances youth programming and community event opportunities.
- Reduces duplication of infrastructure and promotes fiscal responsibility.
- Formalizes cooperation, reducing conflicts and misunderstandings.

STRATEGIC PLAN:

Approval of this item completes goal D. Healthy, Connected & Thriving Community, Objective #9 SPUSD Partnerships - Work with Santa Paula Unified School District to create a joint use agreement for school and city facilities.

FISCAL IMPACTS:

This agreement will result in lost revenue for facility and field reservations. The estimated loss in revenue is estimated at $3,000 per fiscal year.

Staff does not anticipate any fees for use of district facilities, but should any cost related to use of district facilities arise, those costs will be covered by existing Council approved budget allocations.

OPTIONS:

The City Council has the following alternative options to staff's recommendation:

1. Provide additional direction to staff.

2. Do not approve Joint Use Agreement.

ATTACHMENTS:

EXHIBIT A - Joint Use Agreement CITY SPUSD 2025.pdf

EXHIBIT A

City and School District Joint Use Agreement

JOINT USE AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
THE SANTA PAULA UNIFIED SCHOOL DISTRICT

This Joint Use Agreement ("Agreement") is entered into as of this 6th day of August, 2025, by and between the **City of Santa Paula**, a municipal corporation organized and existing under the laws of the State of California ("City"), and the **Santa Paula Unified School District**, a public school district organized and existing under the laws of the State of California ("District").

RECITALS

WHEREAS, the City and the District share a common interest in promoting recreational, educational, and cultural opportunities for the Santa Paula community; and

WHEREAS, both parties desire to maximize the use of their respective facilities in a mutually beneficial and cost-effective manner; and

WHEREAS, the City and the District wish to enter into a cooperative arrangement that permits the joint use of certain facilities while ensuring that each party retains primary use of its own facilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish a framework for the joint use of designated facilities owned or operated by the City and the District for the benefit of the community and the respective programs of each party.

2. DESIGNATED FACILITIES

The facilities subject to this Agreement shall include, but are not limited to:

- City-owned parks, recreation centers, and sports fields
- District-owned gymnasiums, auditoriums, multipurpose rooms, classrooms, and sports fields

Specific facilities available for joint use shall be listed in an attached Exhibit A, which may be updated from time to time upon mutual written agreement of both parties.

3. PRIORITY USE

Each party shall retain **priority use of its own facilities** for its own programs, events, and operational needs. Specifically:

- The **District** shall have first priority to use District facilities for curricular, extracurricular, and administrative purposes.
- The **City** shall have first priority to use City facilities for municipal programs, recreation services, community events, and city-sponsored functions.

Joint use of any facility shall be subject to availability and shall not interfere with the primary use of the facility by its owner.

4. SCHEDULING AND REQUESTS

Each party shall designate a liaison to coordinate joint use requests. The parties agree to:

- Submit facility use requests in writing with reasonable advance notice (no less than 30 days whenever possible).
- Make reasonable efforts to accommodate each other's requests, subject to availability and operational constraints.
- Resolve scheduling conflicts collaboratively and in good faith.

5. MAINTENANCE AND OPERATIONS

Each party shall be responsible for the routine maintenance and operation of its own facilities. When one party uses the other's facility, the using party shall:

- Leave the facility in the same condition as it was found.
- Be responsible for damages beyond normal wear and tear caused during their use.

Additional custodial or operational costs associated with joint use may be billed to the using party as mutually agreed. Each party shall bear the cost of maintaining and repairing all turfed areas, shrubs, trees, and other landscaping on its own property. If maintenance or repairs are caused in part or in whole by the act, neglect, fault, or omission of the using party, its agents, employees, invitees, or licensees, the using party shall reimburse the owning party for the actual cost of such maintenance or repairs. Major repairs, defined as those not resulting from normal wear and tear and caused by the using party's negligence or willful misconduct, shall be fully reimbursed by the using party.

Each party shall ensure that its facilities comply with all applicable federal, state, and local laws, including accessibility requirements under the Americans with Disabilities Act (ADA). The owning party shall promptly notify the using party of any known safety hazards or maintenance issues affecting a facility's usability.

6. SUPERVISION AND SUPPLIES

All activities conducted by the City on District facilities or grounds shall be supervised and managed by City personnel. All activities conducted by the District on City facilities or grounds shall be supervised and managed by District personnel. Each party shall bear the cost of all necessary supervision, supplies, and equipment during its period of use. Each party shall ensure

that its personnel are adequately trained and that activities comply with all applicable laws, regulations, and safety standards. Cleanup after use shall be the responsibility of the using party, ensuring the facility is returned to its original condition, unless otherwise agreed in writing.

7. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given if sent by United States mail, hand-delivered, or sent by facsimile or email transmission, addressed as follows:

If to DISTRICT:
Superintendent
Santa Paula Unified School District
201 South Steckel Drive
Santa Paula, CA 93060

Email: jweinstein@santapaulausd.org

If to CITY:
City Manager
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061- 0569

Email: dsinger@spcity.org

Either party may change its address or contact person by giving written notice to the other party. Notices shall be deemed received upon actual delivery, or three (3) business days after mailing if sent by United States mail.

8. INSURANCE AND LIABILITY

Each Party may utilize a program of self-insurance to meet the insurance requirements of this Agreement.

Each party shall maintain liability insurance coverage consistent with applicable law and standards for public agencies. The parties agree to indemnify, defend, and hold each other harmless from any claims arising from their own negligence or willful misconduct in connection with the use of the facilities.

9. INDEMNIFICATION.

a. District shall be responsible for all damages to persons or property that occur as a result of District or its officers, agents, employees, independent contractors, and volunteers' fault or negligence in connection with District's use of City facilities under this Agreement. Further, District shall indemnify and save harmless the City, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of District, its officers, agents, employees, independent contractors, and volunteers in connection with this Agreement.

b. City shall indemnify and save harmless District, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description,

brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of the City, its officers, agents, employees, independent contractors, and volunteers in connection with this Agreement.

It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement

10. TERM AND TERMINATION

This Agreement shall take effect on the date first written above and remain in effect for five (5) years, unless terminated earlier by either party upon 90 days' written notice.

This Agreement may be extended or modified by mutual written agreement of both parties.

11. GENERAL PROVISIONS

Governing Law: This Agreement shall be governed by the laws of the State of California.

Entire Agreement: This document constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior oral or written agreements.

Amendments: Any amendment to this Agreement must be in writing and signed by both parties.

Severability: If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect.

Force Majeure: Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to severe weather, natural disasters, epidemics, riots, wars, acts of terrorism, or governmental actions. The affected party shall notify the other promptly and use best efforts to resume performance as soon as possible.

No Assignment: No rights or obligations under this Agreement may be assigned to any other person, entity, agency, or corporation without the prior written consent of the other party.

Employees: No employee of one party shall be deemed an employee of the other party, nor shall they be entitled to any benefits, civil service, or other status of the other party.

Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall constitute one agreement binding on the parties, even if not all parties are signatories to the same counterpart.

Third Party Beneficiaries: Nothing in this Agreement shall confer any rights upon any party not a signatory to this Agreement.

Joint Preparation: This Agreement shall be deemed jointly prepared by the parties, and no provision shall be construed against the drafter.

Effect of Recitals: The recitals and exhibits herein are deemed true and correct, are incorporated into this Agreement as though fully set forth herein, and the parties acknowledge and agree that they are bound by the same.

IN WITNESS WHEREOF, the parties have executed this Joint Use Agreement as of the date first written above.

Signatures on next page

CITY OF SANTA PAULA

Dan Singer
CITY MANAGER

SANTA PAULA UNIFIED SCHOOL DISTRICT

Jeffrey Weinstein
SUPERINTENDENT

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

EXHIBIT A

CITY FACILITIES

Harding Park Softball & Baseball Fields
Santa Paula Creek Sports Park
Teague Park Sports Field
Las Piedras Park Sports Field
Las Piedras Park Youth Center
Community Center
Cultural Arts Building
City Council Chambers

*Excluded: City Hall, Community Development, Police Station

SCHOOL DISTRICT FACILITIES

Barbara Webster Elementary
Bedell Elementary
Blanchard Elementary
Glen City Elementary
Grace Thille Elementary
McKevett Elementary
Isbell Middle School
Renaissance High School
Santa Paula High School

*Excluded: District Offices and District Farm

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Caesar Hernandez, Management Analyst

Subject: CONSIDERATION OF FIRST AMENDMENT TO THE JOINT AGREEMENT FOR OPERATIONAL FUNDING OF THE SPIRIT OF SANTA PAULA HARVARD SHELTER

Date: August 6, 2025

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the First Amendment to the Joint Agreement between the County of Ventura, the City of Santa Paula, and the City of Fillmore for operational funding of the Spirit of Santa Paula Harvard Shelter.
2. Approve a budget allocation of $30,000.08 from an anticipated positive General Fund balance from fiscal year 2024/2025 (General Ledger No. 800-2284).

Presented by: James Mason

BACKGROUND:

On August 8, 2023, the Santa Paula City Council approved entering an "Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru" ("Funding Agreement"). The two-year joint cost-sharing agreement was initiated with the County of Ventura, the City of Fillmore and the City of Santa Paula to fund operations at the Spirit of Santa Paula Harvard Shelter ("Spirit"), located at 1498 East Harvard Boulevard in the City of Santa Paula. This agreement was developed after several meetings held in June and July 2023 between staff from the City of Fillmore, City of Santa Paula, and Ventura County ("Parties") as well as State Assemblymember Steve Bennett.

The shelter provides 49 beds and critical wraparound services to individuals experiencing homelessness in the Santa Clara Valley. The original agreement was structured with fixed annual contributions budgeted by each agency, with the understanding that actual operational costs would be refined over time. Santa Paula's original contribution was to be $24,000 for 24 months FY 2023/2024 and FY 2024/2025 (See Attachment A), however the City only budgeted a contribution in the amount of $200,000 per fiscal year.

ANALYSIS:

During a recent progress meeting attended by staff from the County of Ventura, the City of Santa Paula, and the City of Fillmore, updates on actual operational costs and funding commitments were reviewed. It was identified that the original budgeted contributions exceeded the actual cost of operations. In particular, the City of Santa Paula had only received Council approval to contribute $200,000 for each fiscal year (FY 2023-2024 and 2024-2025)—short of the contract commitment of $288,000. Due to this discrepancy and the overall revised financial picture, the City agreed with the County of Ventura and the City of Fillmore to amend their respective contribution amounts. Under the proposed First Amendment, the City of Santa Paula's contribution will be revised to $17,916.67 per month over a 24-month period or $215,000.04 for each fiscal year. Although this represents an amount higher than the City's budget, the total funding due to Spirit would decrease from the original agreement and the City of Fillmore's contribution, in particular, would decrease from $144,000 for the most recent fiscal year to $120,000.

In a recent discussion with the County of Ventura, it was noted that the First Amendment draft to the Joint Agreement for Operational Funding incorrectly reflects the effective date in Section 6 of the First Amendment (See Attachment B). This discrepancy has been identified as an administrative error in the drafting of the amendment and will be addressed accordingly in coordination with the County and the City of Fillmore to ensure the correction is formally reflected in their adopted agreements.

These adjustments will not impact the shelter's ability to deliver services and reflects a fair distribution of costs among the participating agencies.

STRATEGIC PLAN:

E. Public Safety & Emergency Preparedness
Goal: Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, and recreating. The City may enhance the safety and quality of life for all residents including the un-housed by supporting such facilities, services and programs.

FISCAL IMPACTS:

The First Amendment to the Memorandum of Understanding will reflect the City's revised contribution of $215,000.04 per each fiscal year. Should the Council agree, the additional amount of $30,000.08 would be funded through a budget allocation of an anticipated positive General Fund balance from fiscal year 2024/2025 (General Ledger No. 800-2284).

OPTIONS:

In addition to staff's recommendations, the City Council has the following options:
1. Approve Amendment No.1 recommending that the City Council allocate an additional $30,000.08 in support of the Spirit of Santa Paula Harvard Shelter.
2. Provide alternate direction.

ATTACHMENTS:

Attachment A_Signed Shelter Agreement_8-8-2023.pdf
Attachment B_Shelter Agreement_Amendment One.pdf

AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF A PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS IN SANTA CLARA VALLEY COMMUNITIES INCLUDING THE CITY OF SANTA PAULA, CITY OF FILLMORE, AND UNINCORPORATED AREA OF PIRU

This Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru ("**Agreement**"), dated August 8, 2023, is hereby entered into by and between the cities of Santa Paula and Fillmore (individually referred to as "Santa Paula" and "Fillmore", respectively, and collectively as "**Participating Cities**") and the County of Ventura ("**County**") (Participating Cities and County each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, a serious need exists for a permanent, year- round shelter with sustainable funding to serve homeless individuals in Ventura County and particularly within the City of Santa Paula serving the Santa Clara Valley communities including the City of Fillmore and the unincorporated area of Piru;

WHEREAS, the Spirit of Santa Paula, a California nonprofit ("**Shelter Operator**") operates a permanent, year-round shelter for homeless individuals at Harvard Shelter, located at 1498 E. Harvard Blvd. Santa Paula, CA 93060 ("**Shelter**");

WHEREAS, City of Santa Paula, one of the Participating Cities, shall enter into a contract with Shelter Operator for the operation of the Shelter;

WHEREAS, the Shelter Operator currently provides a maximum of 49 beds year-round at the Shelter as approved by the Ventura County Fire Department;

WHEREAS, the Shelter's remarkable development has been a herculean effort by hundreds of citizen volunteers who have donated valuable resources, including their labor to provide an extremely cost-effective Shelter program;

WHEREAS, the Shelter Operator advised that as of May 2023, its ongoing monthly expenses were approximately $72,000 (**Base Operating Expense**) and this amount has been covered with one-time dollars which is not sustainable in the long-run;

WHEREAS Shelter Operator believes that for long-term sustainability of its facility it needs to attract a professional executive director for Spirit of Santa Paula augmenting or replacing their current volunteer position and establish a sustainable monthly funding stream for the Base Operating Expense and a reserve operating fund of $750,000;

WHEREAS, the City of Santa Paula was awarded $1.5 million by special State appropriation carried by Assemblymember Steve Bennett and provided the Spirit of Santa Paula with those funds for the capital construction costs of the Shelter;

WHEREAS, the Shelter is necessary to meet the growing challenge of homelessness and that the Participating Cities' and County's financial assistance to the Shelter (with the City of Santa Paula, one of the Participating Cities, acting as a conduit) serves the public purpose of providing temporary shelter and housing navigation services to the homeless population and achieving the goal of reducing the number of individuals experiencing homelessness; and

WHEREAS, the Shelter does and will continue to provide access to a range of programs and supportive services to temporarily shelter 49 homeless individuals. The Shelter shall meet the needs of the homeless population and will be operated by Shelter Operator under a contract with the City of Santa Paula, one of the Participating Cities, with the City of Fillmore and the County providing financial support as set forth in this Agreement.

WHEREAS, Assemblymember Steve Bennett is expected to use his best efforts to have the SPIRIT of Santa Paula, or if the name changes, to be recognized as the City of Fillmore's official homeless shelter by the State of California within the term of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, Participating Cities and County hereby agree as follows:

1. FINANCIAL CONTRIBUTIONS; DUTIES AND RESPONSIBILITIES

a. All Parties

i. With the exception of the two-year Initial Term, as defined in Section 3, and to the extent that the Parties agree to extend this Agreement, each of the Shelter's subsequent years of operation will be coterminous with a fiscal year running from July 1 to June 30. By or before April 1, 2025, staff of each Party will meet and jointly determine the budget to fund the base monthly expense for operation of the Shelter for the upcoming fiscal year (or other period) and the portion of the budget to be paid by each Party. Staff of each Party will then recommend to its respective governing body that the governing body approve the budget and apportionment of the budget among the Parties as prepared by staff. If the governing body of a Party does not approve both the budget and the apportionment by June 30, 2025, or by June 30 of any applicable fiscal year thereafter, then this Agreement shall automatically terminate and no Party will have any further obligations under this Agreement. The projected operating budget for the operation of the shelter through June 30, 2024 ("**FY 2023-2024 Budget**") is set forth in Exhibit A of this Agreement. The FY 2023-2024 Budget is for information purposes only. The Parties have no obligation to contribute beyond their respective shares as set forth in this Agreement. Unless this Agreement is amended before June 30, 2024 with an updated projected operating budget, the FY 2023-2024 Budget will serve as Shelter's projected operating budget for fiscal year 2024-2025.

ii. Payments contemplated by this Agreement by any Party for any period after June 30, 2025, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget among the Parties. If the governing body of each Party approves the budget and the apportionment for the upcoming year of operation, the Parties' payments for that year of operation will be governed by the terms

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of any future amendment to this Agreement then in effect, provided this Agreement has not been previously terminated.

iii. The Parties agree that the monthly Base Operating Expense for the Shelter for the Initial Term, as defined in Section 3, shall be $73,000 for year one of the agreement and $72,000 for year two. The Parties further agree that payment of the financial contributions required by this Agreement shall not start until thirty (30) days after the City of Santa Paula has entered into a contract with the Shelter Operator to operate the Shelter ("**Operating Agreement**"). The $72,000 Base Operating Expense shall not be increased without the written approval of the Participating Cities and the County. Unless expressly stated otherwise, nothing in this Agreement shall be construed to make either Participating Cities or County responsible for any costs incurred by Shelter Operator in excess of the $73,000 monthly base operating expenses for year one and $72,000 monthly base operating expenses for year two. Should actual monthly Shelter costs be less than $73,000 for year one or $72,000 for year two, all Parties will reduce their respective fiscal year contributions by the reduced amount divided proportionally among themselves.

b. **City of Santa Paula**

i. *Santa Paula's Contribution.* The City of Santa Paula, one of the Participating Cities, shall enter into an Operating Agreement with the Shelter Operator to operate the Shelter with a maximum of forty-nine (49) beds year-round. Unless expressly stated otherwise in this Agreement, County and the City of Fillmore shall not be a party to any contract with the Shelter Operator or for any construction contracts for the Shelter. The City of Santa Paula agrees to fund $24,000 per month for 24 months as part of the Operating Agreement it enters into with the Shelter Operator.

ii. *Fiscal Year 2023-2024: Parties' Payments from Santa Paula to Shelter.* Excluding the $150,000 direct payment from the City of Fillmore to Shelter Operator for fiscal year 2023-2024 in paragraph c. below, all County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2023-2024 will be given to the City of Santa Paula for transfer to the Shelter Operator. No later than thirty-five (35) days after the Operating Agreement is entered, and provided that the City of Santa Paula has received $109,500 from County pursuant to paragraph d. below, and provided that the City of Fillmore has paid the Shelter Operator $150,000 pursuant to paragraph c. below, the City of Santa Paula shall make its first payment to the Shelter Operator in an amount equal to $60,500 per month, inclusive of Santa Paula's share, retroactive to July 1, 2023 and prorated. Thereafter, for the remainder of fiscal year 2023-2024, the City of Santa Paula will pay $60,500 to the Shelter Operator on the 1st of each month, inclusive of Santa Paula's share, such that by June 30, 2024 Shelter Operator will have received a total of $726,000 toward the Base Operating Expense.

iii. *Fiscal Year 2024-2025: Parties' Payments from Santa Paula to Shelter.* All County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2024-2025 will be given to the City of Santa Paula for transfer to the Shelter Operator. Provided the City of Santa Paula has received payments from County and City of Fillmore for fiscal year 2024-2025 in accordance with paragraphs c. and d. below, the city will pay $72,000 to the Shelter Operator on the 1st of each month of said fiscal year, inclusive of Santa

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Paula's share, such that by June 30, 2025 Shelter Operator will have received a total of $864,000 toward the Base Operating Expense for the 2024-2025 fiscal year.

c. **City of Fillmore**

The City of Fillmore, one of the Participating Cities, agrees to contribute the sum of $294,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. Pursuant to a separate agreement between Fillmore and the Shelter Operator, Fillmore will contribute a lump sum payment in the amount of $150,000 for fiscal year 2023-2024 directly to the Shelter Operator. For fiscal year 2024-2025, Fillmore will pay the remaining $144,000 contribution to the City of Santa Paula, on a quarterly basis, for transfer to the Shelter Operator. Starting the first day of July 2024, Fillmore will pay Santa Paula $36,000, equal to $12,000 per month, to cover its share of Shelter operating expenses from July 1, 2024 through September 30, 2024. Fillmore will pay Santa Paula the same amount at the start of each fiscal quarter thereafter. At the end of each fiscal quarter, Santa Paula will submit to Fillmore a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the fiscal quarter. Payments by Fillmore for any period after June 30, 2025, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget between the Parties, as set forth in section 1.a above.

