

City of Santa Paula

City Council

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



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, MAY 1, 2024

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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

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

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. PUBLIC COMMENT

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

6. PRESENTATIONS

- 6.A SANTA PAULA FUTBOL CLUB XTREME RECOGNITION
- 6.B MIGRANT SPEECH AND DEBATE RECOGNITION
- 6.C OLDER AMERICANS' MONTH PROCLAMATION
- 6.D 2024 NATIONAL PUBLIC WORKS WEEK PROCLAMATION

6.E PUBLIC WORKS DEPARTMENT ACTIVITY REPORT FOR DECEMBER 2023 - MARCH 2024

RECOMMENDATION:

Staff recommends that the City Council:

Receive and file the Public Works Department Report for December 2023 - March 2024.

Presented by: Clete J. Saunier, Public Works Director

7. **CITY COUNCIL REPORTS**

8. **CITY MANAGER REPORTS**

9. **CONSENT CALENDAR**

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

9.A **APPROVAL OF MINUTES**

- **City Council Special Minutes April 17, 2024**
- **City Council Regular Minutes April 17, 2024**

RECOMMENDATION:

Staff recommends Council approve minutes.

9.B **AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH m6 CONSULTING, INC.**

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute Contract Amendment No. 1 in the amount of \$76,815.00 to the Professional Services Agreement with m6 Consulting, Inc. in a form approved by the City Attorney.

9.C **AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX CIVIL ENGINEERING FOR THE HARVARD BOULEVARD WATER AND SEWER PIPELINE REPLACEMENT AND PAVING REHABILITATION PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Contract Amendment No. 1 to the Professional Services Agreement with Phoenix Civil Engineering in a form approved by the City Attorney.

2. Approve budget adjustments as shown in Table 3 of the Staff Report to allocate \$165,252.80 in funds from the Water Replacement Program and Harvard Sewer Replacement Program to the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project, to complete the necessary funding of \$1,365,435.80 needed for this contract.

9.D **WATER RECYCLING FACILITY CHEMICAL SUPPLY AGREEMENT
RECOMMENDATION:**

Staff recommends that the City Council:

Authorize the City Manager to execute a 3-year contract with Aquapulse Chemicals for the supply and delivery of sodium hypochlorite and citric acid for the Santa Paula Water Recycling Facility.

9.E **VENTURA COUNTY GRANT FUNDING AGREEMENT AND BUDGET
APPROPRIATION
RECOMMENDATION:**

Staff recommends City Council:

1. Authorize the City Manager to enter into an agreement between the City of Santa Paula and the County of Ventura in a form approved by the City Attorney; and
2. Approve a budget allocation of \$350,000.00 in new revenue and matching expenditures from the County of Ventura, as noted in the Fiscal Impact section of this report.

10. PUBLIC HEARING

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

10.A **REVIEW THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND
RENEW ORDINANCE 1315, APPROVING THE MILITARY EQUIPMENT
FUNDING, ACQUISITION AND USE POLICY FOR THE SANTA PAULA
POLICE DEPARTMENT.
RECOMMENDATION:**

It is recommended the City Council:

1. Review the Police Department's Annual Military Equipment Report approving the Military Equipment Funding, Acquisition and Use policy as required by Government Code 7072 (AB 481), and

2. Renew ordinance 1315.

Presented by: Commander Eric Starna

11. ACTION ITEMS

11.A AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AMENDMENTS

RECOMMENDATION:

Staff recommends City Council:

1. Review staff recommendations for amendments to recent ARPA reallocations; and
2. Adopt Resolution No. 7514 memorializing an amendment to the ARPA allocations.