For purposes of clarity, the following table illustrates the payment schedule in this subsection:

Fillmore Payment Due to Santa Paula	July 1, 2024	Oct. 1, 2024	Jan. 1, 2025	April 1, 2025
Amount Due to Santa Paula	$36,000	$36,000	$36,000	$36,000
Santa Paula Statement Due to Fillmore	Sept. 30, 2024	Dec. 31, 2024	March 31, 2025	June 30, 2025

d. **County**

i. *County's Contribution.* In consideration for the City of Santa Paula entering an Operating Agreement with the Shelter pursuant to the terms of this Agreement, the County agrees to contribute the sum of $870,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. For each fiscal year, the County has agreed to match the combined contributions of Santa Paula and Fillmore. As such, County's total contribution is split between the two fiscal years as follows: $438,000 for fiscal year 2023-2024 and a $432,000 for fiscal year 2024-2025.

ii. *Fiscal Year 2023-2024 Contribution.* The County's first payment under this Agreement will be an advance of $109,500 from the $750,000 reserve fund identified in section 1.d.v. to cover its share of Shelter operating expenses from July 1, 2023 through September 30, 2023, the first fiscal quarter. For the rest of the 2023-2024 fiscal year, County will

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pay Santa Paula the $109,500 at the end of each fiscal quarter. All payments for fiscal year 2023-2024 will be made to Santa Paula for transfer to the Shelter Operator. Before the start of each new fiscal quarter, Santa Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.

iii. *Fiscal Year 2024-2025 Contribution.* Matching the combined contributions of Fillmore and Santa Paula in fiscal year 2024-2025, County will pay Santa Paula the $108,000 at the end of each fiscal quarter. All payments for fiscal year 2024-2025 will be made to the Shelter Operator by Santa Paula. Before the start of each new fiscal quarter, Santa Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.

iv. For purposes of clarity, the following tables illustrate the payment schedule for fiscal years 2023-2024 and 2024-2025 in this subsection:

County Payment Due to Santa Paula	August 1, 2023	Oct. 31, 2023	Jan. 31, 2024	April 30, 2024
Amount Due to Santa Paula	$109,500	$109,500	$109,500	$109,500
Santa Paula Statement Due to County	Oct. 31, 2023	Jan.. 31, 2024	April 30, 2024	July 31, 2024

County Payment Due to Santa Paula	July 31, 2024	Oct. 31, 2024	Jan. 31, 2025	April 30, 2025
Amount Due to Santa Paula	$108,000	$108,000	$108,000	$108,000
Santa Paula Statement Due to County	Oct. 31, 2024	Jan. 31, 2024	April 31, 2025	June 30, 2025

v. In recognition of the $1.5 million capital investment supplied by the City of Santa Paula, the County agrees to reserve, the sum of $750,000, representing 50% of the $1.5 million capital investment, to be held by the County as a reserve fund for the Shelter. Notwithstanding section 1.d.ii., above, such reserve fund shall be used exclusively for the sustainable operation and maintenance of the Shelter for emergency repairs and other essential items to include major facility repairs involving roofing, environmental controls, plumbing, appliances or essential furniture and equipment. ("**Reserve**"). Not later than thirty (30) days after a written draw from Santa Paula, the County will disburse monies from the Reserve. The County will disburse requested funds when it is shown there is insufficient revenue to pay unforeseen costs, including without limitation damage or repairs, that, if not paid within a specified time, would prevent the operation of the Shelter in accordance with the objectives in this Agreement.

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e. Additional Revenue

i. If the Shelter Operator receives grants in excess of $200,000 in a fiscal year for use in the operation and maintenance of the Shelter, 75% of the amount in excess of $200,000 shall be applied to the Shelter's expenses off the top and Participating Cities and County's respective financial contributions proportionally reduced. This provision shall be implemented so that Participating Cities and County benefit in proportion to their respective financial contributions.

ii. If Participating Cities or County (or any combination of the Parties) receive grants, for use in the operation and maintenance of the Shelter, such funds shall be applied to the Shelter's expenses off the top and Participating Cities and County's respective financial contributions proportionally reduced. This provision shall be implemented so that Participating Cities and County benefit in proportion to their respective financial contributions. Any proportional reduction in each party's financial contribution made pursuant to this paragraph ii. will be made regardless of whether that additional revenue was individually or jointly pursued or awarded.

iii. Private donations directly given to the Shelter Operator, or a Party or any non-profit for the operation of the Shelter shall be deemed to be under the control of the recipient, which shall have sole discretion over its use.

iv. Additionally, funds received by Participating Cities or County that have been historically awarded or allocated to each entity for other homeless-related programs or services, and which have not been identified for Shelter expenses, shall remain under the control of the recipient party, which shall have the sole discretion over the use of such funds.

2. PROGRAM OBJECTIVE AND PERFORMANCE

Participating Cities and County agree that the following are goals, practices and principles that shall govern the operation of the Shelter. The City of Santa Paula shall work with Shelter Operator to include such goals, practices, and principles in this Section 2 in its contract with the Shelter Operator.

a. Service Model

i. The Shelter Operator will provide a safe place for homeless individuals to stay and stabilize while partnering with service providers to develop a plan for safe, secure, and permanent housing. The primary purpose of the Shelter beyond temporary sheltering is to leverage community resources that will assist homeless individuals in quickly securing and moving into suitable permanent housing and in achieving long-term housing stability.

ii. The Shelter Operator will participate in the Ventura County Continuum of Care's coordinated entry system, Pathways to Home, and will enter all Shelter occupants into the Ventura County Homeless Management Information System.

iii. The Shelter Operator will operate and develop the appropriate individualized case plan for each Shelter occupant that is client-centered, culturally, and

linguistically appropriate, trauma-informed, and sensitive to the wide ranges of needs of the Shelter occupants, with the goal to transition the Shelter occupant to stable and affordable housing.

iv. The following competencies are integral parts of the program design and operation of the Shelter:

(1) Low-barrier access and services

(2) Housing first

(3) Harm reduction

(4) Trauma-informed care

(5) Client-centered

b. Program and Service Components

i. Participating Cities and County encourage the Shelter Operator to implement the following program objectives:

(1) Manage program resources, including reasonable pursuit of grants to offset financial contributions from the Parties to this Agreement, to achieve cost efficiencies and effectiveness and to facilitate services to as many Shelter occupants as feasible;

(2) Expand the capacity to serve Shelter occupants by facilitating the delivery of services of multiple service providers; and

(3) Seek additional resources to augment emergency shelter and housing opportunities for Shelter occupants.

(4) Refer families with children to the County of Ventura Human Services Agency for alternative sheltering options such as CalWORKs Housing Support Program and other transitional housing options within one business day of admission to shelter.

ii. Participating Cities and County encourage Shelter Operator to work with each Shelter occupant to create an individualized case plan and provide the resources to achieve such a plan toward securing housing. To achieve these objectives, Participating Cities and County encourage Shelter Operator to perform, at a minimum, the following services and functions:

(1) Connect Shelter occupants to needed resources (income, counseling, substance abuse, etc.) by;

(a) Developing personalized housing plan;

(b) Supporting Shelter occupants in managing their own lives within the scope of their resources and abilities;

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(c) Providing housing location and counseling services;

(d) Establishing relationships with private and public property owners and rental agencies;

(e) Assisting to provide permanent housing opportunities to Shelter occupants; and

(f) Assisting with housing applications.

(2) The case management services shall include the development of an individualized service plan based on needs, circumstances, and market conditions, focused on helping individuals find and keep stable housing and linkages to other community-based support services.

c. Reporting and Accountability Review

Participating Cities and County shall review the performance of the Shelter Operator at least quarterly to assess whether, using its best efforts, the following goals have been accomplished and/or maintained:

i. Maintain an overall occupancy rate at the Shelter of 70% of the total available bed capacity.

ii. Reduce the overall number of individuals experiencing unsheltered homelessness within the City of Santa Paula and the City of Fillmore.

iii. Establish a goal of connecting at least 75% of the Shelter occupants with stable housing or "positive" exits to other acceptable living arrangements such as residential treatment, transitional housing, reuniting with relatives within 12 months.

iv. Increase each Shelter occupant's income, including disability income and other public benefits for each participant.

3. TERM AND TERMINATION

a. The initial term of this Agreement shall begin on July 1, 2023, and expire on June 30, 2025 ("**Initial Term**"). On or before April 1, 2025, the Parties will meet and review Shelter Operator's performance and discuss a potential future budget for the Shelter pursuant to Section 1 of this Agreement. No later than July 1, 2025, and every July 1 thereafter if the Agreement is extended beyond that Initial Term (**"Anniversary Date"**), this Agreement shall be renewed with any modifications by written agreement of the Parties, unless terminated as provided below. The Parties have no obligation to extend the Agreement beyond the Initial Term ending June 30, 2025 and any renewal or modification is contingent on the approval of the respective Parties' governing bodies.

b. A Party may terminate its participation in the Agreement effective on an Anniversary Date by giving at least 120 days' written notice prior to the Anniversary Date to the

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other Parties, with or without cause. For the avoidance of doubt, no Party may terminate its participation before July 1, 2025.

c. If a Party's participation in this Agreement is terminated in accordance with the terms herein, and the remaining Parties elect to extend the Agreement for an additional fiscal year (or other period), the costs incurred to operate the Shelter after the Party's termination will be solely the remaining Parties' responsibility. Termination of this Agreement will have no effect on the Parties' obligations under this Agreement nor under any other agreement prior to the effective date of termination.

4. INDEMNITY AND INSURANCE AND HOLD HARMLESS PROVISIONS

a. Since the City of Santa Paula is contracting with the Shelter Operator, and the Shelter Operator will have the primary responsibility for the Shelter operations, the City of Santa Paula will, at its sole cost and expense, obtain and maintain in full force during the term of this Agreement the following types of insurance:

i. General Liability "occurrence" coverage in the minimum amount of $2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

ii. Automobile Liability coverage in the minimum amount of $1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also, to include uninsured/underinsured motorists coverage in the minimum amount of $100,000 when there are owned vehicles.

iii. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of $1,000,000.

b. All insurance required will be primary coverage as respects the Parties and any insurance or self-insurance maintained by the County and the City of Fillmore will be excess of the City of Santa Paula's insurance coverage and will not contribute to it.

c. The Parties are to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

d. The County of Ventura, its boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

e. The City of Fillmore, its council, boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

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f. The City of Santa Paula agrees to waive all rights of subrogation against the City of Fillmore, the County of Ventura, their boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by the City of Santa Paula under the terms of this Agreement as it pertains to Workers' Compensation.

g. Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's Risk Management Division.

h. The City of Santa Paula agrees to provide all Parties with the following insurance documents on or before the effective date of this Agreement:

i. Certificates of Insurance for all required coverage.

ii. Additional Insured endorsements.

iii. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

iv. Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement. The City of Santa Paula's obligation to provide evidence of insurance coverage may be wholly satisfied by providing a certificate of self-insurance.

i. As an alternative to a.-h. above, the City of Santa Paula can contract with the Shelter Operator so that the Shelter Operator, at its sole cost and expense, obtains and maintains in full force during the term of this Agreement the insurance specified in a.-h. above on behalf of all parties. Such Shelter Operator insurance would be primary coverage. In the event that the Shelter Operator fails to provide or maintain such coverage, the City of Santa Paula's obligation to provide insurance set forth in this section 4 shall apply.

j. The Participating Cities shall defend, indemnify and hold harmless the County, its Board of Supervisors, officers, directors, districts, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the Participating Cities, their officers, directors, agents, employees, or subcontractors. With respect to Santa Paula's obligations under this paragraph, "performance of the Agreement" does not include Shelter Operator's operation of the Shelter.

k. The County shall defend, indemnify, and hold harmless the Participating Cities, their officers, directors, districts, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

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l. It is the intention of the Parties that the indemnity provisions of this section be interpreted to impose on each Party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers.

5. LEGAL COMPLIANCE

The Parties, in expending funds which will be used by Shelter Operator to operate the Shelter as contemplated in this Agreement, shall comply with all applicable federal, state, and local laws, regulations and ordinances.

6. GOVERNING LAW; JURISDICTION

This Agreement and all matters pertaining thereto will be construed and enforced according to the laws of the State of California. Any litigation or other court proceeding shall take place in the state or federal courts located in the State of California, and the Parties will accept the exclusive jurisdiction of these courts. Venue shall be in the County of Ventura, California.

7. NOT CONSTRUED AGAINST DRAFTER

This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

8. DISCLAIMER OF RELATIONSHIP

Nothing in this Agreement will be deemed or construed to create any relationship of principal and agent, limited or general partnership, joint venture, or any association among the Parties.

9. SEVERABILITY

If any provision of this Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

10. DISPUTE RESOLUTION

If the Parties have a dispute that they are unable to resolve at the staff level, any of the Parties may escalate the dispute to the executive staff level (*i.e.*, to the City Managers and the County Executive Officer) by submitting a signed and dated request for dispute resolution. If the City Managers and the County Executive Officer are unable to resolve the dispute, the item in dispute may be presented to the City Councils and the County Board of Supervisors for resolution.

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11. ENTIRE AGREEMENT; AMENDMENT; WAIVER

Unless explicitly stated otherwise in this Agreement, this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement can only be amended or modified in a writing signed by authorized representatives of each of the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original.

[Remainder of page intentionally left blank.]

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WHEREFORE, the Parties have executed this Agreement as of the date first written above.

DATE: August 8, 2023

COUNTY OF VENTURA

Kelly Long

Vice Chair of the Board of Supervisors

ATTEST:

Lori Kay

Deputy Clerk of the Board
County of Ventura

APPROVED AS TO FORM

County Counsel
County of Ventura

DATE: August 8, 2023

CITY OF SANTA PAULA

Dan Singer

Dan Singer
City Manager

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM

Monica Castillo
Interim City Attorney

DATE: 08 / 22 / 2023

CITY OF FILLMORE

Mark Austin

Mark Austin
Mayor

ATTEST:

Olivia Carrera Lopez

Olivia Carrera Lopez

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City Clerk

APPROVED AS TO FORM

Tiffany Israel
City Attorney

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FIRST AMENDMENT
to
AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF A PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS IN SANTA CLARA VALLEY COMMUNITIES INCLUDING THE CITY OF SANTA PAULA, CITY OF FILLMORE, AND UNINCORPORATED AREA OF PIRU

FISCAL YEARS 2023-2024 AND 2024-2025

The County of Ventura, City of Santa Paula, and City of Fillmore (collectively, "Parties") hereby enter into this first amendment ("First Amendment") to the Parties' existing Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru ("Agreement") dated August 8, 2023, as follows:

1. The financial contribution amounts by the respective Parties specified in Sections 1.b, 1.c, and 1.d of the Agreement are reduced as specified in this First Amendment.

2. Section 1.b is replaced in its entirety with the following:

b. **City of Santa Paula**

i. *Santa Paula's Contribution.* The City of Santa Paula, one of the Participating Cities, shall enter into an Operating Agreement with the Shelter Operator to operate the Shelter with a maximum of forty-nine (49) beds year-round. Unless expressly stated otherwise in this Agreement, County and the City of Fillmore shall not be a party to any contract with the Shelter Operator or for any construction contracts for the Shelter. The City of Santa Paula agrees to fund $17,916.67 per month for 24 months as part of the Operating Agreement it enters into with the Shelter Operator.

ii. *Fiscal Year 2023-2024: Parties' Payments from Santa Paula to Shelter.* Excluding the $150,000 direct payment from the City of Fillmore to Shelter Operator for fiscal year 2023-2024 in paragraph c. below, all County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2023-2024 will be given to the City of Santa Paula for transfer to the Shelter Operator. No later than thirty-five (35) days after the Operating Agreement is entered, and provided that the City of Santa Paula has received $109,500 from County pursuant to paragraph d. below, and provided that the City of Fillmore has paid the Shelter Operator $150,000 pursuant to paragraph c. below, the City of Santa Paula shall make its first payment to the Shelter Operator in an amount equal to $45,833 per

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month, inclusive of Santa Paula's share, retroactive to July 1, 2023 and prorated. Thereafter, for the remainder of fiscal year 2023-2024, the City of Santa Paula will pay $45,833.33 to the Shelter Operator on the 1st of each month, inclusive of Santa Paula's share, such that by June 30, 2024 Shelter Operator will have received a total of $550,000 toward the Base Operating Expense.

iii. *Fiscal Year 2024-2025: Parties' Payments from Santa Paula to Shelter.* All County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2024-2025 will be given to the City of Santa Paula for transfer to the Shelter Operator. Provided the City of Santa Paula has received payments from County and City of Fillmore for fiscal year 2024-2025 in accordance with paragraphs c. and d. below, the city will pay $58,333.33 to the Shelter Operator on the 1st of each month of said fiscal year, inclusive of Santa Paula's share, such that by June 30, 2025 Shelter Operator will have received a total of $700,000 toward the Base Operating Expense for the 2024-2025 fiscal year.

3. Section 1.c is replaced in its entirety with the following:

c. **City of Fillmore**

The City of Fillmore, one of the Participating Cities, agrees to contribute the sum of $270,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. Pursuant to a separate agreement between Fillmore and the Shelter Operator, Fillmore will contribute a lump sum payment in the amount of $150,000 for fiscal year 2023-2024 directly to the Shelter Operator. For fiscal year 2024-2025, Fillmore will pay the remaining $120,000 contribution to the City of Santa Paula, on a quarterly basis, for transfer to the Shelter Operator. Starting the first day of July 2024, Fillmore will pay Santa Paula $36,000 for the first quarter, $36,000 for the second quarter, $24,000 for the third quarter, and $24,000 for the fourth quarter to cover its share of Shelter operating expenses from July 1, 2024 through June 30, 2025. At the end of each fiscal quarter, Santa Paula will submit to Fillmore a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the fiscal quarter. Payments by Fillmore for any period after June 30, 2025, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget between the Parties, as set forth in section 1.a above.

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For purposes of clarity, the following table illustrates the payment schedule in this subsection:

Fillmore Payment Due to Santa Paula	July 1, 2024	Oct. 1, 2024	Jan. 1, 2025	April 1, 2025
Amount Due to Santa Paula	$36,000	$36,000	$24,000	$24,000
Santa Paula Statement Due to Fillmore	Sept. 30, 2024	Dec. 31, 2024	March 31, 2025	June 30, 2025

4. Subsections (i) through (iv) of Section 1.d are replaced in their entirety with the following:

i. *County's Contribution.* In consideration for the City of Santa Paula entering an Operating Agreement with the Shelter pursuant to the terms of this Agreement, the County agrees to contribute the sum of $700,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. For each fiscal year, the County has agreed to match the combined contributions of Santa Paula and Fillmore. As such, County's total contribution is split between the two fiscal years as follows: $350,000 for fiscal year 2023-2024 and $350,000 for fiscal year 2024-2025.

ii. *Fiscal Year 2023-2024 Contribution.* The County's first payment under this Agreement will be an advance of $109,500 from the $750,000 reserve fund identified in section 1.d.v. to cover its share of Shelter operating expenses from July 1, 2023 through September 30, 2023, the first fiscal quarter. For the rest of the 2023-2024 fiscal year, County will pay Santa Paula $109,500 at the end of the second quarter, $93,500 for the third quarter and $37,500 for the fourth quarter. All payments for fiscal year 2023-2024 will be made to Santa Paula for transfer to the Shelter Operator. Before the start of each new fiscal quarter, Santa Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.

iii. *Fiscal Year 2024-2025 Contribution.* Matching the combined contributions of Fillmore and Santa Paula in fiscal year 2024-2025, County will pay Santa Paula $108,000 at the end of the first quarter, $108,000 at the end of the second quarter, $67,000 for the third quarter, and $67,000 for the fourth quarter. All payments for fiscal year 2024-2025 will be made to the Shelter Operator by Santa Paula. Before the start of each new fiscal quarter, Santa

Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.

iv. For purposes of clarity, the following tables illustrate the payment schedule for fiscal years 2023-2024 and 2024-2025 in this subsection:

County Payment Due to Santa Paula	August 1, 2023	Oct. 31, 2023	Jan. 31, 2024	April 30, 2024
Amount Due to Santa Paula	$109,500	$109,500	$93,500	$37,500
Santa Paula Statement Due to County	Oct. 31, 2023	Jan.. 31, 2024	April 30, 2024	July 31, 2024

County Payment Due to Santa Paula	July 31, 2024	Oct. 31, 2024	Jan. 31, 2025	April 30, 2025
Amount Due to Santa Paula	$108,000	$108,000	$67,000	$67,000
Santa Paula Statement Due to County	Oct. 31, 2024	Jan. 31, 2024	April 31, 2025	June 30, 2025

5. Except as expressly provided in this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

6. Upon execution by all Parties, this First Amendment shall be deemed to take effect on ~~June 19, 2025~~ August 8, 2023.

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COUNTY OF VENTURA

_____

Janice Parvin
Chair of the Board of Supervisors

ATTEST:

_____

Deputy Clerk of the Board
County of Ventura

APPROVED AS TO FORM

_____

County Counsel
County of Ventura

CITY OF SANTA PAULA

_____

Dan Singer
City Manager

ATTEST:

_____

Julie Latshaw
City Clerk

APPROVED AS TO FORM

_____

Monica Castillo
Interim City Attorney

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CITY OF FILLMORE

_____
Carrie Broggie
Mayor

ATTEST:

_____
Olivia Carrera Lopez
City Clerk

APPROVED AS TO FORM

_____
Tiffany Israel
City Attorney

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: FALL PAVEMENT PROGRAM

Date: August 6, 2025

Agenda Item: 11.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to issue a work order for J & H Engineering, to provide street maintenance services in accordance with the three-year street maintenance agreement.

Presented by: Robert Woodward, City Engineer

BACKGROUND:

On June 19, 2019, 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. With the development of the City's PMP the City's Public Works Department established a systematic approach to the assessment, repair and maintenance of roadways Citywide. The integration of innovative pavement resurfacing and preservation treatments into this program of pavement management allows for the maximizing of available funding while systematically improving the City's overall Pavement Condition Index (PCI). Public Works developed the PMP using the 2016 Pavement Condition Index data (updated 2020) and best pavement management practices. The PMP contemplated four (4) 5-year cycles of paving, organized geographically throughout the City. On May 6, 2020, the City Council approved Resolution 7270 adopting the Cycle 1, 5-year Pavement Management Plan (FY 2020-2021 to FY 2024-2025), requiring staff to annually update the plan and address the status of road pavement conditions throughout the City.

The City completed an extensive program of paving in fiscal year 2024/2025, which included previously projected Fall and Spring streets. Streets associated with the two water main replacement projects planned for portions of Mill Street between Mill Place and Terracina, as well as within the Park/Orchard neighborhood were not completed by this past effort. Additional tonnage of asphalt required to address streets with either poor subgrade conditions, or those with concrete decks exposed by grinding, consumed paving capacity for the large project effort, resulting in McKevett Heights and an adjacent portion of Teague Drive not being completed.

Additionally, paving associated with the Main Street Crosswalks project was completed for portions of Main Street at Lucada, Cameron, Dean and 4th Streets as part of the installation of improvements associated with crosswalk safety improvements which also consumed funding capacity.

ANALYSIS:

The Street Maintenance Program for FY 2024-2025 consisted of road repair and maintenance including dig-outs and micro-surfacing to extend the service life of road surfaces in multiple areas of the City, as well as extensive repair and replacement of adjacent sidewalks, curb and gutter and curb ramps. The following streets were completed in conjunction with the FY 2024-2025 PMP.

	SUMMER/FALL 2024 STREET MAINTENANCE	
STREET NAME	**FROM**	**TO**
Loma Vista Place	N. 10th Street	375' W/O McKevett Heights
La Vuelta Place	N. 10th Street	McKevett Road
McKevett Road	N. Mill Street	McKevett Heights
McKevett Heights	Loma Vista Place	McKevett Road
Teague Drive	La Vuelta Place	E. Virginia Terrace
N. 9th Street	E. Santa Paula Street	End
E. Virginia Terrance	N. Mill Street	End
Glen Way	N. Mill Street	N. 9th Street
Glen Way	E. Virginia Terrace	N. 8th Street
E. Pleasant Street	N. Mill Street	N. 6th Street
Walnut Street	E. Pleasant Street	E. Santa Paula Street
N. 7th Street	E. Virginia Terrace	E. Santa Paula Street
View Drive	N. 6th Street	Bradley Street
Palm Avenue	Pleasant Street	Main Street

The current Street Maintenance Program proposes the completion of street paving for those portions of Terracina, Loma Vista, La Vuelta and Mill Street not paved due to conflicts with the Mill Street Water Main Replacement Project, as well as those portions of McKevett Heights and Teague Drive previously programmed. Additionally programmed is paving for portions of Main Street, which has experienced accelerated pavement deterioration due to the detouring of traffic from Harvard Boulevard during the extensive period of utility construction and street improvements associated with the project. Additionally, the section of Main Street between 7th and Peck was partially paved.

The Street Maintenance Program is essential for the necessary maintenance and minor rehabilitation of City roads to be completed in a systematic manner. The current program consists of road repair and maintenance including dig-outs and micro-surfacing to extend the service life of road surfaces. The proposed Street Maintenance Program is expected to commence in the summer of 2025. Specific street segments are summarized in the table below.

	SUMMER/FALL 2025 STREET MAINTENANCE	

STREET NAME	FROM	TO
Terracina Drive	N. Mill Street	N. 10th Street
Loma Vista Place	N. Mill Street	N. 10th Street
La Vuelta Place	N. Mill Street	N. 10th Street
McKevett Heights	Loma Vista Place	McKevett Road
Teague Drive	McKevett Heights	N. 6th Street
N. Mill Street	10th Street	Terracina Drive
Mill Place	N. Mill Street	End
Main Street	7th Street	Peck Road
Main Street	12th Street	Harvard Boulevard

In addition to the maintenance of street paving along these roadway segments, the scope of maintenance work includes the repair of damaged curb and gutter as well as curb ramp upgrades to address mobility issues along these streets.

The second cycle of the PMP (FY 2025-2026 to FY 2029-2030) will be brought to Council this fall in anticipation of the first cycle beginning in spring, 2026.

On October 4, 2023, City Council a uthorized the City Manager to execute a three-year street maintenance agreement with J & H Engineering (Exhibit B). This agreement ensured that the City would be able to carry out all aspects of the Street Maintenance Program. Staff recommends the City Council approve the street maintenance work order and related funding appropriation as requested. With Council's approval of the proposed street maintenance work order (Exhibit A), staff will schedule the street maintenance work as outlined above.

STRATEGIC PLAN:

This item supports the Infrastructure, Transportation & Mobility section of the Strategic Plan by increasing funding for street, sidewalk and storm drain maintenance.

FISCAL IMPACTS:

There is available funding from Measure T, Citywide Street Preservation Project and SB1 Funds to address the Street Maintenance Program for FY 2025-2026. The total project cost is $1,363,712 and includes the proposed work order cost from J&H Engineering for $1,239,737.86 and a 10% contingency of $123,974 to cover unforeseen additional work. Staff requests that the City Council approve an allocation of $1,363,712 in accordance with the account breakdown shown below:

Table 1: Funding Sources & Appropriation Request for Part 1, FY 2025 – 2026

Fund Source	Account No.	Available Amount for Street Maintenance
General Fund	100-9-9359-660	$13,712
Measure T	104-5-9285-660	$440,000
Measure T	104-5-9359-660	$100,000
SB1	283-5-9285-660	$510,000
Measure R	108-5-9359-660	$300,000

	Total	**$1,363,712**

OPTIONS:

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

1. Do not approve the agreement with J & H Engineering and delay street maintenance work that is essential for compliance with the adopted Pavement Management Plan.

ATTACHMENTS:

Exhibit A - Street Maintenance Work Order
Exhibit B - J & H Engineering 3-Year Agreement

EXHIBIT A

Street Maintenance Work Order – J & H Engineering

J&H ENGINEERING
GENERAL CONTRACTORS, INC.

City of Santa Paula
866 East Main Street
Santa Paula, CA 93061 July 28, 2025

Attention: Bob Woodward
Subject: Santa Paula Citywide Street Maintenance

QUOTATION #3171

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Provide labor, equipment and materials to perform the 2025 Summer / Fall Citywide Street Maintenance Contract. Quantities per the attached breakdown.	1	LS	$1,239,737.86	$1,239,737.86
			TOTAL BID	**$1,239,737.86**

Thank you

Estimate - Fall 2025

	Item	Quantity	Unit Price		Value
General					
1	Mobilization	1	$ 25,000.00	LS	$ 25,000.00
2	Traffic Control	1	$ 32,600.00	LS	$ 32,600.00
3	Bond Fee	1	$ 21,000.00	LS	$ 21,000.00
4	Striping	1	$ 65,075.00	LS	$ 65,075.00
					$ -
Terracina Drive (N. Mill Street to N. 10th Street)					$ -
5	Digouts (5% of Area)	900	$ 4.50	SF	$ 4,050.00
6	Full Width Grind	18,000	$ 0.27	SF	$ 4,860.00
7	Thin Overlay	218	$ 178.00	Tons	$ 38,804.00
					$ -
Loma Vista Place (N. Mill Street to 10th St)					$ -
8	Digouts (5% of Area)	975	$ 4.50	SF	$ 4,387.50
9	Full Width Grind	19,500	$ 0.27	SF	$ 5,265.00
10	Thin Overlay	236	$ 178.00	Tons	$ 42,008.00
					$ -
La Vuelta Place (N. Mill Street to 10th St)					$ -
11	Digouts (5% of Area)	945	$ 4.50	SF	$ 4,252.50
12	Full Width Grind	18,900	$ 0.33	SF	$ 6,237.00
13	Thin Overlay	228	$ 178.00	Tons	$ 40,584.00
					$ -
N. Mill Street (Tenth St to Terracina Dr)(Includes Mill Pl)					$ -
14	Digouts (5% of Area)	1,340	$ 4.50	SF	$ 6,030.00
15	Full Width Grind	26,800	$ 0.33	SF	$ 8,844.00
16	Thin Overlay	324	$ 178.00	Tons	$ 57,672.00
					$ -
Teague Drive (McKevett Heights to N. 6th Street)					$ -
17	Digouts (5% of Area)	650	$ 4.50	SF	$ 2,925.00
18	Full Width Grind	13,000	$ 0.33	SF	$ 4,290.00
19	Thin Overlay	79	$ 178.00	Tons	$ 13,979.86

20	Speed Hump per SPSS 415 L=20'	2	$ 2,200.00	EA	$ 4,400.00
21	R&R 6" Curb and 24" Gutter	5	$ 65.00	LF	$ 325.00
					$ -
McKevett Heights (Loma Vista Pl to N 8th St)					$ -
22	Digouts (See "Locations" Sheet)	2,970	$ 4.50	SF	$ 13,365.00
23	Full Width Grind	30,330	$ 0.33	SF	$ 10,008.90
24	Thin Overlay	366	$ 178.00	Tons	$ 65,148.00
26	Curb and Gutter (See "Locations" Sheet)	297	$ 65.00	LF	$ 19,305.00
					$ -
Main St (12th St to Harvard Blvd)					$ -
27	Digouts (5% of Area)	3,720	$ 4.50	SF	$ 16,740.00
28	Full Width Grind	74,400	$ 0.33	SF	$ 24,552.00
29	Thin Overlay	449	$ 178.00	Tons	$ 80,007.80
					$ -
Main St (7th St to Steckel Rd)					$ -
30	Digouts (5% of Area)	9,683	$ 4.50	SF	$ 43,571.25
31	Full Width Grind	193,650	$ 0.33	SF	$ 63,904.50
32	Thin Overlay	1,170	$ 178.00	Tons	$ 208,246.11
					$ -
Main St (Steckel Rd to Peck Rd)					$ -
33	Digouts (5% of Area)	6,750	$ 4.50	SF	$ 30,375.00
34	Full Width Grind	135,000	$ 0.33	SF	$ 44,550.00
35	Thin Overlay	816	$ 178.00	Tons	$ 145,175.44
Misc	New curb ramps at 8 locations (SPPWC 111-5 Case B Type 1, 6' contiguous sidewalk	8	$ 8,500.00	EA	$ 68,000.00
	Truncated domes - wet set	8	$ 1,775.00	EA	$ 14,200.00
				Total =	**$ 1,239,737.86**

Note:

1. Bond fee for material and labor only. Performance not required.
2. Sweeping and surface prep with tackcoat are included in the price.
3. Temporary tabs included.

EXHIBIT B

Maintenance Services Agreement between the City of Santa Paula and J & H Engineering

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 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. [***INCLUDE THE FOLLOWING SENTENCE ONLY IF YOU'RE INCLUDING LD'S – DELETE OTHERWISE – DON'T SIMPLY INSERT $0; ALSO DELETE "AND LIQUIDATED DAMAGES" FROM TITLE OF SECTION 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

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

J & H Engineering General Contractors, Inc.

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

By: _____

Its: President

Printed Name: Amy McMullen

By: _____

Its: Secretary

Printed Name: Sandra Janotta

630708 A,B
Contractor's License Number and Classification

1000004011
DIR Registration Number

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: ATHENS SERVICES REQUEST FOR EXTRAORDINARY ADJUSTMENT TO MAXIMUM SERVICE RATES FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION SERVICES

Date: August 6, 2025

Agenda Item: 11.D

RECOMMENDATION:

Staff recommends the City Council:

1. Choose one of the following options in response to Athens' Services (Athens) request for an Extraordinary Adjustment to Maximum Service Rates:
    a. Reject one or both of Athens' requested rate increases;
    b. Allow one or both rate increases as requested or at rate levels different than those requested by Athens;
    c. Allow one or both rate increases as requested or for periods different than those requested by Athens; or
    d. A combination of items b. and c. above.
2. Require Athens to provide an attorney-prepared draft amendment, if an amendment is necessary, incorporating all Council decisions relating to Athens' subject rate increase request, for City review. The amendment shall incorporate the solid waste collection services currently provided by Athens at the City-owned 903 Corporation Street facility.
3. Require Athens to reimburse the City for all costs, including City's legal costs, related to any Proposition 218 hearing process if the City Council agrees to increase rates.
4. Authorize the City Manager to Sign a City Attorney-approved amendment, if an amendment is necessary, to the Exclusive Collection Services Agreement ("Agreement") between the City and Arakelian Enterprises, Inc. (d/b/a Athens Services ("Athens") dated October 1, 2022 which incorporates City Council's decisions regarding item 1. above.

Presented by: Bruce Belluschi, Management Analyst, Public Works

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BACKGROUND:

On November 22, 2024, Athens Services provided a written request to the City outlining local impacts which the company felt justified requesting an Extraordinary Adjustment to Maximum Service Rates pursuant to § 4.08 of the Exclusive Collection Services Agreement (Agreement) between the City and Athens dated October 1, 2022 due to unanticipated costs related to Athens's management of solid waste collected from the City. More specifically, the facility to

which Athens has chosen to deliver collected solid waste, green waste and organic material, the Del Norte Regional Recycling and Transfer Station located in, and owned and operated by, the City of Oxnard, raised its disposal gate rates (i.e., “tip fees”) significantly on July 1, 2024.

Additionally, on October 7, 2023, this same facility informed Athens the disposal facility would no longer accept green waste collected from within the greater Santa Paula area due to concerns about such waste being collected from within the California Department of Food and Agriculture’s active quarantine zone and potentially being contaminated by the Huaglongbing (HLB) disease. Due to the manner in which Athens currently collects green waste (mixing green and unbagged organic (including food) waste together), Athens cannot deliver all of the company’s collected green waste to local, Ventura County-based processors, but, instead, is now delivering the material to a processing facility in Sun Valley, CA, approximately 35 miles farther away than the prior destination in Oxnard.

Since receiving Athens’s letter in November 2024 requesting an increase in the solid waste collection rates charged to City residents and businesses, City staff has met with Athens several times and spent significant time reviewing various aspects of the company’s rate increase request within the context of regional solid waste management practices, processing infrastructure and disposal costs. Over this same time, Athens has been able to implement additional cost-savings processes among other beneficial measures, including cultivating more cooperative arrangements with regional processing facilities owned by other waste collection companies. Consequently, Athens’s most recent, revised letter to the City dated June 30, 2025 (Exhibit 1) reflects net, long-term cost increases significantly lower to City residents and businesses than those originally presented to, and rejected by, City staff.

Significantly, § 4.08 of the Exclusive Collection Services Agreement between the City and Athens permits Athens “to apply to the City Council for consideration of a special, interim rate review should an event or circumstance arise which results in an increase in the cost of operations by Contractor.” However, neither of the two above justifications provided by Athens meets either of the two standards *requiring* the City to approve a rate increase, those being 1) a city-directed change of destination of collected waste or 2) a change in state law having a direct and adverse impact on collection costs.

Further, § 4.08 of the Agreement also permits other modifications to the Agreement when a Maximum Service Rate Adjustment is being considered. Accordingly, should the City Council approve any or all of Athens’s rate increase request, City staff wants to ensure all solid waste collection services currently being provided by Athens at no expense to the City at the City’s 903 Corporation Street, and inadvertently omitted from the Agreement when executed by both parties in 2022, remain at no expense and are incorporated into the forthcoming Agreement amendment as such.

If City Council approves an increase in residential and commercial collection service in response to Athens’s request, thereby necessitating an amendment to the Agreement, the City Attorney recommends the City also conduct a noticed Proposition 218 proceeding. Under Section 4.10 of the Agreement, Athens agreed that any proposed adjustment to the maximum service rates are subject to a Proposition 218 proceeding at the City’s discretion and at Athens's expense. The Proposition 218 proceeding conducted in 2022 approved rates through June 30, 2029. The 2022 approval did not authorize the requested increase. The requested increase would instead exceed what the City Council approved at that time. A noticed

Proposition 218 proceeding is therefore the safest approach for the City.

It should be noted that if the Proposition 218 results in a rejection of the increase by majority protest, Athens will have the right within 30 days of notice to request that the City negotiate in good faith regarding reductions in programs, services, or fees to compensate for any negative impact from the unapproved rate increase.

ANALYSIS:

There are two primary reasons provided by Athens to justify the company's requested rate increases. First, Athens states the citrus quarantine declared by the California Department of Food and Agriculture on October 23, 2023 resulted in a decision by the operators of the City of Oxnard-owned Del Norte Regional Recycling Center and Transfer Station (Del Norte), located in Oxnard, CA, to no longer accept Athens's green waste because of a fear of contamination. The second reason provided by Athens for the company's requested rate increase is the significant increase in gate rates at the same Oxnard-based facility, effective July 1, 2024.

Regarding the quarantine, Athens states the company's inability to take their green waste to Del Norte requires the company to now deliver green waste to a processing facility in Sun Valley, CA, approximately 35 miles farther away than Athens's prior, preferred destination in Oxnard. This specific decision by Del Norte personnel to ban Athens's green waste, according to Athens personnel, has forced the company to spend an additional $490,000 to date since October 7, 2023, in unplanned disposal and logistical costs. To offset these multi-year, unanticipated "costs" (as opposed to "losses"), Athens is requesting City Council to approve either a one-year rate increase equal to 9.4% or to support a two-year increase of 4.7% which, after either term disappears. At that time, the company will have recouped all prior costs and projected lost revenue due to the Del Norte green waste ban.

Significantly, the rate increase associated with this request disappears after one or two years because the citrus quarantine is only a temporary measure, according to staff at the California Department of Food and Agriculture. The requested rate increase is also temporary because Athens anticipates having access to a new local organics processing facility (i.e., Agromin's planned anaerobic digester facility at Limoneira in Santa Paula) in the not too distant future, according to Athens, and, because the facility will be able to accept organic waste in the form as how Athens currently collects it, the company will no longer have to deliver material to Sun Valley.

Further, to offset the significant increases (ranging from 27.4%-68.9%) in Del Norte's gate rates, and a new $4/ton fee on all waste not generated from within the City of Oxnard and delivered to Del Norte, effective July 1, 2024, Athens is requesting a *permanent* increase of 3.55% on all solid waste related costs paid by City of Santa Paula residents and businesses, a change only allowed through an amendment. This increase is *in addition to* all previous Council-approved annual solid waste-related cost increases, including the 6.9% annual increases through June 30, 2029 (see Exhibit 2 for rates summary). According to Athens's personnel, this requested increase will allow the company to recoup lost revenue of approximately $198,000 due to unanticipated costs at Del Norte since July 1, 2024.

Significantly, there are other important aspects to Athens's rate increase request City Council members must consider, including:

First, neither of the two justifications provided by Athens meets either contractual standard requiring the City to approve such a rate increase, those being 1) a city-directed change of destination of collected waste or 2) a change in state law having a direct and adverse impact on collection costs. Therefore, the City Council's decision to grant Athens any rate increase is entirely discretionary.

Second, Council members should consider the current rates charged to City residents for basic waste collection service compared to other Ventura County jurisdictions, in addition to the percentage of fees the City collects compared to other local cities. Based upon a summary of regional cost of service comparisons (Exhibit 2), *if Council members accepted Athens's requested rate increases, cumulative residential and commercial rates would be 13.46% and 6.5% higher respectively than the average of comparable countywide basic service rates*.

Also, included as Exhibit 2a, is a regional cost of service comparison reflecting the impact upon City residential and commercial rates if only Athens's 3.55% rate increase request is approved by Council members. Should Council members select this option, *City residential and commercial collection service rates would be 3.75% and 4.15% higher respectively than the average of comparable countywide basic service rates.*

Third, Athens's lack of local, Ventura County-based solid waste processing infrastructure inherently makes the company vulnerable to entrenched local competitors and other market forces and was *a known and accepted business risk* by the company's principals prior to Athens entering the local Ventura County market from Los Angeles. Accordingly, Council members must consider the following:

1. Is it appropriate for City residents and business owners to be asked to pay significantly higher monthly solid waste service bills to make Athens financially whole, even though Athens knew the inherent business risk prior to entering the Ventura County marketplace to compete for Santa Paula's business? Should the rate increase justifications provided by Athens be considered unanticipated "costs of doing business" rather than "extraordinary"?