Presented by: Jonathan Royas, Deputy City Manager

11.B APPOINTMENT TO THE MEASURE T OVERSITE COMMITTEE

RECOMMENDATION:

Staff Recommends that the City Council:

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

Presented by: Julie Latshaw, City Clerk

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: Clete J. Saunier, Public Works Director

Subject: PUBLIC WORKS DEPARTMENT ACTIVITY REPORT
DECEMBER 2023 – MARCH 2024

Date: May 1, 2024

RECOMMENDATION:

Staff recommends that the City Council:

Receive and file the Public Works Department Report for December 2023 - March 2024.

Presented by: Clete J. Saunier, Public Works Director

CAPITAL IMPROVEMENT PROGRAM (PROJECT ACTIVITY):

FY 2023 – 2024/FY 2024-2025 and Cycle 2 Citywide Street Maintenance Programs

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

The Harvard Boulevard project features street improvements that include a structural overlay of the existing section of Harvard between Peck Road and 10th Street, following the completion of extensive water and sewer replacement efforts that will significantly disrupt the existing roadway pavement. In addition to the structural overlay of the project area, improvements to sidewalks and curb ramps are proposed along the entire length of the Harvard Boulevard project area. Due to the extensive and costly improvements necessary to complete the Harvard Boulevard project, it is anticipated that the paving portion of this project will constitute the majority of the citywide paving planned for FY 23/24, consistent with the City's Pavement Management Program. The paving work will be preceded by curb ramps construction which will commence in March, 2024, with paving anticipated to start in June and be completed in July.

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

recommendations for both the final year of this first 5-year PMP cycle, as well as the next Cycle of PMP programming. This plan with associated recommendations will be presented to Council May 2024.

Street Drainage

Streets provide for conveyance of storm drainage from contributory portions of adjacent property, as well as adjacent streets. The drainage capacity of streets is defined by the geometry of each individual street section, including curb height, street width and slope. As the street capacity is reached, catch basins with associated storm drainage pipes are installed. Due to the age and topography of the City, limited storm drainage facilities exist, and most of these systems are in excess of 50 years of age. Much of these existing storm drainage systems consist of corrugated metal pipe (CMP) that has exceeded its useful life. Many of the roadway failures that have been observed in the City are a result of CMP storm drains that have collapsed under the pressure of storm water flow related to the recent winter storms. When storm drains collapse, the only viable repair methodology is excavation and replacement of the entire section of pipe, which is both disruptive to the travelling public and costly to the City.

Due to the age of the drainage infrastructure in the City, staff anticipates a greater need for replacement of the storm drain system. The 6th Street Storm Drain Replacement (View Drive to Virginia Terrace) Project will proceed to construction in Spring 2024, following the Corporation Street Storm Drain Replacement Project which was completed in late 2023.

Telegraph Road Widening

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

Main/Harvard Blvd/Telegraph Rd Roundabout

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

- There is enough existing right-of-way to accommodate a standard 1-lane roundabout;
- This is a gateway location in the City and a segue onto Main Street leading into the City's downtown core;
- The City recently acquired a property at the western side of the intersection, providing additional flexibility for design, and;
- The intersection in its current configuration is difficult for pedestrians to navigate safely.

This project would support the adopted 2040 General Plan Circulation Element and is a good opportunity to advance the goals for improving traffic circulation and pedestrian safety, reducing greenhouse gases, and improving air quality while providing a more aesthetically pleasing gateway entry into the City.

In February of 2024 this project was presented to Council for CIP approval, and a design RFP is scheduled for release in Spring 2024.

Sidewalks

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

Harvard Boulevard Street/Sewer/Water Improvement Project

The project will improve 1.7 miles of Harvard Boulevard from Peck Road to 10th Street. The project scope includes street improvements for this section of Harvard Boulevard, which include 750,000 SF of pavement, curb ramp reconstruction, and replacement of 9,000 LF of 12" water main and 8,000 Lf of 24" sewer main. The project is currently under construction, with portions of the project water system along Harvard complete, with additional sections between Steckel and Palm, and between Palm and 5th Street nearing completion. Street paving construction is anticipated to commence June 2024. Construction progress updates and critical project notifications (e.g., road closures) are available at the City's dedicated website: www.harvardblvdproject.com

Crosstown Pipeline Project

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

the project estimated to cost \$6.7M. The current alignment of portions of the pipeline were updated to facilitate a jack and bore style of pipeline installation along Santa Paula Street at State Route 150 (10th Street). This design update is complete and under review by City staff.