2. Should City of Santa Paula residents and business owners have to pay unexpectedly (i.e., previously unapproved by the Council Council) higher monthly solid waste collection service bills to reimburse Athens for marketplace disruptions and corresponding revenue impacts *extending back to 2023*, especially when, by the terms of the franchise Agreement, the City is not obligated to approve such requests?

Fourth, the manner in which Athens chose to collect residential organics now hinders the company from utilizing other local, more convenient and less expensive alternative processing sites. In contrast, if Athens had decided to implement an organics collection process similar to other local collectors, notably E.J. Harrison & Sons, and more compatible with local processing facilities' requirements, less expensive long-term green waste and organic processing options would be available to Athens. Should the City's residents and businesses be forced to bear the cost of this now costly business decision by Athens's principals?

Fifth, and lastly, Council members should know that of the three Ventura County jurisdictions served by Athens (Thousand Oaks, unincorporated Ventura County, and Santa Paula), Athens has only requested an extraordinary rate increase from Santa Paula. Athens has provided reasonable justifications for this situation, however, including, primarily, the City's

location with respect to desired disposal and processing facilities.

STRATEGIC PLAN:

This agenda item supports the City's goal of maintaining the City's infrastructure to be safe and sustainable by ensuring comprehensive solid waste collection and recycling services.

FISCAL IMPACTS:

1. There is no fiscal impact if the City Council votes to deny Athens' entire rate increase request.
2. Residents and businesses will receive a temporary cost increase to their Athens Services bills for one year of an additional 9.4% per year above the rates previously approved by the City Council for the period from October 1, 2025 thru September 30, 2026, or for a two year period at 4.7% per year, beginning as soon as a resulting Proposition 218 hearing process concludes.
3. Residents and businesses will experience an additional, permanent 3.55% cost increase to their Athens Services bills above the rates already approved by the City Council for the remaining duration of the Agreement term, if the City Council approves Athens's rate increase request.
4. City will receive a 3.55% increase in annual franchise fee revenues for the remaining duration of the Agreement term, if the City Council approves Athens's rate increase request.
5. City will receive an additional 9.4% increase in franchise fee revenue for the period from October 1, 2025 to October 1, 2026, or an additional 4.7% increase for a two year period beginning as soon as a resulting Proposition 218 hearing process concludes, if the City Council approves Athens's rate increase request.

OPTIONS:

The City Council is under no legal obligation to award a rate increase to Athens in any amount, or can support a different amount, subject to the Proposition 218 process.

ATTACHMENTS:

Athens's Rate Increase Request_Exhibit 1.pdf
Regional Cost of Service Rate Comparison_Cumulative Increases_EXHIBIT 2.pdf
Regional Cost of Service Rate Comparison_3.55% Increase_EXHIBIT 2a.pdf

Athens Services

Your Zero Waste Partner

June 30, 2025

Dan Singer
City Manager
City of Santa Paula
VIA EMAIL

RE: Extraordinary Adjustment to Maximum Service Rates

Dear Dan:

Thank you for meeting with us on April 2, 2025, May 8, 2025, and June 19, 2025 to discuss our request for an extraordinary rate adjustment based on the information provided below. After further consideration based on our discussions, we would like to submit a revised request consisting of the following:

- Citrus Quarantine – 9.40% one-year increase (Option 1)
- Citrus Quarantine – 4.7% two-year increase (Option 2)
- Disposal Increase – 3.55% increase to the base rate

Pursuant to Section 4.08 of the Solid Waste Exclusive Franchise Agreement, Athens Services is requesting an extraordinary rate adjustment based on the following unforeseen circumstances which have resulted in an increase to the cost of operations:

1) The citrus quarantine declared by the California Department of Food and Agriculture on October 3, 2023 and
2) The increase in gate rates at Del Norte Recycling Center effective July 1, 2024

Background

The Athens Services operational model uses the following facilities to dispose of waste generated in the City of Santa Paula:

- Toland Landfill – trash
- Del Norte Recycling Center – trash (Saturdays when Toland is closed), recyclables and green and organics waste

On October 3, 2023, the California Department of Food and Agriculture declared a quarantine surrounding Santa Paula due to the detection of the citrus disease Huaglongbing (HLB). Due to this quarantine, Del Norte Recycling Center notified Athens that they were refusing to accept any green and organics waste from the City of Santa Paula. This, in turn, required Athens to take green and organics waste to Crown Recycling Services in Sun Valley resulting in increased vehicle miles traveled. With the increase in vehicle miles came the corresponding added costs to labor, equipment maintenance, disposal, and fuel. Please note, Athens Services inquired with local facilities about taking the mixed organics waste generated in the city and did not initially have anyone willing and/or able to accept this waste stream.

Additionally, effective July 1, 2024, Del Norte Recycling Center implemented significant increases in gate rates for recycling services and green and organics services (see chart below). While nominal CPI increases are factored into our financial model, such large increases ranging from 27.37%-68.88%, are certainly unforeseen and outside of the control of Athens Services. Again, we have inquired with other

local facilities on rates and capacity to accept various waste streams from Santa Paula. While we are working with local facilities to ensure long-term consistency and negotiated rates, it should be noted that all gate rates are more than what we were paying prior to the July 1, 2024 increase at Del Norte. For example, while the rate for recycling went from $0 to $48.26 (inclusive of $4.00 fee for waste generated outside of Oxnard), the recycling rate at the only other local recycling facility far exceeds the rate at Del Norte. Whether we continue to take the City's recycling waste to Del Norte or another local facility, the result is a large cost impact on our services to the city.

While we have done everything we can to date to minimize the cost impacts by making route changes and securing the lowest rates possible at local disposal facilities, there has been no way around incurring significant cost increases related to the citrus quarantine and the large increase in tipping fees at the Del Norte Recycling Center.

Material Type	Current Fee Per Ton	New Fee Per Ton (July 1, 2024)	New Fee Per Ton (July 1, 2025)
Solid Waste	$5.59	$93.88	$103.27
Comingled Recycling	$0.00	$44.26	$48.68
Green Waste	$62.81	$105.53	$116.08
Organics (Food Waste)	$135.00	$171.95	$189.14
Construction & Demolition Materials	$66.92	$130.98	$131.78

Per the City's request, we are providing the following information and supporting documentation:

The proposed rate increase is a 3.55% to the base rate to address the significant disposal fee increases and a one-year increase of 9.40% or a two-year increase of 4.7% to address costs incurred as a result of the citrus quarantine. All lines of business are subject to the increase. Please see draft amendment language in Attachment 9.

Next Steps

The financial implications of the citrus quarantine and the increase in gate rates at Del Norte Recycling Center have been significant. Athens has already absorbed these combined costs for well over a year. We would like to request your expedited review of the attached detailed information and a meeting within the next two weeks to discuss an extraordinary rate increase to account for the increased operational costs incurred to date and moving forward.

Thank you for your immediate consideration and we look forward to hearing from you soon.

Attachment 1	Cost analysis due to citrus quarantine
Attachment 2	Cost analysis due to Del Norte rate increase
Attachment 3	Revenue increase by line of business (Option 1)
Attachment 4	Detailed rate analysis by service levels and quantities- Citrus Quarantine (Option 1)
Attachment 4a	Detailed rate analysis by service levels and quantities – Disposal
Attachment 4b	Detailed rate analysis by service levels and quantities – Combined (Option 1)
Attachment 5	Revenue by line of business (Option 2)

Attachment 5a (Option 2)	Detailed rate analysis by service levels and quantities – Citrus Quarantine
Attachment 5b	Detailed rate analysis by service levels and quantities – Combined (Option 2)
Attachment 6	Email from City of Oxnard stating they will not accept green waste from the City of Santa Paula due to the citrus quarantine
Attachment 7	Letter from City of Oxnard detailing increase in tipping fees
Attachment 8	Article on citrus quarantine
Attachment 9	Draft Amendment Language

Sincerely,

Rondi Guthrie

Rondi Guthrie
Vice President of Government Affairs

Attachment 1

Citrus Quarantine

Incurred Costs Through 2025 Q1		
Citrus Quarantine	Logistics	$112,593
	Disposal	$377,222
	TOTAL	**$489,815**

Payback Period 12 Months

Santa Paula Incremental Logistics Cost Analysis	Route A261	A262	A221	Total
Loads / Week	5.0	5.0	1.0	
Addtl Hours to Crown (Roundtrip)	1.5	1.5	1.5	
Incremental Hours / Week	**7.5**	**7.5**	**1.5**	
Total Direct / Hour	$ 87.15	$ 87.15	$ 87.15	
Incr Direct Cost / Week	**$ 654**	**$ 654**	**$ 131**	**$ 1,438**

Logistics Cost	2024-1	2024-2	2024-3	2024-4	2024-5	2024-6	2024-7	2024-8	2024-9	2024-10	2024-11	2024-12	Annual
Weeks/Month	4.5	4.2	4.2	4.4	4.4	4.2	4.5	4.4	4.2	4.6	4.2	4.3	52
Incremental Cost / Month	$ 6,518	$ 6,038	$ 6,107	$ 6,313	$6,313	$6,038	$6,518	$6,380	$5,969	$ 6,587	$ 6,038	$ 6,244	**$ 75,063.73**

Disposal Site	Yard	Waste Stream	2023 Tons	2023 Delta	2024 Tons	2024 Delta	2025 Tons	2025 Delta	TOTAL IMPACT
CROWN RECYCLING SERVICE	SANTA PAULA	ORGANICS	919.00	$ 52.19	4586.43	$ 52.19	1445.46	$ 62.19	**$377,221.55**

Attachment 2

Disposal Rate Increase

Disposal Site	Yard - LOB	Waste Stream	Total Tons	7/1/2024 $/Ton Delta	Annual Impact
DEL NORTE-OXNARD	Santa Paula - Commercial	TRASH	818.8	$ 42.29	$ 34,627
DEL NORTE-OXNARD		RECYCLE	1104.85	$ 48.26	$ 53,320
DEL NORTE-OXNARD	Santa Paula - Residential	TRASH	194.82	$ 42.29	$ 8,239
DEL NORTE-OXNARD		RECYCLE	2114.94	$ 48.26	$ 102,067
				TOTAL	**$ 198,253**

Attachment 3

Revenue Increase by Line of Business

City of Santa Paula - Citrus Quarantine

Proposed 9.40% Increase by LOB

Line of Business	Monthly Increase	Annual Increase	Franchise Fee
Residential			**18.75%**
Residential Cart Service	$ 23,101.27	$ 277,215.24	$ 51,977.86
Commercial			**14.75%**
Commercial Cart Service	$ 518.24	$ 6,218.88	$ 917.28
Commercial Bin Services	$ 15,498.85	$ 185,986.20	$ 27,432.96
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 349.73	$ 4,196.76	$ 619.02
Enclosure/Lock Service/ Push-Out Fees	$ 881.75	$ 10,581.00	$ 1,560.70
Multi-Family			**14.75%**
Commercial Bin Services	$ 9,726.37	$ 116,716.44	$ 17,215.67
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 357.37	$ 4,288.44	$ 632.54
Enclosure/Lock Service/ Push-Out Fees	$ 371.74	$ 4,460.88	$ 657.98
Roll-Off Services			**14.75%**
Roll-Off Services	$ 6,069.00	$ 72,827.94	$ 10,742.12
Grand Total	**$ 56,874.32**	**$ 682,491.78**	**$ 111,756.15**

City of Santa Paula - Disposal Increase

Proposed 3.55% Increase by LOB

Line of Business	Monthly Increase	Annual Increase	Franchise Fee
Residential			**18.75%**
Residential Cart Service	$ 8,720.89	$ 104,650.68	$ 19,622.00
Commercial			**14.75%**
Commercial Cart Service	$ 195.92	$ 2,351.04	$ 346.78
Commercial Bin Services	$ 5,854.42	$ 70,253.04	$ 10,362.32
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 131.34	$ 1,576.08	$ 232.47
Enclosure/Lock Service/ Push-Out Fees	$ 331.50	$ 3,978.00	$ 586.76
Multi-Family			**14.75%**
Commercial Bin Services	$ 3,673.13	$ 44,077.56	$ 6,501.44
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 134.95	$ 1,619.40	$ 238.86
Enclosure/Lock Service/ Push-Out Fees	$ 140.15	$ 1,681.80	$ 248.07
Roll-Off Services			**14.75%**
Roll-Off Services	$ 2,290.92	$ 27,491.04	$ 4,054.93
Grand Total	**$ 21,473.22**	**$ 257,678.64**	**$ 42,193.63**

Attachment 4

Rate Adjustment 9.40%

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2025

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
32 gallon solid waste cart (weekly collection)	$ 30.42
64 gallon solid waste cart (weekly collection)	$ 33.73
96 gallon solid waste cart (weekly collection)	$ 38.11
Each additional 32, 64 or 96 gallon solid waste cart	$ 8.84
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 7.29
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 7.82
Senior and Low Income Discount - 32 gallon solid waste cart (weekly collection)	$ 27.38
Senior and Low Income Discount - 64 gallon solid waste cart (weekly collection)	$ 30.36
Senior and Low Income Discount - 96 gallon solid waste cart (weekly collection)	$ 34.30

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
96 gallon solid waste cart (weekly collection)	$ 69.76
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 25.88

Commercial Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 155.98	$ 255.50	$ 372.55	$ 509.83	$ 696.39	$ 761.40
2 cubic yard solid waste bundle*	$ 274.57	$ 486.98	$ 701.17	$ 971.74	$ 1,214.70	$ 1,403.59
3 cubic yard solid waste bundle*	$ 303.84	$ 530.86	$ 813.74	$ 1,063.80	$ 1,343.79	$ 1,623.81
4 cubic yard solid waste bundle*	$ 487.25	$ 865.62	$ 1,244.39	$ 1,701.56	$ 2,126.93	$ 2,483.09

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 2.26	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 3.78	$ 10.55	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 5.72	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 40.14	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 12.84	$ 12.74	$ -	$ 100.06	$ -	$ -

Multi-Family Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 164.23	$ 268.65	$ 391.46	$ 535.51	$ 731.24	$ 799.46
2 cubic yard solid waste bundle*	$ 288.66	$ 511.52	$ 736.27	$ 1,020.16	$ 1,275.06	$ 1,473.27
3 cubic yard solid waste bundle*	$ 319.37	$ 557.56	$ 854.36	$ 1,116.75	$ 1,410.52	$ 1,704.33
4 cubic yard solid waste bundle*	$ 511.82	$ 908.81	$ 1,306.23	$ 1,785.90	$ 2,232.22	$ 2,605.91

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 179.63	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.64	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 6.73	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 8.86	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 36.09	$ 20.67	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 40.42

Additional Service Charges

Multi-Family	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 42.42

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 296.89
Roll-Off Disposal per Ton - Trash	$ 123.99
Roll-Off Disposal per Ton - Recycling	$ 94.25
Roll-Off Disposal per Ton - Organics	$ 147.80

Proposed Increase Amount of 9.4%

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
32 gallon solid waste cart (weekly collection)	$ 2.86
64 gallon solid waste cart (weekly collection)	$ 3.17
96 gallon solid waste cart (weekly collection)	$ 3.58
Each additional 32, 64 or 96 gallon solid waste cart	$ 0.83
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 0.69
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 0.74
32 gallon solid waste cart (weekly collection)	$ 2.57
64 gallon solid waste cart (weekly collection)	$ 2.85
96 gallon solid waste cart (weekly collection)	$ 3.22

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
96 gallon solid waste cart (weekly collection)	$ 6.56
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 2.43

Commercial Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 14.66	$ 24.02	$ 35.02	$ 47.92	$ 65.46	$ 71.57
2 cubic yard solid waste bundle*	$ 25.81	$ 45.78	$ 65.91	$ 91.34	$ 114.18	$ 131.94
3 cubic yard solid waste bundle*	$ 28.56	$ 49.90	$ 76.49	$ 100.00	$ 126.32	$ 152.64
4 cubic yard solid waste bundle*	$ 45.80	$ 81.37	$ 116.97	$ 159.95	$ 199.93	$ 233.41

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 0.21	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.36	$ 0.99	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.54	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 3.77	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 1.21	$ 1.20	$ -	$ 9.41	$ -	$ -

Multi-Family Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 15.44	$ 25.25	$ 36.80	$ 50.34	$ 68.74	$ 75.15
2 cubic yard solid waste bundle*	$ 27.13	$ 48.08	$ 69.21	$ 95.90	$ 119.86	$ 138.49
3 cubic yard solid waste bundle*	$ 30.02	$ 52.41	$ 80.31	$ 104.97	$ 132.59	$ 160.21
4 cubic yard solid waste bundle*	$ 48.11	$ 85.43	$ 122.79	$ 167.87	$ 209.83	$ 244.96

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 16.88	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.06	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.63	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.83	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 3.39	$ 1.94	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate Increase
Enclosure Fee	$ 2.45
Lock Service Fee	$ 2.18
Push-Out Fee Average	$ 3.80

Additional Service Charges

Multi-Family	Monthly Rate Increase
Enclosure Fee	$ 2.45
Lock Service Fee	$ 2.18
Push-Out Fee Average	$ 3.99

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 27.91
Roll-Off Disposal per Ton - Trash	$ 11.66
Roll-Off Disposal per Ton - Recycling	$ 8.86
Roll-Off Disposal per Ton - Organics	$ 13.89

Attachment 4 cont.

Quantities per Service Line

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
32 gallon solid waste cart (weekly collection)	264
64 gallon solid waste cart (weekly collection)	1,361
96 gallon solid waste cart (weekly collection)	4,224
Each additional 32, 64 or 96 gallon solid waste cart	286
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	83
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	362
32 gallon solid waste cart (weekly collection)	233
64 gallon solid waste cart (weekly collection)	252
96 gallon solid waste cart (weekly collection)	320

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
96 gallon solid waste cart (weekly collection)	79
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	0

Commercial Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	109	9	1	1		
2 cubic yard solid waste bundle*	11	1	1			
3 cubic yard solid waste bundle*	128	69	15	14	19	6
4 cubic yard solid waste bundle*	1	1	1			

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	1					
96 gallon recyclables/organics waste cart	106	4				
1 cubic yard recyclables/organics waste cart	58					
2 cubic yard recyclables/organics waste cart	3					
3 cubic yard recyclables/organics waste cart	109	48		8		

Multi-Family Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	31	9	1			
2 cubic yard solid waste bundle*	4	3		1		
3 cubic yard solid waste bundle*	46	86	27	2	0	2
4 cubic yard solid waste bundle*	1					

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	12					
64 gallon recyclables/organics waste cart	46					
96 gallon recyclables/organics waste cart	64					
1 cubic yard recyclables/organics waste cart	22					
3 cubic yard recyclables/organics waste cart	27	1				

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	137
Lock Service Fee	125
Push-Out Fee Average	72

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	47
Lock Service Fee	39
Push-Out Fee Average	43

Roll-Off Services

Service Description	Monthly - Quantities
Non-compacted collection	81
Roll-Off Disposal per Ton - Trash	315
Roll-Off Disposal per Ton - Recycling	6
Roll-Off Disposal per Ton - Organics	7

Increase in Monthly Revenue

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
32 gallon solid waste cart (weekly collection)	$ 755.04		
64 gallon solid waste cart (weekly collection)	$ 4,314.37		
96 gallon solid waste cart (weekly collection)	$ 15,121.92		
Each additional 32, 64 or 96 gallon solid waste cart	$ 237.38		
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 57.27		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 267.88		
32 gallon solid waste cart (weekly collection)	$ 598.81		
64 gallon solid waste cart (weekly collection)	$ 718.20		
96 gallon solid waste cart (weekly collection)	$ 1,030.40		
		$ 23,101.27	$ 277,215.24

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
96 gallon solid waste cart (weekly collection)	$ 518.24		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ -		
		$ 518.24	$ 6,218.88

Commercial Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 1,597.94	$ 216.18	$ 35.02	$ 47.92	$ -	$ -
2 cubic yard solid waste bundle*	$ 283.91	$ 45.78	$ 65.91	$ -	$ -	$ -
3 cubic yard solid waste bundle*	$ 3,655.68	$ 3,443.10	$ 1,147.35	$ 1,400.00	$ 2,400.08	$ 915.84
4 cubic yard solid waste bundle*	$ 45.80	$ 81.37	$ 116.97	$ -	$ -	$ -
						$ 15,498.85	$ 185,986.20

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste	$ 0.21	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 38.16	$ 3.96	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics wa	$ 31.32	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics wa	$ 11.31	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics wa	$ 131.89	$ 57.60	$ -	$ 75.28	$ -	$ -
						$ 349.73	$ 4,196.76

Multi-Family Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 478.64	$ 227.25	$ 36.80	$ -	$ -	$ -
2 cubic yard solid waste bundle*	$ 108.52	$ 144.24	$ -	$ 95.90	$ -	$ -
3 cubic yard solid waste bundle*	$ 1,380.92	$ 4,507.26	$ 2,168.37	$ 209.94	$ -	$ 320.42
4 cubic yard solid waste bundle*	$ 48.11	$ -	$ -	$ -	$ -	$ -
						$ 9,726.37	$ 116,716.44

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste	$ 202.56	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste	$ 2.76	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 40.32	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics wa	$ 18.26	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics wa	$ 91.53	$ 1.94	$ -	$ -	$ -	$ -
						$ 357.37	$ 4,288.44

Additional Service Charges

Commercial	Monthly - Quantities		
Enclosure Fee	$ 335.65		
Lock Service Fee	$ 272.50		
Push-Out Fee Average	$ 273.60		
		$ 881.75	$ 10,581.00

Additional Service Charges

Multi-Family	Monthly - Quantities		
Enclosure Fee	$ 115.15		
Lock Service Fee	$ 85.02		
Push-Out Fee Average	$ 171.57		
		$ 371.74	$ 4,460.88

Roll-Off Services

	$ 50,805.32	$ 609,663.84

Service Description	Quantities
Non-compacted collection	$ 2,249.08
Roll-Off Disposal per Ton - Trash	$ 3,676.08
Roll-Off Disposal per Ton - Recycling	$ 53.17
Roll-Off Disposal per Ton - Organics	$ 90.66
	$ 6,068.99	$ 72,827.94

Attachment 4a

Rate Adjustment 3.55%

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2025

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
32 gallon solid waste cart (weekly collection)	$ 30.42
64 gallon solid waste cart (weekly collection)	$ 33.73
96 gallon solid waste cart (weekly collection)	$ 38.11
Each additional 32, 64 or 96 gallon solid waste cart	$ 8.84
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 7.29
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 7.82
Senior and Low Income Discount - 32 gallon solid waste cart (weekly collection)	$ 27.38
Senior and Low Income Discount - 64 gallon solid waste cart (weekly collection)	$ 30.36
Senior and Low income Discount - 96 gallon solid waste cart (weekly collection)	$ 34.30

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
96 gallon solid waste cart (weekly collection)	$ 69.76
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 25.88

Commercial Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 155.98	$ 255.50	$ 372.55	$ 509.83	$ 696.39	$ 761.40
2 cubic yard solid waste bundle*	$ 274.57	$ 486.98	$ 701.17	$ 971.74	$ 1,214.70	$ 1,403.59
3 cubic yard solid waste bundle*	$ 303.84	$ 530.86	$ 813.74	$ 1,063.80	$ 1,343.79	$ 1,623.81
4 cubic yard solid waste bundle*	$ 487.25	$ 865.62	$ 1,244.39	$ 1,701.56	$ 2,126.93	$ 2,483.09

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 2.26	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 3.78	$ 10.55	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 5.72	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 40.14	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 12.84	$ 12.74	$ -	$ 100.06	$ -	$ -

Multi-Family Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 164.23	$ 268.65	$ 391.46	$ 535.51	$ 731.24	$ 799.46
2 cubic yard solid waste bundle*	$ 288.66	$ 511.52	$ 736.27	$ 1,020.16	$ 1,275.06	$ 1,473.27
3 cubic yard solid waste bundle*	$ 319.37	$ 557.56	$ 854.36	$ 1,116.75	$ 1,410.52	$ 1,704.33
4 cubic yard solid waste bundle*	$ 511.82	$ 908.81	$ 1,306.23	$ 1,785.90	$ 2,232.22	$ 2,605.91

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 179.63	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.64	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 6.73	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 8.86	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 36.09	$ 20.67	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 40.42

Additional Service Charges

Multi-Family	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 42.42

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 296.89
Roll-Off Disposal per Ton - Trash	$ 123.99
Roll-Off Disposal per Ton - Recycling	$ 94.25
Roll-Off Disposal per Ton - Organics	$ 147.80

Proposed Increase Amount of 3.55%

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
32 gallon solid waste cart (weekly collection)	$ 1.08
64 gallon solid waste cart (weekly collection)	$ 1.20
96 gallon solid waste cart (weekly collection)	$ 1.35
Each additional 32, 64 or 96 gallon solid waste cart	$ 0.31
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 0.26
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 0.28
32 gallon solid waste cart (weekly collection)	$ 0.97
64 gallon solid waste cart (weekly collection)	$ 1.08
96 gallon solid waste cart (weekly collection)	$ 1.22

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
96 gallon solid waste cart (weekly collection)	$ 2.48
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 0.92

Commercial Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 5.54	$ 9.07	$ 13.23	$ 18.10	$ 24.72	$ 27.03
2 cubic yard solid waste bundle*	$ 9.75	$ 17.29	$ 24.89	$ 34.50	$ 43.12	$ 49.83
3 cubic yard solid waste bundle*	$ 10.79	$ 18.85	$ 28.89	$ 37.76	$ 47.70	$ 57.65
4 cubic yard solid waste bundle*	$ 17.30	$ 30.73	$ 44.18	$ 60.41	$ 75.51	$ 88.15

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 0.08	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.13	$ 0.37	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.20	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 1.42	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 0.46	$ 0.45	$ -	$ 3.55	$ -	$ -

Multi-Family Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 5.83	$ 9.54	$ 13.90	$ 19.01	$ 25.96	$ 28.38
2 cubic yard solid waste bundle*	$ 10.25	$ 18.16	$ 26.14	$ 36.22	$ 45.26	$ 52.30
3 cubic yard solid waste bundle*	$ 11.34	$ 19.79	$ 30.33	$ 39.64	$ 50.07	$ 60.50
4 cubic yard solid waste bundle*	$ 18.17	$ 32.26	$ 46.37	$ 63.40	$ 79.24	$ 92.51

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 6.38	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.02	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.24	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.31	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 1.28	$ 0.73	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate Increase
Enclosure Fee	$ 0.92
Lock Service Fee	$ 0.82
Push-Out Fee Average	$ 1.43

Additional Service Charges

Multi-Family	Monthly Rate Increase
Enclosure Fee	$ 0.92
Lock Service Fee	$ 0.82
Push-Out Fee Average	$ 1.51

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 10.54
Roll-Off Disposal per Ton - Trash	$ 4.40
Roll-Off Disposal per Ton - Recycling	$ 3.35
Roll-Off Disposal per Ton - Organics	$ 5.25

Attachment 4a cont.

Quantities per Service Line

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
32 gallon solid waste cart (weekly collection)	264
64 gallon solid waste cart (weekly collection)	1,361
96 gallon solid waste cart (weekly collection)	4,224
Each additional 32, 64 or 96 gallon solid waste cart	286
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	83
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	362
32 gallon solid waste cart (weekly collection)	233
64 gallon solid waste cart (weekly collection)	252
96 gallon solid waste cart (weekly collection)	320

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
96 gallon solid waste cart (weekly collection)	79
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	0

Commercial Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	109	9	1	1		
2 cubic yard solid waste bundle*	11	1	1			
3 cubic yard solid waste bundle*	128	69	15	14	19	6
4 cubic yard solid waste bundle*	1	1	1			

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	1					
96 gallon recyclables/organics waste cart	106	4				
1 cubic yard recyclables/organics waste cart	58					
2 cubic yard recyclables/organics waste cart	3					
3 cubic yard recyclables/organics waste cart	109	48		8		

Multi-Family Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	31	9	1			
2 cubic yard solid waste bundle*	4	3		1		
3 cubic yard solid waste bundle*	46	86	27	2	0	2
4 cubic yard solid waste bundle*	1					

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	12					
64 gallon recyclables/organics waste cart	46					
96 gallon recyclables/organics waste cart	64					
1 cubic yard recyclables/organics waste cart	22					
3 cubic yard recyclables/organics waste cart	27	1				

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	137
Lock Service Fee	125
Push-Out Fee Average	72

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	47
Lock Service Fee	39
Push-Out Fee Average	43

Roll-Off Services

Service Description	Monthly - Quantities
Non-compacted collection	81
Roll-Off Disposal per Ton - Trash	315
Roll-Off Disposal per Ton - Recycling	6
Roll-Off Disposal per Ton - Organics	7

Increase in Monthly Revenue

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
32 gallon solid waste cart (weekly collection)	$ 285.12		
64 gallon solid waste cart (weekly collection)	$ 1,633.20		
96 gallon solid waste cart (weekly collection)	$ 5,702.40		
Each additional 32, 64 or 96 gallon solid waste cart	$ 88.66		
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 21.58		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 101.36		
32 gallon solid waste cart (weekly collection)	$ 226.01		
64 gallon solid waste cart (weekly collection)	$ 272.16		
96 gallon solid waste cart (weekly collection)	$ 390.40		
		$ 8,720.89	$ 104,650.68

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
96 gallon solid waste cart (weekly collection)	$ 195.92		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ -		
		$ 195.92	$ 2,351.04

Commercial Bin Services

	Monthly Rate - Increase						
	Number Of Collections Per Week						
Service Description	1	2	3	4	5	6	
1 cubic yard solid waste bundle*	$ 603.86	$ 81.63	$ 13.23	$ 18.10	$ -	$ -	
2 cubic yard solid waste bundle*	$ 107.25	$ 17.29	$ 24.89	$ -	$ -	$ -	
3 cubic yard solid waste bundle*	$ 1,381.12	$ 1,300.65	$ 433.35	$ 528.64	$ 906.30	$ 345.90	
4 cubic yard solid waste bundle*	$ 17.30	$ 30.73	$ 44.18	$ -	$ -	$ -	
						$ 5,854.42	$ 70,253.04

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase						
	Number Of Collections Per Week						
Service Description	1	2	3	4	5	6	
64 gallon recyclables/organics waste	$ 0.08	$ -	$ -	$ -	$ -	$ -	
96 gallon recyclables/organics waste	$ 13.78	$ 1.48	$ -	$ -	$ -	$ -	
1 cubic yard recyclables/organics wa	$ 11.60	$ -	$ -	$ -	$ -	$ -	
2 cubic yard recyclables/organics wa	$ 4.26	$ -	$ -	$ -	$ -	$ -	
3 cubic yard recyclables/organics wa	$ 50.14	$ 21.60	$ -	$ 28.40	$ -	$ -	
						$ 131.34	$ 1,576.08

Multi-Family Bin Services

	Monthly Rate - Increase						
	Number Of Collections Per Week						
Service Description	1	2	3	4	5	6	
1 cubic yard solid waste bundle*	$ 180.73	$ 85.86	$ 13.90	$ -	$ -	$ -	
2 cubic yard solid waste bundle*	$ 41.00	$ 54.48	$ -	$ 36.22	$ -	$ -	
3 cubic yard solid waste bundle*	$ 521.64	$ 1,701.94	$ 818.91	$ 79.28	$ -	$ 121.00	
4 cubic yard solid waste bundle*	$ 18.17	$ -	$ -	$ -	$ -	$ -	
						$ 3,673.13	$ 44,077.56

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase						
	Number Of Collections Per Week						
Service Description	1	2	3	4	5	6	
32 gallon recyclables/organics waste	$ 76.56	$ -	$ -	$ -	$ -	$ -	
64 gallon recyclables/organics waste	$ 0.92	$ -	$ -	$ -	$ -	$ -	
96 gallon recyclables/organics waste	$ 15.36	$ -	$ -	$ -	$ -	$ -	
1 cubic yard recyclables/organics wa	$ 6.82	$ -	$ -	$ -	$ -	$ -	
3 cubic yard recyclables/organics wa	$ 34.56	$ 0.73	$ -	$ -	$ -	$ -	
						$ 134.95	$ 1,619.40

Additional Service Charges

Commercial	Monthly - Quantities		
Enclosure Fee	$ 126.04		
Lock Service Fee	$ 102.50		
Push-Out Fee Average	$ 102.96		
		$ 331.50	$ 3,978.00

Additional Service Charges

Multi-Family	Monthly - Quantities		
Enclosure Fee	$ 43.24		
Lock Service Fee	$ 31.98		
Push-Out Fee Average	$ 64.93		
		$ 140.15	$ 1,681.80

Roll-Off Services

		$ 19,182.30	$ 230,187.60

Service Description	Quantities
Non-compacted collection	$ 849.35
Roll-Off Disposal per Ton - Trash	$ 1,387.20
Roll-Off Disposal per Ton - Recycling	$ 20.11
Roll-Off Disposal per Ton - Organics	$ 34.27
	$ 2,290.92 $ 27,491.04

Attachment 4b

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2025

Rate Adjustment: 12.95%

Proposed Increase Amount of 12.95%

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate	Increase Amount	Quantities	Increase in Revenue	Total Monthly Increase	Total Annual Increase
32 gallon solid waste cart (weekly collection)	$ 30.42	$ 3.94	264	1040.16		
64 gallon solid waste cart (weekly collection)	$ 33.73	$ 4.37	1361	5947.57		
96 gallon solid waste cart (weekly collection)	$ 38.11	$ 4.94	4224	20866.56		
Each additional 32, 64 or 96 gallon solid waste cart	$ 8.84	$ 1.14	286	326.04		
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 7.29	$ 0.94	83	78.02		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 7.82	$ 1.01	362	365.62		
Senior and Low Income Discount - 32 gallon solid waste cart (weekly collection)	$ 27.38	$ 3.55	233	827.15		
Senior and Low Income Discount - 64 gallon solid waste cart (weekly collection)	$ 30.36	$ 3.93	252	990.36		
Senior and Low Income Discount - 96 gallon solid waste cart (weekly collection)	$ 34.30	$ 4.44	320	1420.8		
					$31,862.28	$382,347.36

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
32 gallon solid waste cart (weekly collection)	$ 3.94
64 gallon solid waste cart (weekly collection)	$ 4.37
96 gallon solid waste cart (weekly collection)	$ 4.94
Each additional 32, 64 or 96 gallon solid waste cart	$ 1.14
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 0.94
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 1.01
32 gallon solid waste cart (weekly collection)	$ 3.55
64 gallon solid waste cart (weekly collection)	$ 3.93
96 gallon solid waste cart (weekly collection)	$ 4.44

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
96 gallon solid waste cart (weekly collection)	$ 69.76
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 25.88

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
96 gallon solid waste cart (weekly collection)	$ 9.03
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 3.35

Commercial Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 155.98	$ 255.50	$ 372.55	$ 509.83	$ 696.39	$ 761.40
2 cubic yard solid waste bundle*	$ 274.57	$ 486.98	$ 701.17	$ 971.74	$ 1,214.70	$ 1,403.59
3 cubic yard solid waste bundle*	$ 303.84	$ 530.86	$ 813.74	$ 1,063.80	$ 1,343.79	$ 1,623.81
4 cubic yard solid waste bundle*	$ 487.25	$ 865.62	$ 1,244.39	$ 1,701.56	$ 2,126.93	$ 2,483.09

Commercial Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 20.20	$ 33.09	$ 48.25	$ 66.02	$ 90.18	$ 98.60
2 cubic yard solid waste bundle*	$ 35.56	$ 63.06	$ 90.80	$ 125.84	$ 157.30	$ 181.76
3 cubic yard solid waste bundle*	$ 39.35	$ 68.75	$ 105.38	$ 137.76	$ 174.02	$ 210.28
4 cubic yard solid waste bundle*	$ 63.10	$ 112.10	$ 161.15	$ 220.35	$ 275.44	$ 321.56

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 2.26	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 3.78	$ 10.55	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 5.72	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 40.14	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 12.84	$ 12.74	$ -	$ 100.06	$ -	$ -

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 0.29	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.49	$ 1.37	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.74	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 5.20	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 1.66	$ 1.65	$ -	$ 12.96	$ -	$ -

Multi-Family Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 164.23	$ 268.65	$ 391.46	$ 535.51	$ 731.24	$ 799.46
2 cubic yard solid waste bundle*	$ 288.66	$ 511.52	$ 736.27	$ 1,020.16	$ 1,275.06	$ 1,473.27
3 cubic yard solid waste bundle*	$ 319.37	$ 557.56	$ 854.36	$ 1,116.75	$ 1,410.52	$ 1,704.33
4 cubic yard solid waste bundle*	$ 511.82	$ 908.81	$ 1,306.23	$ 1,785.90	$ 2,232.22	$ 2,605.91

Multi-Family Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 21.27	$ 34.79	$ 50.69	$ 69.35	$ 94.70	$ 103.53
2 cubic yard solid waste bundle*	$ 37.38	$ 66.24	$ 95.35	$ 132.11	$ 165.12	$ 190.79
3 cubic yard solid waste bundle*	$ 41.36	$ 72.20	$ 110.64	$ 144.62	$ 182.66	$ 220.71
4 cubic yard solid waste bundle*	$ 66.28	$ 117.69	$ 169.16	$ 231.27	$ 289.07	$ 337.47

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 179.63	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.64	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 6.73	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 8.86	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 36.09	$ 20.67	$ -	$ -	$ -	$ -

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 23.26	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.08	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.87	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 1.15	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 4.67	$ 2.68	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 40.42

Additional Service Charges

Commercial	Monthly Rate Increase
Enclosure Fee	$ 3.37
Lock Service Fee	$ 3.00
Push-Out Fee Average	$ 5.23

Additional Service Charges

Multi-Family	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 42.42

Additional Service Charges

Multi-Family	Monthly Rate Increase
Enclosure Fee	$ 3.37
Lock Service Fee	$ 3.00
Push-Out Fee Average	$ 5.49

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 296.89
Roll-Off Disposal per Ton - Trash	$ 123.99
Roll-Off Disposal per Ton - Recycling	$ 94.25
Roll-Off Disposal per Ton - Organics	$ 147.80

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 38.45
Roll-Off Disposal per Ton - Trash	$ 16.06
Roll-Off Disposal per Ton - Recycling	$ 12.21
Roll-Off Disposal per Ton - Organics	$ 19.14

Attachment 4b cont.

Quantities per Service Line

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
32 gallon solid waste cart (weekly collection)	264
64 gallon solid waste cart (weekly collection)	1,361
96 gallon solid waste cart (weekly collection)	4,224
Each additional 32, 64 or 96 gallon solid waste cart	286
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	83
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	362
32 gallon solid waste cart (weekly collection)	233
64 gallon solid waste cart (weekly collection)	252
96 gallon solid waste cart (weekly collection)	320

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
96 gallon solid waste cart (weekly collection)	79
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	0

Commercial Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	109	9	1	1		
2 cubic yard solid waste bundle*	11	1	1			
3 cubic yard solid waste bundle*	128	69	15	14	19	6
4 cubic yard solid waste bundle*	1	1	1			

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	1					
96 gallon recyclables/organics waste cart	106	4				
1 cubic yard recyclables/organics waste cart	58					
2 cubic yard recyclables/organics waste cart	3					
3 cubic yard recyclables/organics waste cart	109	48		8		

Multi-Family Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	31	9	1			
2 cubic yard solid waste bundle*	4	3		1		
3 cubic yard solid waste bundle*	46	86	27	2	0	2
4 cubic yard solid waste bundle*	1					

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	12					
64 gallon recyclables/organics waste cart	46					
96 gallon recyclables/organics waste cart	64					
1 cubic yard recyclables/organics waste cart	22					
3 cubic yard recyclables/organics waste cart	27	1				

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	137
Lock Service Fee	125
Push-Out Fee Average	72

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	47
Lock Service Fee	39
Push-Out Fee Average	43

Roll-Off Services

Service Description	Monthly - Quantities
Non-compacted collection	81
Roll-Off Disposal per Ton - Trash	315
Roll-Off Disposal per Ton - Recycling	6
Roll-Off Disposal per Ton - Organics	7

Increase in Monthly Revenue

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
32 gallon solid waste cart (weekly collection)	$ 1,040.16		
64 gallon solid waste cart (weekly collection)	$ 5,947.57		
96 gallon solid waste cart (weekly collection)	$ 20,866.56		
Each additional 32, 64 or 96 gallon solid waste cart	$ 326.04		
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 78.02		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 365.62		
32 gallon solid waste cart (weekly collection)	$ 827.15		
64 gallon solid waste cart (weekly collection)	$ 990.36		
96 gallon solid waste cart (weekly collection)	$ 1,420.80		
		$ 31,862.28	$ 382,347.36

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
96 gallon solid waste cart (weekly collection)	$ 713.37		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ -		
		$ 713.37	$ 8,560.44

Commercial Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 2,201.80	$ 297.81	$ 48.25	$ 66.02	$ -	$ -
2 cubic yard solid waste bundle*	$ 391.16	$ 63.06	$ 90.80	$ -	$ -	$ -
3 cubic yard solid waste bundle*	$ 5,036.80	$ 4,743.75	$ 1,580.70	$ 1,928.64	$ 3,306.38	$ 1,261.68
4 cubic yard solid waste bundle*	$ 63.10	$ 112.10	$ 161.15	$ -	$ -	$ -
						$ 21,353.20	$ 256,238.40

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste	$ 0.29	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 51.94	$ 5.48	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics wa	$ 42.92	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics wa	$ 15.60	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics wa	$ 180.94	$ 79.20	$ -	$ 103.68	$ -	$ -
						$ 480.05	$ 5,760.60