Peck Road Waterline Repair Project

The project will replace a damaged section of City water main located under a portion of the Peck Road Drain and adjacent to Ventura County railroad right of way. The project anticipates a jack-and-bore style of pipe installation to avoid damage to the box-culvert drain facility, owned by Ventura County Watershed Protection District. The project was expected to commence construction in March, 2024; however, the project is paused due to contractor discussions regarding high groundwater and jack and bore issues.

Mesa Tanks Replacement Project

Construction of the project to replace the two aging aboveground steel water tanks with two new water storage tanks is currently underway. Construction of the East Tank is completed and in service as of January 2024. Construction of the West Tank commenced in February 2024. The project will improve water system condition and reliability, and address State regulatory compliance.

Crosswalks and Crosswalk Safety

The Crosswalk Safety Improvement Program (CSIP) is an on-going capital improvement program to maintain or replace crosswalk warning lights, striping and curb ramps in accordance with disabled access regulations, inclusive of pedestrian safety and conspicuity treatments that include curb extensions, raised crosswalks and warning signage. Four locations on Main Street (Lucada, Cameron, South 4th Streets and Dean Drive) were released for bid March 2024 and are anticipated to be constructed in the summer to address periods of lower school pedestrian traffic associated with the summer period of school recess. Existing crosswalks on Harvard at Laurie Lane and 5th Street are being either repaired or upgraded to address pedestrian safety at these locations. Staff is coordinating three locations on SR 150 with Caltrans for construction in FY 2024/2025. Collaborative efforts between the Caltrans design and construction team and the City to integrate the SR 150 crosswalks at Oakdale, Virginia Terrace and Ventura Streets into their comprehensive rehabilitation project set to commence in 2025 may provide optimal value for the City relative to overall project cost.

Overhead Power and Communications Lines/Rule 20 Undergrounding

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

Traffic Signals

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

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

Peck/Calpipe Road Extension Project

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

FEMA Floodplain Management Projects

A substantial portion of the City is influenced by flood hazard areas identified by the Federal Emergency Management Agency (FEMA). The areas of flood hazard are mapped on Flood Insurance Rate Map (FIRM) panels that are used by City and FEMA regulators and insurance companies to determine which properties in the City are required to purchase flood insurance. These FIRM panels are updated at intervals as new or updated flood information becomes available. Earlier in 2021, FEMA completed a countywide flood re-study, which resulted in the release of updated flood maps. These preliminary maps presented significant changes to areas of flood hazard in multiple portions of the City, which would have resulted in 600 or more properties being added to the flood hazard boundary unless appealed by the City. City staff worked in tandem with Ventura County Watershed Protection District (County) staff to review the technical studies and mapping and filed an appeal with FEMA. FEMA reviewed the technical data provided, but the lack of an approved

maintenance plan by County resulted in the sustaining of the original studies, with the understanding that applications for Letters of Map Revision (LOMRs) could be provided to address specific areas of concern. Updated FEMA flood maps are expected to become effective in April 2024, with the understanding of the following actions on the City's part:

1. The City, working in conjunction with the East Area 1 development team, has prepared a LOMR for Santa Paula Creek to address revisions for this watercourse, which is currently under review by FEMA and nearing approval. The LOMR, once approved will clarify specific areas of flooding concern, particularly west of Santa Paula Creek, and will largely eliminate the A99 zone designations that currently require property owners to purchase flood insurance. The flood zone designation also adds cost and complexity to the development process, which can include homeowners seeking to make property improvements, including accessory dwelling units (ADUs), as well as commercial business owners planning to expand or redevelop their current properties.
2. The City plans to pursue an improved study for urban portions of the City influenced by Fagan and Adams Canyon and the Peck Road Drain and related overflow drainage and flooding, with associated re-mapping. This updated mapping would then be coordinated with FEMA representatives to address necessary corrections to outdated flood designations and provide relief to property owners where appropriate.
3. The City plans to update the current floodplain management and development process to communicate hazards and development requirements for projects located in currently established flood hazard areas. The City completed an update of the City's Municipal Code and associated provisions that address floodplain development and associated regulation, which was approved by City Council on October 4, 2023.
4. The City's Public Works engineering staff recently engaged the State Department of Water Resources to review the requirements and process for joining the FEMA Community Rating System (CRS) program. This program recognizes communities who are actively involved in improving their floodplain management measures similar to those noted above. The program, once implemented, provides discounted insurance premiums for required flood policies, reducing the financial burden associated with property ownership in flood prone portions of the City.
5. The City plans to update its Master Plan of Drainage to address current areas of drainage issues, flood hazards and associated facility improvement recommendations with cost estimates and priority recommendations. The prior Master Plan was last updated in 2008, and is outdated relative to areas of deficiency, cost estimates and changes in City corporate boundaries. Recommendations may include findings from the Fagan/Adams/Peck Road flood study to improve these facilities to mitigate current contributions to flood hazards due to inadequacies in these facilities. The RFP is expected to be released in Spring 2024. American Rescue Plan Act (ARPA) funding in the amount of \$150,000 allocated by the City Council on July 7, 2021 may be used to support this effort.

Water Recycling Facility Advanced Water Treatment Facility Project

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

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

City staff presented the Draft AWTF Refinement Study in April 2024. City staff continues to communicate status updates regarding the AWTF project, Chloride Study and permit compliance with the Los Angeles Regional Water Quality Control Board.

Water Recycling Facility Blower Repairs

The four aeration blowers, three MBR blowers, and three digester blowers, which are used to efficiently operate the WRF have been experiencing intermittent failures for over a year and a half. The blowers, originally installed during construction of the WRF in 2010 are reaching the end of their useful life. The City recently approved a new CIP project which will prioritize the replacement of all 10 blowers over several years. The blowers are necessary to operate the WRF and phased replacement will allow operation to continue while installing new reliable equipment. MKN is currently working on the phasing and preliminary design; construction is anticipated to begin in the 2024/2025 FY. This project will span approximately 7 years to fully replace the existing ten blowers.

Water Recycling Facility Reaction Ammonia Analyzers Replacement

The project will consist of adding ammonia analyzers to the three aerobic basins and modifying the control system to control the blower speed to produce a targeted, low ammonia concentration. Currently the process operates under manual control. This results in excess power consumption and excess greenhouse gas emissions, including ammonia into the atmosphere. VCAPCD staff has agreed this project will reduce pollutant and greenhouse gas emissions and has agreed to allow the City to offset its outstanding NOV settlement agreement costs with the equivalent in-kind costs for this project contingent upon its completion. The estimated project cost including engineering design and construction is approximately \$140,000. Funding for this project was allocated at the March 1, 2023 City Council Meeting. Startup and commissioning has been completed by VRSD operations staff,

and SCADA integration is in progress. APCD has agreed to extend the completion deadline for this work to April 30, 2024.

Wastewater Master Plan

Last March, the City authorized MKN & Associates to proceed with preparation of an updated Wastewater Master Plan. The City's last Wastewater Master Plan update was completed in 2012 and did not include an evaluation of the WRF to serve existing and ultimate influent flow capacity. MKN delivered the final Wastewater Master Plan to the City in April 2024, including development of a 15-year CIP program.