Multi-Family Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 659.37	$ 313.11	$ 50.69	$ -	$ -	$ -
2 cubic yard solid waste bundle*	$ 149.52	$ 198.72	$ -	$ 132.11	$ -	$ -
3 cubic yard solid waste bundle*	$ 1,902.56	$ 6,209.20	$ 2,987.28	$ 289.24	$ -	$ 441.42
4 cubic yard solid waste bundle*	$ 66.28	$ -	$ -	$ -	$ -	$ -
						$ 13,399.50	$ 160,794.00

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste	$ 279.12	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste	$ 3.68	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 55.68	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics wa	$ 25.30	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics wa	$ 126.09	$ 2.68	$ -	$ -	$ -	$ -
						$ 492.55	$ 5,910.60

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	$ 461.69
Lock Service Fee	$ 375.00
Push-Out Fee Average	$ 376.56
	$ 1,213.25	$ 14,559.00

Additional Service Charges

Multi-Family	Monthly - Quantities
Enclosure Fee	$ 158.39
Lock Service Fee	$ 117.00
Push-Out Fee Average	$ 236.07
	$ 511.46	$ 6,137.52

Roll-Off Services

	$ 70,025.66	$ 840,307.92

Service Description	Quantities
Non-compacted collection	$ 3,098.43
Roll-Off Disposal per Ton - Trash	$ 5,063.29
Roll-Off Disposal per Ton - Recycling	$ 73.28
Roll-Off Disposal per Ton - Organics	$ 124.92
	$ 8,359.92	$ 100,318.98

Attachment 5

Revenue Increase by Line of Business

City of Santa Paula - Citrus Quarantine

Proposed 4.70% Increase by LOB

Line of Business	Monthly Increase	Annual Increase	Franchise Fee 18.75%
Residential			$ 26,011.98
Residential Cart Service	$ 11,560.88	$ 138,730.56	**14.75%**
Commercial			$ 458.64
Commercial Cart Service	$ 259.12	$ 3,109.44	$ 13,716.51
Commercial Bin Services	$ 7,749.44	$ 92,993.28	$ 308.55
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 174.32	$ 2,091.84	$ 779.14
Enclosure/Lock Service/ Push-Out Fees	$ 440.19	$ 5,282.28	**14.75%**
Multi-Family			$ 8,608.48
Commercial Bin Services	$ 4,863.55	$ 58,362.60	$ 317.27
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 179.25	$ 2,151.00	$ 328.19
Enclosure/Lock Service/ Push-Out Fees	$ 185.42	$ 2,225.04	**14.75%**
Roll-Off Services			$ 5,370.41
Roll-Off Services	$ 3,034.13	$ 36,409.53	**$ 55,899.17**
Grand Total	**$ 28,446.30**	**$ 341,355.57**	

City of Santa Paula - Disposal Increase

Proposed 3.55% Increase by LOB

Line of Business	Monthly Increase	Annual Increase	Franchise Fee 18.75%
Residential			$ 19,622.00
Residential Cart Service	$ 8,720.89	$ 104,650.68	**14.75%**
Commercial			$ 346.78
Commercial Cart Service	$ 195.92	$ 2,351.04	$ 10,362.32
Commercial Bin Services	$ 5,854.42	$ 70,253.04	$ 232.47
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 131.34	$ 1,576.08	$ 586.76
Enclosure/Lock Service/ Push-Out Fees	$ 331.50	$ 3,978.00	**14.75%**
Multi-Family			$ 6,501.44
Commercial Bin Services	$ 3,673.13	$ 44,077.56	$ 238.86
Solid Waste/Rec/Org Upsize & Add'l Freq	$ 134.95	$ 1,619.40	$ 248.07
Enclosure/Lock Service/ Push-Out Fees	$ 140.15	$ 1,681.80	**14.75%**
Roll-Off Services			$ 4,054.93
Roll-Off Services	$ 2,290.92	$ 27,491.04	**$ 42,193.63**
Grand Total	**$ 21,473.22**	**$ 257,678.64**	

Attachment 5a

Rate Adjustment 4.70%

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2025

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
32 gallon solid waste cart (weekly collection)	$ 30.42
64 gallon solid waste cart (weekly collection)	$ 33.73
96 gallon solid waste cart (weekly collection)	$ 38.11
Each additional 32, 64 or 96 gallon solid waste cart	$ 8.84
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 7.29
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 7.82
Senior and Low Income Discount - 32 gallon solid waste cart (weekly collection)	$ 27.38
Senior and Low Income Discount - 64 gallon solid waste cart (weekly collection)	$ 30.36
Senior and Low Income Discount - 96 gallon solid waste cart (weekly collection)	$ 34.30

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
96 gallon solid waste cart (weekly collection)	$ 69.76
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 25.88

Commercial Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 155.98	$ 255.50	$ 372.55	$ 509.83	$ 696.39	$ 761.40
2 cubic yard solid waste bundle*	$ 274.57	$ 486.98	$ 701.17	$ 971.74	$ 1,214.70	$ 1,403.59
3 cubic yard solid waste bundle*	$ 303.84	$ 530.86	$ 813.74	$ 1,063.80	$ 1,343.79	$ 1,623.81
4 cubic yard solid waste bundle*	$ 487.25	$ 865.62	$ 1,244.39	$ 1,701.56	$ 2,126.93	$ 2,483.09

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 2.26	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 3.78	$ 10.55	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 5.72	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 40.14	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 12.84	$ 12.74	$ -	$ 100.06	$ -	$ -

Multi-Family Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 164.23	$ 268.65	$ 391.46	$ 535.51	$ 731.24	$ 799.46
2 cubic yard solid waste bundle*	$ 288.66	$ 511.52	$ 736.27	$ 1,020.16	$ 1,275.06	$ 1,473.27
3 cubic yard solid waste bundle*	$ 319.37	$ 557.56	$ 854.36	$ 1,116.75	$ 1,410.52	$ 1,704.33
4 cubic yard solid waste bundle*	$ 511.82	$ 908.81	$ 1,306.23	$ 1,785.90	$ 2,232.22	$ 2,605.91

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 179.63	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.64	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 6.73	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 8.86	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 36.09	$ 20.67	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 40.42

Additional Service Charges

Multi-Family	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 42.42

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 296.89
Roll-Off Disposal per Ton - Trash	$ 123.99
Roll-Off Disposal per Ton - Recycling	$ 94.25
Roll-Off Disposal per Ton - Organics	$ 147.80

Proposed Increase Amount of 4.7%

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
32 gallon solid waste cart (weekly collection)	$ 1.43
64 gallon solid waste cart (weekly collection)	$ 1.59
96 gallon solid waste cart (weekly collection)	$ 1.79
Each additional 32, 64 or 96 gallon solid waste cart	$ 0.42
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 0.34
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 0.37
32 gallon solid waste cart (weekly collection)	$ 1.29
64 gallon solid waste cart (weekly collection)	$ 1.43
96 gallon solid waste cart (weekly collection)	$ 1.61

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
96 gallon solid waste cart (weekly collection)	$ 3.28
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 1.22

Commercial Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 7.33	$ 12.01	$ 17.51	$ 23.96	$ 32.73	$ 35.79
2 cubic yard solid waste bundle*	$ 12.90	$ 22.89	$ 32.95	$ 45.67	$ 57.09	$ 65.97
3 cubic yard solid waste bundle*	$ 14.28	$ 24.95	$ 38.25	$ 50.00	$ 63.16	$ 76.32
4 cubic yard solid waste bundle*	$ 22.90	$ 40.68	$ 58.49	$ 79.97	$ 99.97	$ 116.71

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 0.11	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.18	$ 0.50	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.27	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 1.89	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 0.60	$ 0.60	$ -	$ 4.70	$ -	$ -

Multi-Family Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 7.72	$ 12.63	$ 18.40	$ 25.17	$ 34.37	$ 37.57
2 cubic yard solid waste bundle*	$ 13.57	$ 24.04	$ 34.60	$ 47.95	$ 59.93	$ 69.24
3 cubic yard solid waste bundle*	$ 15.01	$ 26.21	$ 40.15	$ 52.49	$ 66.29	$ 80.10
4 cubic yard solid waste bundle*	$ 24.06	$ 42.71	$ 61.39	$ 83.94	$ 104.91	$ 122.48

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 8.44	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.03	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.32	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.42	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 1.70	$ 0.97	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate Increase
Enclosure Fee	$ 1.22
Lock Service Fee	$ 1.09
Push-Out Fee Average	$ 1.90

Additional Service Charges

Multi-Family	Monthly Rate Increase
Enclosure Fee	$ 1.22
Lock Service Fee	$ 1.09
Push-Out Fee Average	$ 1.99

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 13.95
Roll-Off Disposal per Ton - Trash	$ 5.83
Roll-Off Disposal per Ton - Recycling	$ 4.43
Roll-Off Disposal per Ton - Organics	$ 6.95

Attachment 5a cont.

Quantities per Service Line

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
32 gallon solid waste cart (weekly collection)	264
64 gallon solid waste cart (weekly collection)	1,361
96 gallon solid waste cart (weekly collection)	4,224
Each additional 32, 64 or 96 gallon solid waste cart	286
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	83
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	362
32 gallon solid waste cart (weekly collection)	233
64 gallon solid waste cart (weekly collection)	252
96 gallon solid waste cart (weekly collection)	320

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
96 gallon solid waste cart (weekly collection)	79
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	0

Commercial Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	109	9	1	1		
2 cubic yard solid waste bundle*	11	1	1			
3 cubic yard solid waste bundle*	128	69	15	14	19	6
4 cubic yard solid waste bundle*	1	1	1			

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	1					
96 gallon recyclables/organics waste cart	106	4				
1 cubic yard recyclables/organics waste cart	58					
2 cubic yard recyclables/organics waste cart	3					
3 cubic yard recyclables/organics waste cart	109	48		8		

Multi-Family Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	31	9	1			
2 cubic yard solid waste bundle*	4	3		1		
3 cubic yard solid waste bundle*	46	86	27	2	0	2
4 cubic yard solid waste bundle*	1					

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	12					
64 gallon recyclables/organics waste cart	46					
96 gallon recyclables/organics waste cart	64					
1 cubic yard recyclables/organics waste cart	22					
3 cubic yard recyclables/organics waste cart	27	1				

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	137
Lock Service Fee	125
Push-Out Fee Average	72

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	47
Lock Service Fee	39
Push-Out Fee Average	43

Roll-Off Services

Service Description	Monthly - Quantities
Non-compacted collection	81
Roll-Off Disposal per Ton - Trash	315
Roll-Off Disposal per Ton - Recycling	6
Roll-Off Disposal per Ton - Organics	7

Increase in Monthly Revenue

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
32 gallon solid waste cart (weekly collection)	$ 377.52		
64 gallon solid waste cart (weekly collection)	$ 2,163.99		
96 gallon solid waste cart (weekly collection)	$ 7,560.96		
Each additional 32, 64 or 96 gallon solid waste cart	$ 120.12		
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 28.22		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 133.94		
32 gallon solid waste cart (weekly collection)	$ 300.57		
64 gallon solid waste cart (weekly collection)	$ 360.36		
96 gallon solid waste cart (weekly collection)	$ 515.20		
		$ 11,560.88	$ 138,730.56

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
96 gallon solid waste cart (weekly collection)	$ 259.12		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ -		
		$ 259.12	$ 3,109.44

Commercial Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 798.97	$ 108.09	$ 17.51	$ 23.96	$ -	$ -
2 cubic yard solid waste bundle*	$ 141.90	$ 22.89	$ 32.95	$ -	$ -	$ -
3 cubic yard solid waste bundle*	$ 1,827.84	$ 1,721.55	$ 573.75	$ 700.00	$ 1,200.04	$ 457.92
4 cubic yard solid waste bundle*	$ 22.90	$ 40.68	$ 58.49	$ -	$ -	$ -
						$ 7,749.44	$ 92,993.28

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste	$ 0.11	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 19.08	$ 2.00	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics was	$ 15.66	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics was	$ 5.67	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics was	$ 65.40	$ 28.80	$ -	$ 37.60	$ -	$ -
						$ 174.32	$ 2,091.84

Multi-Family Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 239.32	$ 113.67	$ 18.40	$ -	$ -	$ -
2 cubic yard solid waste bundle*	$ 54.28	$ 72.12	$ -	$ 47.95	$ -	$ -
3 cubic yard solid waste bundle*	$ 690.46	$ 2,254.06	$ 1,084.05	$ 104.98	$ -	$ 160.20
4 cubic yard solid waste bundle*	$ 24.06	$ -	$ -	$ -	$ -	$ -
						$ 4,863.55	$ 58,362.60

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste	$ 101.28	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste	$ 1.38	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 20.48	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics was	$ 9.24	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics was	$ 45.90	$ 0.97	$ -	$ -	$ -	$ -
						$ 179.25	$ 2,151.00

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	$ 167.14
Lock Service Fee	$ 136.25
Push-Out Fee Average	$ 136.80
	$ 440.19	$ 5,282.28

Additional Service Charges

Multi-Family	Monthly - Quantities
Enclosure Fee	$ 57.34
Lock Service Fee	$ 42.51
Push-Out Fee Average	$ 85.57
	$ 185.42	$ 2,225.04

Roll-Off Services

		$ 25,412.17	$ 304,946.04

Service Description	Quantities
Non-compacted collection	$ 1,124.14
Roll-Off Disposal per Ton - Trash	$ 1,838.04
Roll-Off Disposal per Ton - Recycling	$ 26.59
Roll-Off Disposal per Ton - Organics	$ 45.36
	$ 3,034.13	$ 36,409.53

Attachment 5b

Rate Adjustment: 8.25%

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2025

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate	Increase Amount	Quantities	Increase in Revenue	Total Monthly Increase	Total Annual Increase
32 gallon solid waste cart (weekly collection)	$ 30.42	$ 3.94	264	1040.16		
64 gallon solid waste cart (weekly collection)	$ 33.73	$ 4.37	1361	5947.57		
96 gallon solid waste cart (weekly collection)	$ 38.11	$ 4.94	4224	20866.56		
Each additional 32, 64 or 96 gallon solid waste cart	$ 8.84	$ 1.14	286	326.04		
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 7.29	$ 0.94	83	78.02		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 7.82	$ 1.01	362	365.62		
Senior and Low Income Discount - 32 gallon solid waste cart (weekly collection)	$ 27.38	$ 3.55	233	827.15		
Senior and Low Income Discount - 64 gallon solid waste cart (weekly collection)	$ 30.36	$ 3.93	252	990.36		
Senior and Low Income Discount - 96 gallon solid waste cart (weekly collection)	$ 34.30	$ 4.44	320	1420.8		
					$31,862.28	$382,347.36

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Monthly Rate
96 gallon solid waste cart (weekly collection)	$ 69.76
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 25.88

Commercial Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 155.98	$ 255.50	$ 372.55	$ 509.83	$ 696.39	$ 761.40
2 cubic yard solid waste bundle*	$ 274.57	$ 486.98	$ 701.17	$ 971.74	$ 1,214.70	$ 1,403.59
3 cubic yard solid waste bundle*	$ 303.84	$ 530.86	$ 813.74	$ 1,063.80	$ 1,343.79	$ 1,623.81
4 cubic yard solid waste bundle*	$ 487.25	$ 865.62	$ 1,244.39	$ 1,701.56	$ 2,126.93	$ 2,483.09

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 2.26	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 3.78	$ 10.55	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 5.72	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 40.14	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 12.84	$ 12.74	$ -	$ 100.06	$ -	$ -

Multi-Family Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 164.23	$ 268.65	$ 391.46	$ 535.51	$ 731.24	$ 799.46
2 cubic yard solid waste bundle*	$ 288.66	$ 511.52	$ 736.27	$ 1,020.16	$ 1,275.06	$ 1,473.27
3 cubic yard solid waste bundle*	$ 319.37	$ 557.56	$ 854.36	$ 1,116.75	$ 1,410.52	$ 1,704.33
4 cubic yard solid waste bundle*	$ 511.82	$ 908.81	$ 1,306.23	$ 1,785.90	$ 2,232.22	$ 2,605.91

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 179.63	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.64	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 6.73	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 8.86	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 36.09	$ 20.67	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 40.42

Additional Service Charges

Multi-Family	Monthly Rate
Enclosure Fee	$ 26.02
Lock Service Fee	$ 23.20
Push-Out Fee Average	$ 42.42

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 296.89
Roll-Off Disposal per Ton - Trash	$ 123.99
Roll-Off Disposal per Ton - Recycling	$ 94.25
Roll-Off Disposal per Ton - Organics	$ 147.80

Proposed Increase Amount of 8.25%

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
32 gallon solid waste cart (weekly collection)	$ 2.51
64 gallon solid waste cart (weekly collection)	$ 2.78
96 gallon solid waste cart (weekly collection)	$ 3.14
Each additional 32, 64 or 96 gallon solid waste cart	$ 0.73
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 0.60
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 0.65
32 gallon solid waste cart (weekly collection)	$ 2.26
64 gallon solid waste cart (weekly collection)	$ 2.50
96 gallon solid waste cart (weekly collection)	$ 2.83

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase Amount
96 gallon solid waste cart (weekly collection)	$ 5.76
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 2.14

Commercial Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 12.87	$ 21.08	$ 30.74	$ 42.06	$ 57.45	$ 62.82
2 cubic yard solid waste bundle*	$ 22.65	$ 40.18	$ 57.85	$ 80.17	$ 100.21	$ 115.80
3 cubic yard solid waste bundle*	$ 25.07	$ 43.80	$ 67.13	$ 87.76	$ 110.86	$ 133.96
4 cubic yard solid waste bundle*	$ 40.20	$ 71.41	$ 102.66	$ 140.38	$ 175.47	$ 204.85

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	$ 0.19	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.31	$ 0.87	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.47	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics waste cart	$ 3.31	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 1.06	$ 1.05	$ -	$ 8.26	$ -	$ -

Multi-Family Bin Services

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 13.55	$ 22.16	$ 32.30	$ 44.18	$ 60.33	$ 65.96
2 cubic yard solid waste bundle*	$ 23.81	$ 42.20	$ 60.74	$ 84.16	$ 105.19	$ 121.54
3 cubic yard solid waste bundle*	$ 26.35	$ 46.00	$ 70.48	$ 92.13	$ 116.37	$ 140.61
4 cubic yard solid waste bundle*	$ 42.23	$ 74.98	$ 107.76	$ 147.34	$ 184.16	$ 214.99

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase Per Service Level					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	$ 14.82	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste cart	$ 0.05	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste cart	$ 0.56	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics waste cart	$ 0.73	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics waste cart	$ 2.98	$ 1.71	$ -	$ -	$ -	$ -

Additional Service Charges

Commercial	Monthly Rate Increase
Enclosure Fee	$ 2.15
Lock Service Fee	$ 1.91
Push-Out Fee Average	$ 3.33

Additional Service Charges

Multi-Family	Monthly Rate Increase
Enclosure Fee	$ 2.15
Lock Service Fee	$ 1.91
Push-Out Fee Average	$ 3.50

Roll-Off Services

Service Description	Rate
Non-compacted collection	$ 24.49
Roll-Off Disposal per Ton - Trash	$ 10.23
Roll-Off Disposal per Ton - Recycling	$ 7.78
Roll-Off Disposal per Ton - Organics	$ 12.19

Attachment 5b cont.

Quantities per Service Line

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
32 gallon solid waste cart (weekly collection)	264
64 gallon solid waste cart (weekly collection)	1,361
96 gallon solid waste cart (weekly collection)	4,224
Each additional 32, 64 or 96 gallon solid waste cart	286
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	83
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	362
32 gallon solid waste cart (weekly collection)	233
64 gallon solid waste cart (weekly collection)	252
96 gallon solid waste cart (weekly collection)	320

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Quantities
96 gallon solid waste cart (weekly collection)	79
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	0

Commercial Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	109	9	1	1		
2 cubic yard solid waste bundle*	11	1	1			
3 cubic yard solid waste bundle*	128	69	15	14	19	6
4 cubic yard solid waste bundle*	1	1	1			

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste cart	1					
96 gallon recyclables/organics waste cart	106	4				
1 cubic yard recyclables/organics waste cart	58					
2 cubic yard recyclables/organics waste cart	3					
3 cubic yard recyclables/organics waste cart	109	48		8		

Multi-Family Bin Services

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	31	9	1			
2 cubic yard solid waste bundle*	4	3		1		
3 cubic yard solid waste bundle*	46	86	27	2	0	2
4 cubic yard solid waste bundle*	1					

SW/Rec/Org Upsize & Add'l Freq

	Monthly - Quantities					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste cart	12					
64 gallon recyclables/organics waste cart	46					
96 gallon recyclables/organics waste cart	64					
1 cubic yard recyclables/organics waste cart	22					
3 cubic yard recyclables/organics waste cart	27	1				

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	137
Lock Service Fee	125
Push-Out Fee Average	72

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	47
Lock Service Fee	39
Push-Out Fee Average	43

Roll-Off Services

Service Description	Monthly - Quantities
Non-compacted collection	81
Roll-Off Disposal per Ton - Trash	315
Roll-Off Disposal per Ton - Recycling	6
Roll-Off Disposal per Ton - Organics	7

Increase in Monthly Revenue

Residential Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
32 gallon solid waste cart (weekly collection)	$ 662.64		
64 gallon solid waste cart (weekly collection)	$ 3,783.58		
96 gallon solid waste cart (weekly collection)	$ 13,263.36		
Each additional 32, 64 or 96 gallon solid waste cart	$ 208.78		
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 49.80		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 235.30		
32 gallon solid waste cart (weekly collection)	$ 526.58		
64 gallon solid waste cart (weekly collection)	$ 630.00		
96 gallon solid waste cart (weekly collection)	$ 905.60		
		$ 20,265.64	$ 243,187.68

Commercial Cart Services

Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	Increase in Revenue Monthly	Total Monthly Increase	Total Annual Increase
96 gallon solid waste cart (weekly collection)	$ 455.04		
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ -		
		$ 455.04	$ 5,460.48

Commercial Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 1,402.83	$ 189.72	$ 30.74	$ 42.06	$ -	$ -
2 cubic yard solid waste bundle*	$ 249.15	$ 40.18	$ 57.85	$ -	$ -	$ -
3 cubic yard solid waste bundle*	$ 3,208.96	$ 3,022.20	$ 1,006.95	$ 1,228.64	$ 2,106.34	$ 803.76
4 cubic yard solid waste bundle*	$ 40.20	$ 71.41	$ 102.66	$ -	$ -	$ -
						$ 13,603.65	$ 163,243.80

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
64 gallon recyclables/organics waste	$ 0.19	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 32.86	$ 3.48	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics wa	$ 27.26	$ -	$ -	$ -	$ -	$ -
2 cubic yard recyclables/organics wa	$ 9.93	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics wa	$ 115.54	$ 50.40	$ -	$ 66.08	$ -	$ -
						$ 305.74	$ 3,668.88

Multi-Family Bin Services

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
1 cubic yard solid waste bundle*	$ 420.05	$ 199.44	$ 32.30	$ -	$ -	$ -
2 cubic yard solid waste bundle*	$ 95.24	$ 126.60	$ -	$ 84.16	$ -	$ -
3 cubic yard solid waste bundle*	$ 1,212.10	$ 3,956.00	$ 1,902.96	$ 184.26	$ -	$ 281.22
4 cubic yard solid waste bundle*	$ 42.23	$ -	$ -	$ -	$ -	$ -
						$ 8,536.56	$ 102,438.72

SW/Rec/Org Upsize & Add'l Freq

	Monthly Rate - Increase					
	Number Of Collections Per Week					
Service Description	1	2	3	4	5	6
32 gallon recyclables/organics waste	$ 177.84	$ -	$ -	$ -	$ -	$ -
64 gallon recyclables/organics waste	$ 2.30	$ -	$ -	$ -	$ -	$ -
96 gallon recyclables/organics waste	$ 35.84	$ -	$ -	$ -	$ -	$ -
1 cubic yard recyclables/organics wa	$ 16.06	$ -	$ -	$ -	$ -	$ -
3 cubic yard recyclables/organics wa	$ 80.46	$ 1.71	$ -	$ -	$ -	$ -
						$ 314.21	$ 3,770.52

Additional Service Charges

Commercial	Monthly - Quantities
Enclosure Fee	$ 294.55
Lock Service Fee	$ 238.75
Push-Out Fee Average	$ 239.76
	$ 773.06	$ 9,276.72

Additional Service Charges

Multi-Family	Monthly - Quantities
Enclosure Fee	$ 101.05
Lock Service Fee	$ 74.49
Push-Out Fee Average	$ 150.50
	$ 326.04	$ 3,912.48

Roll-Off Services

Service Description	Quantities
Non-compacted collection	$ 1,973.49
Roll-Off Disposal per Ton - Trash	$ 3,225.24
Roll-Off Disposal per Ton - Recycling	$ 46.69
Roll-Off Disposal per Ton - Organics	$ 79.56
	$ 44,579.94	$ 534,959.28
	$ 5,324.98	$ 63,899.79

Attachment 6

From: Torrez, James <james.torrez@oxnard.org>
Sent: Saturday, October 7, 2023 10:32 AM
To: Paul Yanez <PYanez@athensservices.com>
Cc: Eric Zetz <eric.zetz@oxnard.org>; Victor Magana <victor.magana@oxnard.org>; Libby, Gina <Gina.Libby@ventura.org>; Crystal Rodriguez <crystal.rodriguez@oxnard.org>; Saul Leyva <saul.leyva@oxnard.org>; Francisco Contreras <francisco.contreras@oxnard.org>; Gloria Cardenas <gloria.cardenas@oxnard.org>
Subject: Citrus-killing Bacteria HLB (Huanglongbing)

[EXTERNAL EMAIL] [DO NOT CLICK] on any links or attachments unless you recognize the sender and know the content is safe.

Paul,
Due to the recent state-declared citrus quarantine of 101 square miles of Ventura County, **effective immediately,** the Del Norte Recycling and Transfer Station will no longer accept green waste from Santa Paula and other imposed counties until further notice. All green waste loads from the affected areas should be directly hauled to an approved landfill.

If you have any questions, please don't hesitate to contact me.

James D. Torrez - Material Recovery Facility Manager
Public Works Department, Environmental Resources Division
111 South Del Norte Boulevard
Oxnard, California 93030
O: 805-200-2215 C: 805-890-8160
www.oxnard.org

Attachment 7

PUBLIC WORKS DEPARTMENT
Environmental Resources Division

111 South Del Norte Boulevard
Oxnard, CA 93030
(805) 385-8060
Fax (805) 487-3860

June 1, 2024

Dear Valued Customer,

As a professional courtesy to you, this notification is to inform you that on April 16, 2024 the City of Oxnard approved an increase to the gate fees for disposal service at the Del Norte Regional Recycling and Transfer Station. The new fees become effective on July 1, 2024 and signage of the new fees will be posted at the Del Norte Scale House. The fee increases are due to inflation and rising costs of operations, maintenance, and environmental and regulatory compliance.

The new fees are as follows:

Material Type	Current Fee Per Ton	New Fee Per Ton (July 1, 2024)
Solid Waste	$55.59	$93.88
Commingled Recycling	$0.00	$44.26
Green Waste	$62.81	$105.53
Organics (Food Waste)	$135.00	$171.95
Construction & Demolition Materials	$66.92	$130.98
Tires	$180.00	$272.00

	Current Fee	New Fee
Minimum Gate Fee up to one-half ton	$27.80	$28.41

In addition to the new fees for material, the Host Fee remains at $4.00 per ton for material collected outside of the city limits of Oxnard and delivered to the Del Norte Regional Recycling and Transfer Station.

Thank you for choosing the Del Norte Regional Recycling and Transfer Station for your solid waste disposal needs. If you have any questions or comments, please call (805) 385-8060 or email at customerinfo.delnorte@oxnard.org .

Sincerely,

Eric Zetz
Eric Zetz (May 31, 2024 09:45 PDT)

Eric Zetz
Environmental Resources Division Manager

Attachment 8

VC Star.

LOCAL

'Tree killer' disease that targets citrus found in Santa Paula; state orders quarantine

The disease, spread by a tiny, mottled brown insect called an Asian citrus psyllid, has caused a 70% reduction in Florida's orange crops since 2005, researchers say.



Isaiah Murtaugh
Ventura County Star

Published 2:58 p.m. PT Oct. 5, 2023

The state declared a citrus quarantine across roughly 101 square miles of Ventura County Tuesday, two weeks after the agency discovered an incurable, citrus-killing bacteria infecting two trees at a Santa Paula home.

Local growers have long harbored concerns about huanglongbing, the deadly bacterial disease referred to as HLB or citrus greening. Much is at stake. Lemons were the county's third-most valuable crop in 2022, according to the Ventura County Agricultural Commissioner's Office, and citrus altogether was worth more than $250 million.

The disease, spread by a tiny, mottled brown insect called an Asian citrus psyllid, has caused a 70% reduction in Florida's orange crops since 2005, researchers say, and officials have already found it and imposed quarantines in Los Angeles, Orange, Riverside, San Bernardino and San Diego counties.

Citrus psyllids first were spotted in Ventura County in 2010, but officials found no trace of the long-feared disease in the county until late last month, when staff from the California Department of Food and Agriculture, or CDFA, captured a psyllid carrying the disease in Santa Paula.

"This really is a devastating find," Ben Faber, a farm adviser from the UC Cooperative Extension, said in a Sept. 22 statement announcing that discovery. "The disease is a tree killer."

Tuesday's quarantine came after CDFA staff delved further and found that the disease had already infected a lime tree and orange tree on the property, according to the CDFA's Citrus Pest and Disease Prevention Program.

The quarantine order — covering a rough 5-mile radius circle drawn around the site of the infection — bars the transport of any citrus tree or material outside the area. Fruit can still be transported across the boundary, but only after growers have taken steps to spray or clean it to ensure it doesn't carry any psyllids.

Everyone from homeowners with backyard orange trees to large-scale lemon growers are included in the order, which covers an area bordered on the north by Ojai Road, on the south by East Los Angeles Avenue, on the west by Wells Road and on the east by Balcom Canyon Road.

In a statement, the CDFA asked residents within the quarantine zone to follow three steps to protect citrus trees:

> Do not move citrus plants, leaves or foliage into or out of the quarantine area or across state or international borders. Keep it local.
> Cooperate with agricultural officials placing traps, inspecting trees and treating for the pest.
> If you no longer wish to care for your citrus tree, consider removing it so it does not become a host to the pest and disease.

Up-to-date information and a map of quarantine zones across the state can be found at www.cdfa.ca.gov/citrus/pests_diseases/hlb/regulation.html.

Quarantined 'for the rest of our existence'

Ventura County Agricultural Commissioner Korinne Bell said the quarantine "chews up" much of the county's citrus growing area: over 8,600 acres.

The quarantine hasn't affected any large plant nurseries so far, Bell said, but there's a risk the zone could expand to cover a few production nurseries located along Highway 126. That would mean they wouldn't be able to sell citrus plants at all outside of the quarantine boundaries.

CDFA staff have also carved out a 250-meter-radius zone in the residential area around the first pair of infected trees where they are testing for further infections, destroying infected

trees and treating trees to kill psyllids.

If officials do find more infected trees, they will expand the quarantine zone in a 5-mile radius around the new site, Bell said.

Faber said in an interview Thursday that the quarantine will probably be in place "for the rest of our existence," and that it's likely that more infected trees will be found and the quarantine will expand.

The state has never lifted an HLB quarantine to date, Bell said.

HLB can infect a tree for three to five years before it's detected, Faber said. That means the two infected trees in Santa Paula have likely been carrying the disease — and providing a launchpad for more disease-carrying psyllids — for at least three years.

Even if no other infected trees are found, both Faber and Bell said the quarantine puts the future of the county's citrus industry in question, especially with the value of lemons at a low point in the last few years.

"In the context of a grower's world right now, there's water, there's labor. The market is terrible. They don't make any money," Faber said. "Now, you add this other straw to this lemon camel's back?"

The treatments required to make quarantined fruit safe to send to market — measures like pesticide sprays and post-pick cleaning — cost money, enough in some cases to make lemons no longer worth it.

Faber said the disease, combined with rough market headwinds, could spell the long-term death of the county's lemon industry and require farmers to find new crops to replace them.

Bell said there is still a little hope. The county's climate is different from Florida's, which Bell said might cause the disease to behave differently. Lemons, she said, are slightly less susceptible to HLB than the oranges and mandarins that dominate Florida's citrus industry.

County growers have also taken lessons from Florida's experience, pushing hard to curb psyllid spread and managing to keep the disease at bay while it spread throughout much of the rest of Southern California. Bell said she hopes similar efforts will help to slow the spread in coming years.

But the immediate consequences of HLB's discovery, she said, are still unfolding.

"You might see lemons pulled out, leasing the land for row crops," Bell said. "We have to wait and see how many more (infected trees) we have."

Faber said county residents should keep a sharp eye on their backyard trees and carefully follow the state quarantine order. Citrus psyllids can't fly very far, he said, and humans transporting citrus trees and fruit are largely responsible for their spread around the globe.

"We're our own worst enemies," he said.

Isaiah Murtaugh covers education for the Ventura County Star in partnership with Report for America. Reach him at isaiah.murtaugh@vcstar.com or 805-437-0236 and follow him on Twitter @isaiahmurtaugh and @vcsschools. You can support this work with a tax-deductible donation to Report for America.

Attachment 9

FIRST AMENDMENT
TO EXCLUSIVE COLLECTION SERVICES AGREEMENT

This First Amendment ("Amendment") is dated this __ day of _____, 2025, by and between the City of Santa Paula, a municipal corporation ("City"), and Arakelian Enterprises, Inc. DBA Athens Services ("Contractor"). City and Contractor may hereinafter be individually referred to as "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, City and Contractor are parties to that certain Exclusive Collection Services Agreement dated October 1, 2022 ("Agreement");

B. WHEREAS, on October 3, 2023, the California Department of Food and Agriculture declared a citrus quarantine surrounding the City due to the detection of the citrus disease Huaglongbing (HLB), and as a result, the City of Oxnard's Del Norte Recycling Center, notified Contractor that the facility would immediately refuse to accept any green and organic waste from the City;

C. WHEREAS, effective July 1, 2024, the Del Norte Recycling Center implemented significant increases in gate rates for recycling services, for example, increasing the rate for recycling from $0 to $48.26, with other local facilities increasing or setting rates at levels greater than the Del Norte Recycling Center;

D. WHEREAS, Contractor has undertaken effort to minimize the cost impacts caused by the foregoing by implementing route changes and securing the lowest possible rates at local facilities, the significant cost increases relating to the citrus quarantine and gate rate increases at the Del Norte Recycling Center are unavoidable;

E. WHEREAS, the Agreement permits Contractor to apply to the City Council for consideration of a special, interim rate review should an event or circumstance occurred or will occur which is not reasonably foreseeable or within the control of Contractor, and is not a "usual business risk" of Contractor;

F. WHEREAS, the City Council finds that the significant cost increases relating to the citrus quarantine and gate rate increases at the Del Norte Recycling Center are not a usual business risk of Contractor and the City Council has determined that it is in the best interest of the City for Contractor to implement the changes pertaining to the provision of services specified in this Amendment; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

TERMS

1. **Supplemental Adjustment.** A new section 4.05.1.2 entitled "Supplemental Adjustment (Del Norte Recycling Facility)" is hereby added to the Agreement as follows:

4.05.1.2 Supplemental Adjustment (Del Norte Recycling Facility). In addition to the Annual Rate Adjustment, as further adjusted by Section 4.05.1, rates for the Maximum Service Rates set forth in Exhibit 1 shall be subject to a multi-year rate supplemental adjustment as follows:

	Quarantine Adjustment	Gate Rate Adjustment
Effective _____	4.7%	3.55%
Effective October 1, 2026	4.7%	0%

2. **Maximum Service Rates.** Exhibit 1 of the Agreement is hereby deleted in its entirety and replaced with Attachment 1 of this Amendment, which is hereby incorporated by reference.

3. **Additional City Collection Services.** Exhibit 10 of the Agreement is hereby deleted in its entirety and replaced with Attachment 2 of this Amendment, which is hereby incorporated by reference.

4. **Amendment Effective Date.** This Amendment is hereby deemed effective when all of the following have occurred: (i) signing and delivery of this Amendment on behalf of the individual(s) authorized to bind Contractor hereto; (ii) approval of the Amendment by the City Council; (iii) this Agreement has been signed and delivered on behalf of the City by the individual(s) authorized to enter this Amendment on the City's behalf; (iv) the culmination of any proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1 of the Amendment; and (v) the City Attorney indicates and delivers in writing its approval of this Amendment as to form.

5. **Due Execution.** The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

6. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

7. **Full Force and Effect.** Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF SANTA PAULA

INSERT
Mayor

Date

ATTEST:

INSERT
City Clerk

Date

APPROVED AS TO FORM:

INSERT
City Attorney

Date

ARAKELIAN ENTERPRISES, INC., a California corporation

Ron Arakelian III
Executive Officer

Date

[Amendment Attachment 1]

Exhibit 1

Maximum Service Rates

[Amendment Attachment 2]

Exhibit 10

List of City Service Units/Locations

	Location: Public Facilities	Address	Quantity	Bin Type	Bin Sizes	Service Frequency
1	City Hall Complex	970 E. Ventura Street	1	Trash Bin	1.5yd	Weekly
			1	Recycle Bin	3yd	Weekly
2	Community Center	530 W. Main Street	1	Trash Bin	3yd	3x Weekly
			2	Recycle Bins	3yd	3x Weekly
3	Police Department	214 S. 10th Street		Share City Hall	Bins	
4	Main Street Receptacles	Main Street (8th to 11th)		20	50g	Weekly
5	Police Storefront	431 N 13th Street		2	96g	Weekly
6	Corporate Yard	903 Corporation Street	1	Trash Bin	3yd	Weekly
			3	Recycle Bin	3yd	Weekly
			1**	Trash Roll-Off	40 yd	Monthly
			1**	Organics Roll-Off	40 yd	Monthly
7	Water Yard	180 S Palm	2	Trash Bins	3yd	Weekly
		921 Calpipe Rd	3	Trash Bins	1.5yd	2x Weekly
		921 Calpipe Rd	1	Recycle Bin	1.5yd	Weekly
		921 Calpipe Rd	6	Pull Out Trash		2x Weekly
8	City Parks					
	Harding Park	1330 Harvard Blvd	3	Trash Cart	90 Gal	Weekly
		1330 Harvard Blvd	2	Recycled Cart	90 Gal	Weekly
		1330 Harvard Blvd	1	Organics Cart	90 Gal	Weekly
		1330 Harvard Blvd - Baseball Field	2	Trash Bins	3yd	2x Weekly
	Little League	1400 E Harvard Blvd	2	Trash Bin	3yd	2x Weekly
	Little League	1400 E Harvard Blvd	1	Recycle Bin	3yd	2x Weekly
	Boys and Girls Club	1400 E Harvard Blvd	1	Trash Bin	3yd	Weekly
	Boys and Girls Club	1400 E Harvard Blvd	2	Recycle Bin	3yd	Weekly
		18249 Telegraph Rd - Soccer Field	1	Trash Bin	3yd	Weekly
		18249 Telegraph Rd - Soccer Field	2	Pull Out Trash		Weekly
9	Rail Road Plaza Park		2	Trash Bins	4yd	2x Weekly
10	Sports Park – Harvest	301 Harvest Loop	1	Trash Bin	4yd	2x Weekly
			1	Recycle Bin	4yd	2x Weekly

**As of July 1, 2025, the City has been and plans to continue servicing containers in certain City parks and facilities and, in consideration of City providing such service, Contractor has been and plans to continue to service Solid Waste and Organic Waste Roll-Off Containers at the City's Corporate Yard. In the event the City no longer provides such services in whole or substantial part, Roll-Off Containers serviced at the Corporate Yard shall no longer be provided without charge. Contractor may bill the City for such service in accordance with the Maximum Service Rates set forth in Exhibit 1.