DIVISION PERFORMANCE REPORTS:

Administration & Engineering Division:

Recruitment:

Noel Medina was promoted from Administrative Analyst I to Permit Technician - Public Works assigned to the Public Works Administration and Engineering Division. His start date was March 11, 2024. Recruitment notice for the open Administrative Analyst I position closed on April 21, 2024. Candidate applications are under review and a new hire is anticipated to be selected in May 2024.

Three-Year Professional Service Agreement Activity FY 23-24:

Vendor Name	Agreement Description	FY 23/24 Encumbrance Budget	FY 23/24 Activity 7/1/23 - 3/31/24	Encumbrance Balance
Encompass Consulting Group	3-Year Agreement - Civil Engineering Services and Surveying	\$ 167,395.00	\$ 7,155.80	\$ 160,239.20
GSI Water Solutions, Inc.	3-Year Agreement - Groundwater Monitoring	\$ 170,446.00	\$ 114,541.10	\$ 55,904.90
Jensen Design & Surveying, Inc.	3 -Year Agreement -Engineering Design and Land Surveying Services	\$ 62,400.00	\$ 1,005.00	\$ 61,395.00
Larry Walker & Associates	3-Year Agreement - Waste Water Discharge Permit Compliance	\$ 66,000.00	\$ 36,569.75	\$ 29,430.25
M6 Consulting, Inc.	Consulting Services to provide support for the Public Works as Interim City Engineer	\$ 249,200.00	\$ 177,902.88	\$ 71,297.12
MKN Associates, Inc.	Water and Storm water Program - Year 1 of 3 Rollovers and Year 2 of 3	\$ 1,869,943.95	\$ 420,483.19	\$ 1,449,460.76
Northern Digital, Inc.	On-call and Emergency Scada Maintenance	\$ 50,000.00	\$ 4,717.50	\$ 45,282.50
Phoenix Civil Engineering, Inc.	3-Year Agreement - Civil Engineering, Project and Construction Management, Water and Wastewater Engineering, Hydrology and Storm water	\$ 128,539.00	\$ 35,327.75	\$ 93,211.25
Sam Hill & Sons, Inc.	Emergency Water Main Repair	\$ 140,000.00	\$ 53,557.87	\$ 86,442.13
Yunex LLC	3-Year Agreement - Traffic Signal Maintenance	\$ 50,358.92	\$ 7,737.84	\$ 42,621.08
		\$ 2,954,282.87	\$ 858,998.68	\$ 2,095,284.19

Permitting Activity:

Staff reviewed, approved and inspected the following permit applications for various utilities, companies and contractors:

Utility Encroachment Permits

	<u>Issued</u>	<u>Inspected</u>
SCE:	25	25
SCG:	2	16
Frontier:	3	1
AT&T:	1	0
Sidewalk Imp:	2	1
Driveway Imp:	3	2
City Water:	5	3
Total:	41	48

Other Permits

	<u>Issued</u>
Roll-off Bin:	13
Oversize Transportation:	28
Fire Flow Test:	13
Temp FH Water Meter	1
Site Grading	1
Total:	56

Water Division:

CATEGORY	DEC	JAN	FEB	MAR
Total Potable Water Produced (MG)	93.98	81.70	71.85	82.13
Water Quality Samples	65	66	60	65
Main Line, Service Line, Meter Valve Leak Repairs	8	14	6	6
Customer Service Requests Addressed	41	76	44	65
USA Dig-Alert Tickets	104	112	101	115
Meter Reads & Re-reads	8158/66	8158/39	8158/158	8158/114
Meter Installations & Replacements	32	74	80	34
Lock-Offs	90	79	74	110

Following its construction, the new Mesa Tank 1 (Eastern Tank) was placed into service early March after meeting regulatory compliance requirements including the amendment to Santa Paula's Water System Permit. The demolition of the existing Mesa Tank 2 (Western Tank) immediately followed, and the new Mesa Tank 2 is expected to be constructed and placed into service in the 3rd quarter of this year. Water staff compiled a comprehensive list of SCADA modifications aimed at enhancing efficiency and reliability and is nearing 50% completion working diligently alongside contractors. Significant progress to the Harvard Water Replacement project continues with only Palm to 4th street left to tie in.