2025 Comparison of Ventura County Jurisdictions Waste Hauling Rates and Fees-CUMULATIVE: Updated June 2025

		All Fees: Franchise & Solid Waste				Customer Rates FY 2024/2025		Customer Rates FY 2025/2026								
						Residential	Commercial	Residential	Commercial							
City	**Hauler**	**Franchise Fee**	**AB 939 Residential**	**AB 939 Commercial**	**HHW Fee or other**	**64 Gal Trash, 96 Gal Recycle, 96 Gal Organics**	**3Yd 1X/Week Trash, 3 Yard Recycle, 96 gal Organics**	**64 Gal Trash, 96 Gal Recycle, 96 Gal Organics**	**3Yd 1X/Week Trash, 3 Yard Recycle, 96 gal Organics**	Residential: % Increase	Commercial: % Increase	***Santa Paula Proposed, Cumulative Rate (Residential)**	***Santa Paula Proposed, Cumulative Rate (Commercial)**	***Total Proposed, Cumulative % Increase (Residential)**	***Total Proposed, Cumulative % Increase (Commercial)**	**Notes**
Camarillo	EJ Harrison & Sons	6%	$0.23/hh/mo	2.50%	$0.28/account + $1.44/residential account (cstomer service fee)	$ 35.89	$ 393.83	$ 37.09	$ 406.98	3.34%	3.34%					Franchise agreement updated in 2025. Recycling charges now allowed.
Fillmore	EJ Harrison & Sons	5%	2%	2%	Note the AB 939 fee is identified as Vehicle Impact Fee	$ 37.31	$ 273.79	$ 38.43	$ 324.17	3.00%	18.40%					Franchise agreement being udated. Recycling charges added in 25/26
Moorpark	Waste Management	Res 12% Comm 8%	$1.20/hh/mo	8%		$ 30.02	$ 407.54	$ 33.58	$ 431.57	11.86%	5.90%					
Ojai	EJ Harrison & Sons	5%	5%	5%	$0.50/hh/mo	$ 41.43	$ 344.43	$ 43.06	$ 358.55	3.93%	4.10%					
Oxnard	City Service					$ 47.41	$ 333.43	$ 52.11	$ 366.74	9.91%	9.99%					
Port Hueneme	City Service					$ 25.60	$ 243.45	$ 25.60	$ 243.45	0.00%	0.00%					Rates established in 2014. No increases to date.
Santa Paula	Athens Services	Residential & Multi-Fam: 9.25% Commercial: 5.25%	5%	5%	$0.50/account + 4.5%Stormwater Quality Fee	$ 33.73	$ 303.84	$ 36.02	$ 324.80	6.90%	6.90%	**$40.68**	**$ 366.86**	**19.85%***	**19.85%***	***Includes Athens's proposed 9.4% increase (which occurs only in FY25/26 (or 4.7% in FY 25/26 & FY26/27) then disappears) AND a 6.9% annual increase (already approved by Council) AND Athens's additional 3.55% proposed increase**
Simi Valley	Waste Management	10%	Admin Fee $150,000 annually			$ 28.29	$ 276.54	$ 28.95	$ 277.86	2.33%	0.48%					
Thousand Oaks	Athens Services	9%	10.25%	8.25%		$ 26.34	$ 189.27	$ 27.21	$ 195.50	3.30%	3.29%					
Ventura	EJ Harrison & Sons	7%	$0.39/hh/mo	9.33%cash receipts		$ 35.80	$ 353.22	$ 37.28	$ 362.50	4.13%	2.63%					
Ventura County Central Area	EJ Harrison & Sons	9.25% Res, 10.25% Com	2%	3%	CIWMP Fee: $0.50/Ton	$ 36.15	$ 380.20	$ 37.59	$ 395.36	3.98%	3.99%					
Ventura County North area	EJ Harrison & Sons	9.25% Res, 10.25% Com	2%	3%	CIWMP Fee: $0.50/Ton	$ 39.65	$ 380.20	$ 41.24	$ 395.36	4.01%	3.99%					
Ventura County East area	Athens	9.25% Res, 10.25% Com	2%	3%	CIWMP Fee: $0.50/Ton	$ 26.94	$ 380.20	$ 28.02	$ 395.41	4.01%	4.00%					
												Residential	**Commercial**			
												13.46%	**6.50%**	**% above Countywide Average:**		
					Averages:	$ 444.56	$ 4,259.94	$ 466.18	$ 4,478.25							
						$ 34.20	$ 327.69	$ 35.86	$ 344.48							

2025 Comparison of Ventura County Jurisdictions Waste Hauling Rates and Fees-3.55% ANNUAL INCREASE: As of June 2025

		All Fees: Franchise & Solid Waste				Customer Rates FY 2024/2025		Customer Rates FY 2025/2026								
						Residential	Commercial	Residential	Commercial							
City	**Hauler**	**Franchise Fee**	**AB 939 Residential**	**AB 939 Commercial**	**HHW Fee or other**	**64 Gal Trash, 96 Gal Recycle, 96 Gal Organics**	**3Yd 1X/Week Trash, 3 Yard Recycle, 96 gal Organics**	**64 Gal Trash, 96 Gal Recycle, 96 Gal Organics**	**3Yd 1X/Week Trash, 3 Yard Recycle, 96 gal Organics**	Residential: % Increase	Commercial: % Increase	***Santa Paula Service Cost w/ Additional Proposed 3.55% Increase (Residential)**	***Santa Paula Service Cost w/ Additional Proposed 3.55% Increase (Commercial)**	***Total Santa Paula Service Rate Increase w/ Proposed 3.55 % Increase (Residential)**	*** Total Santa Paula Service Rate Increase w/ Proposed 3.55% Increase (Commercial)**	**Notes**
Camarillo	EJ Harrison & Sons	6%	$0.23/hh/mo	2.50%	$0.28/account + $1.44/residential account (cstomer service fee)	$ 35.89	$ 393.83	$ 37.09	$ 406.98	3.34%	3.34%					Franchise agreement updated in 2025. Recycling charges now allowed.
Fillmore	EJ Harrison & Sons	5%	2%	2%	Note the AB 939 fee is identified as Vehicle Impact Fee	$ 37.31	$ 273.79	$ 38.43	$ 324.17	3.00%	18.40%					Franchise agreement being udated. Recycling charges added in 25/26
Moorpark	Waste Management	Res 12% Comm 8%	$1.20/hh/mo	8%		$ 30.02	$ 407.54	$ 33.58	$ 431.57	11.86%	5.90%					
Ojai	EJ Harrison & Sons	5%	5%	5%	$0.50/hh/mo	$ 41.43	$ 344.43	$ 43.06	$ 358.55	3.93%	4.10%					
Oxnard	City Service					$ 47.41	$ 333.43	$ 52.11	$ 366.74	9.91%	9.99%					
Port Hueneme	City Service					$ 25.60	$ 243.45	$ 25.60	$ 243.45	0.00%	0.00%					Rates established in 2014. No increases to date.
Santa Paula	Athens Services	Residential & Multi-Fam: 9.25% Commercial: 5.25%	5%	5%	$0.50/account + 4.5%Stormwater Quality Fee	$ 33.73	$ 303.84	$ 36.02	$ 324.80	6.90%	6.90%	**$37.20**	**$ 358.74**	**10.45%***	**10.45%***	***Includes a 6.9% annual increase (already approved by Council) AND Athens's additional 3.55% proposed increase**
Simi Valley	Waste Management	10%	Admin Fee $150,000 annually			$ 28.29	$ 276.54	$ 28.95	$ 277.86	2.33%	0.48%					
Thousand Oaks	Athens Services	9%	10.25%	8.25%		$ 26.34	$ 189.27	$ 27.21	$ 195.50	3.30%	3.29%					
Ventura	EJ Harrison & Sons	7%	$0.39/hh/mo	9.33%cash receipts		$ 35.80	$ 353.22	$ 37.28	$ 362.50	4.13%	2.63%					
Ventura County Central Area	EJ Harrison & Sons	9.25% Res, 10.25% Com	2%	3%	CIWMP Fee: $0.50/Ton	$ 36.15	$ 380.20	$ 37.59	$ 395.36	3.98%	3.99%					
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Ventura County East area	Athens	9.25% Res, 10.25% Com	2%	3%	CIWMP Fee: $0.50/Ton	$ 26.94	$ 380.20	$ 28.02	$ 395.41	4.01%	4.00%					
						$ 444.56	$ 4,259.94	$ 466.18	$ 4,478.25			**Residential**	**Commercial**			
					Averages:	$ 34.20	$ 327.69	$ 35.86	$ 344.48			**3.75%**	**4.15%**	**% above Countywide Average:**		

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: RESPONSE TO GRAND JURY REPORT ENTITLED PRIORITIZING BEST PRACTICE STREET MAINTENANCE

Date: August 6, 2025

Agenda Item: 11.E

RECOMMENDATION:

Approve the form response letter to the Ventura County Grand Jury and authorize the Mayor to sign the letter.

Presented by: Dale Goodman, Public Works Director

BACKGROUND:

In the State of California, civil grand juries are authorized to “investigate and report upon the operations, accounts, and records of the officers, department, functions, and the method or system of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit.” (Cal. Penal Code 925(a)).

On December 5, 2024, the Ventura County Grand Jury met with, and interviewed Dale Goodman, the City’s Director of Public Works, regarding the City’s pavement management practices and funding. After the interview, they drove some of the City’s streets to get an overall impression of the current conditions of Santa Paula's roads.

On June 5, 2025, the Ventura County Grand Jury issued its report titled “Prioritizing Best Practice Street Maintenance” (the “Report”). In the Report, the Grand Jury had two “Findings”, one “Recommendation”, and one “Commendation” related to Santa Paula.

Finding 1 (F-02) The Civil Grand Jury finds that Santa Paula does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.

Finding 2 (F-07) The Civil Grand Jury finds that Santa Paula, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.

Recommendation 1 (R-03) The Civil Grand Jury recommends that Santa Paula set a goal to reach best practice pavement conditions within 10 years, and create a plan to accomplish that goal by December 2025.

Commendation The Civil Grand Jury commends Santa Paula for its positive action in improving conditions by passing two sales tax measures that prioritize street maintenance.

ANALYSIS:

Within 90 days after a Grand Jury's issuance of the report, the City Council must comment to the Presiding Judge of the Superior Court on the findings and recommendations contained in the report. The attached proposed response to the Report, prepared by the Public Works Director and other key City staff, addresses the Grand Jury's findings and recommendations. The City is in agreement with the Findings and will meet or exceed the one Recommendation, as denoted in the attached response.

STRATEGIC PLAN:

The approval of this agenda item does not directly address the strategic goals within the City's adopted Strategic Plan.

FISCAL IMPACTS:

There are no fiscal impacts associated with this item outside of staff's time to respond to the report.

OPTIONS:

In addition to the recommended action, the Council can:

1. Propose alternative language and direct that the response be revised.

ATTACHMENTS:

Santa Paula Response to VCGJ Report.pdf

COUNTY of VENTURA
Civil Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

Response to 2024-2025 Ventura County Grand Jury Report Form
(Please See California Penal Code Section 933.05)

Report Title: Prioritizing Best Practice Street Maintenance

Responding Entity: Santa Paula City Council

FINDINGS

- I (we) agree with the Findings numbered: F-02, F-07
- I (we) disagree wholly or partially with the Findings numbered: _____
  (Attach a statement specifying any portions of the Findings that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
  (Attach a summary describing the implemented actions.)
- Recommendations numbered R-03 have not yet been implemented but will be implemented in the future.
  (Attach a summary indicating the timeframe for implementation.)
- Recommendations numbered _____ require further analysis.
  (Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
  (Attach an explanation.)

Date: _____ Signed: _____

Title: _____

Number of pages attached: 2

FINDINGS

F-01. The Civil Grand Jury finds that Oxnard does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.

F-02. The Civil Grand Jury finds that Santa Paula does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.

F-03. The Civil Grand Jury finds that Simi Valley does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.

F-04. The Civil Grand Jury finds that Ventura does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.

F-05. The Civil Grand Jury finds that Camarillo, with its dedicated and knowledgeable staff, effectively utilizes the funds spent on street maintenance, however, has not set a goal to maintain its streets in a best practice condition.

F-06. The Civil Grand Jury finds that Oxnard, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.

F-07. The Civil Grand Jury finds that Santa Paula, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.

F-08. The Civil Grand Jury finds that Simi Valley, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.

F-09. The Civil Grand Jury finds that Ventura, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.

RECOMMENDATIONS

R-01. The Civil Grand Jury recommends that Camarillo set a goal to maintain best practice pavement conditions by December 2025. (F-05)

R-02. The Civil Grand Jury recommends that Oxnard set a goal to achieve best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-01, F-06)

R-03. The Civil Grand Jury recommends that Santa Paula set a goal to reach best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-02, F-07)

R-04. The Civil Grand Jury recommends that Simi Valley set a goal to reach best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-03, F-08)

R-05. The Civil Grand Jury recommends that Ventura set a goal to reach best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-04, F-09)

RESPONSES

Responses required from the following governing bodies within 90 days:

Camarillo City Council (F-05, R-01)

Oxnard City Council (F-01, F-06, R-02)

Santa Paula City Council (F-02, F-07, R-03)

Simi Valley City Council (F-03, F-08, R-04)

Ventura City Council (F-04, F-09, R-05)

COMMENDATIONS

The Civil Grand Jury commends Camarillo for maintaining its streets in a best practice condition, which lowers future maintenance costs and the hidden cost from vehicle wear.

The Civil Grand Jury commends Santa Paula for its positive actions in improving street conditions by passing two sales tax measures that prioritize street maintenance.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: FOURTH AMENDMENT TO CITY MANAGEMENT EMPLOYMENT AGREEMENT

Date: August 6, 2025

Agenda Item: 11.F

RECOMMENDATION:

1. Approve the Fourth Amendment to the City Manager Employment Agreement.

Presented by: Monica Castillo, City Attorney

BACKGROUND:

On December 4, 2019, the City entered into an employment agreement with Dan Singer for the provision of City Manager services (the "Original Agreement"). The Original Agreement was amended on November 4, 2020, to extend the term through June 30, 2024, and to synchronize future performance evaluations with the City's fiscal year (the "First Amendment"). On July 7, 2021, the City again amended the Original Agreement to increase Mr. Singer's salary by two steps, with the second step of $202,883.20 going into effect July 31, 2022 (the "Second Amendment").

In June 2023, the Original Agreement was amended a third time to (1) extend the term through June 30, 2027 (i.e. 3 more years); (2) apply a cost of living adjustment matching that of the Executive Management unit for the next two fiscal years; (3) increase the City's retirement plan percentage contribution from 3% to 4%; (4) match cafeteria benefits with those of the Executive Management unit for the next two fiscal years; and (5) incorporate the limitations to City Manager removal stated in SPMC § 31.10(E). For evaluation year 2024, no amendments to the agreement were made. The Original Agreement as amended by the First Amendment, Second Amendment, and Third Amendment are referred to hereafter as the "Agreement."

Section 17 of the Agreement requires the Council to, at minimum, review Mr. Singer's performance on or about July 1, 2020, and each year thereafter. As part of that evaluation, under Section 5.B., Council must also review Mr. Singer's base salary and consider whether it may be increased in its sole discretion.

Council held a closed session on April 16 to kick off Mr. Singer's performance evaluation, with

subsequent closed sessions held June 9, June 30, July 2, and July 9.

ANALYSIS:

During the closed sessions, Council directed the City Attorney to prepare a fourth amendment to the Agreement ("Fourth Amendment") to apply a cost of living adjustment matching that of the Executive Management unit for the next two fiscal years. (Exhibit A.) Effective the first full pay period following July 1, 2025, Mr. Singer would receive a three percent (3%) cost of living adjustment to his base salary, and effective the first full pay period following July 1, 2026 he would receive a three percent (3%) cost of living adjustment.

STRATEGIC PLAN:

The City Manager annual review process and approval of the proposed Fourth Amendment to the City Manager Agreement promotes Goal G (Operational Excellence) of the 2023-2025 Strategic Plan: "Provide excellent service to the community in a cost-effective manner with an engaged workforce with a focus on continuous improvement and outstanding customer service."

FISCAL IMPACTS:

Approval of the cost-of-living adjustment in the Fourth Amendment will have fiscal impacts that has been accounted for in the adopted 2025-2027 Budget.

OPTIONS:

In addition to the recommended action, Council may:

1. Provide additional direction to staff relative to the Fourth Amendment.
2. Take no action.

ATTACHMENTS:

Fourth Amendment to Singer Employment Agreement-c1.doc
Salary Schedules 25.26
Salary Schedules 26.27

FOURTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT to the City Manager Employment Agreement ("Fourth Amendment") is made and entered August 6, 2025, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("City"), and DANIEL SINGER, an individual ("Employee") (referred to herein individually as a "Party" and collectively as the "Parties").

SECTION 1: Recitals. This amendment to the Agreement is made with reference to the following facts:

A. On December 4, 2019, the City and Employee entered into that certain City Manager Employment Agreement ("Original Agreement") providing for the performance of City Manager services to the City.

B. On November 4, 2020, the Original Agreement was amended to extend the term through June 30, 2024, and to synchronize Employee's annual performance evaluation to correspond to the City's fiscal year ("First Amendment").

C. On July 7, 2021, the City and Employee entered into that certain Second Amendment to the City Manager Employment Agreement ("Second Amendment") to increase the Employee's salary by two steps, with the second step of $202,883.20 going into effect July 31, 2022.

D. On June 21, 2023, the City and Employee entered into that certain Third Amendment to the City Manager Employment Agreement ("Third Amendment"). The Third Amendment extended the term to June 30, 2027, applied a cost of living adjustment to Employee's base salary equal to that given to the Executive Management bargaining unit for the next two fiscal years, increased City's percent contribution into Employee's 457 plan from 3% to 4%, modified Employee's cafeteria benefits to be the same as those awarded to the Executive Management bargaining unit for the next two fiscal years, and incorporated limitations to the City Manager's removal codified in Santa Paula Municipal Code § 31.10(E). The Original Agreement as amended by the First, Second, and Third Amendment is hereafter referred to as the "Agreement".

E. The Parties now desire by this Fourth Amendment to apply a cost of living adjustment to Employee's base salary equal to that given to the Executive Management bargaining unit for the next two fiscal years through June 30, 2027.

F. This Fourth Amendment is authorized pursuant to Section 21.F. of the Agreement.

SECTION 2: Amendment.

A. A new Subsection C., entitled "Cost of Living Adjustment", is added to Section 5 of the Agreement to read as follows:

"C. Cost of Living Adjustment. Effective the first full pay period following July 1, 2025, Employee will receive a three percent (3%) cost of living adjustment to his base salary, and effective the first full pay period following July 1, 2026 he will receive a three percent (3%) cost of living adjustment. These cost of living adjustments are in parity with those given to the Executive Management bargaining unit pursuant to City Council Resolution No. 7569."

SECTION 3. The effective date of this Fourth Amendment shall be July 1, 2025.

SECTION 4. This Fourth Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together shall constitute one instrument executed on the same date.

SECTION 5. Except as modified by this Fourth Amendment, all other terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Fourth Amendment on the day and year first hereinabove written.

CITY OF SANTA PAULA,
a general law city

_____
Pedro Chavez
Mayor

DANIEL SINGER,
an individual

_____
Daniel Singer

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo
City Attorney

65283.00004\44024367.1

Proposed FY 25/26 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES MANAGER	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	PLANNING DIRECTOR	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	IT MANAGER	65.04	68.30	71.72	75.31	79.08	135,283.20	142,064.00	149,177.60	156,644.80	164,486.40
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	35.91	37.71	39.60	41.58	43.66	74,692.80	78,436.80	82,368.00	86,486.40	90,812.80
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40

Proposed FY 25/26 Salary Schedule

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed FY 26/27 Salary Schedule

	Position	Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES MANAGER	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	PLANNING DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	IT MANAGER	68.97	72.42	76.05	79.86	83.86	143,457.60	150,633.60	158,184.00	166,108.80	174,428.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	33.09	34.75	36.49	38.32	40.24	68,827.20	72,280.00	75,899.20	79,705.60	83,699.20
259	ENGINEERING TECH. SR.	33.92	35.62	37.41	39.29	41.26	70,553.60	74,089.60	77,812.80	81,723.20	85,820.80
263	PLANNER, ASSOCIATE	37.49	39.37	41.34	43.41	45.59	77,979.20	81,889.60	85,987.20	90,292.80	94,827.20
265	MANAGEMENT ANALYST	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
268	ACCOUNTANT	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
273	PURCHASING AGENT	39.39	41.36	43.43	45.61	47.90	81,931.20	86,028.80	90,334.40	94,868.80	99,632.00
274	SR. RECORDS SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
275	ADMINISTRATIVE ANALYST I	24.86	26.11	27.42	28.80	30.24	51,708.80	54,308.80	57,033.60	59,904.00	62,899.20
276	RECREATION SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
277	PARKS & FACILITIES SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
278	FLEET SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
279	STREETS MAINTENANCE SUPERVISOR	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
280	ADMINISTRATIVE ANALYST II	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
281	ASSOCIATE ENGINEER	44.20	46.41	48.74	51.18	53.74	91,936.00	96,532.80	101,379.20	106,454.40	111,779.20
282	EMERGENCY SERVICES COORDINATOR	34.63	36.37	38.19	40.10	42.11	72,030.40	75,649.60	79,435.20	83,408.00	87,588.80
283	CITY CLERK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	38.57	40.50	42.53	44.66	46.90	80,225.60	84,240.00	88,462.40	92,892.80	97,552.00
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80

Proposed FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: August 6, 2025

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:

08.06.2025 Future Agenda Items.docx

Santa Paula City Council Tentative Agenda Schedule

Activities associated with the Council's Strategic Plan*

	Regular Meeting September 3 - 6:30pm	
Admin	Department of Insurance Presentation	
Admin	Short Range Transit Plan Presentation	
Finance	Finance Department Report	
CDD	Railroad Depot Lease Agreement	
Finance	Multiple Vendor Contracts	
PD	Animal Services Agreement	
HR	Labor Agreements	
Finance	Annual City Audit	
	Regular Meeting September 17 - 6:30pm	
PW	Public Works Department Report	
Fire	Ventura County Fire Department Report	
P&R	Parks & Recreation Department Report	
PW	5-Year Pavement Management Plan – Cycle 2	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	TBD
Finance	Development Impact Fees (DIF)*	3rd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	TBD
P&R	Oil Museum Concept Discussion	Sept 3
Admin	Review of Council Procedural Guidelines	Sept/Oct
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
Legal	Fire MOU Amendment	
CDD	Downtown Vacancies Options*	
CDD	Downtown Parking Inventory and Options*	
P&R	Teague Park Restroom	

Updated 7/31/25