The new Water System Operator career tract cross training program continues to progress with nearly half of the operations staff currently working as full capacity Water System Operators. Several staff members are enrolled either in Water Treatment and Distribution courses, or under work experience verification through the SWRCB as they work towards their certifications.

- John Zavala (WSO I) received the SWRCB Grade II Water Distribution Certification.
- Nick Lane (WSO IV) received the SWRCB Grade III Water Treatment Certification.

Wastewater Division:

The Water Recycling Facility (WRF) continues to run smoothly and systems are functioning normally. Ventura Regional Sanitation District (VRSD) took over contract operation of the WRF on April 17, 2021 and has provided improved operation of the WRF. VRSD has continued to perform routine maintenance and repairs to all facility systems. All regulatory requirements are being met and all critical equipment alarms, facility alarms and emergency response systems have been continuously monitored.

Referencing the table below, the average composite chloride concentration in the treated effluent and surrounding groundwater monitoring wells has showed a slight decrease compared to the previous activity report but remained above Regional Board's maximum allowable chloride concentration of 110 mg/L in December 2023, January 2024, and March 2024. In November 2023, the draft Chloride Source Identification Study was presented to City Council based on results of monitoring performed within the wastewater collection system. At this time, staff has been directed to move forward with the second phase of the Chloride Study, including additional monitoring to further refine potential chloride sources in the collection system. See further discussion for the Water Recycling Facility Advanced Water Treatment Facility Project under the Capital Improvement Program section of this report.

Volumes and chloride concentrations for effluent and groundwater between December 2023 and March 2024 are summarized in the table below. Although the recent trend (with the exception of February and March 2024) is above the Regional Board limit of 110 mg/L, the WRF effluent chloride concentrations are still well below historical levels. This trend for the treated effluent has generally correlated with the trend for groundwater chlorides.

CATEGORY	DEC	JAN	FEB	MAR
Total Raw Wastewater Received in Millions of Gallons (MG)*	65.4	79.8	64.7	63.8
Total Treated Effluent Discharged to Percolation Ponds (MG)	55.2	53.6	64.3	59.9
Total Reused Water Used Within Facility Process (MG)	1.87	2.16	1.99	1.51
Total Biosolids Transported to Permitted Disposal Facility (Tons)	236.2	228.5	232.1	334.1
Treated Effluent: Avg. Composite Chloride Concentration (mg/L)	119.8	118	107.3	116
Groundwater Monitoring Wells: Average, Composite Chloride Concentration (mg/L)	118	116	107	110

* Due to hydrologic factors resulting from the design of the WRF influent headworks, the influent flow meter experiences more turbulence than the effluent flow meter. Effluent flow meter reading accuracy has been verified.

Fleet Division:

The Fleet Division conducted 261 inspections, repair and maintenance service orders addressing 108 on-road and off-road vehicles. Some vehicles were assigned more than one service order from December 1st, 2023 through March 31st, 2024.

The Fleet Division is certified with the California Air Resources Board compliance with the new Advanced Clean Fleets Regulation and new TRUCRS Fleet reporting regulation, which was implemented January 1, 2024.

Fleet technicians Darin Howard and Sergio Guerrero have been certified in Light Duty Diesel Emission System through the Garage Gurus program.

Vehicle service order activity for December 2023 through March 2024 is provided below:

DEPARTMENT	VEHICLES SERVICED	SERVICE ORDERS
Police	55	130
Public Works	35	75
Parks & Recreation	14	47
Community Development	3	6
Information Technology	1	3
TOTAL	108	261

Streets Division:

Streets Division activity for December 2023 through March 2024 is provided below:

CATEGORY	DEC	JAN	FEB	MAR	TOTAL
Street Sweeping Mileage	397	440	439	605	1,881
Potholes Repaired (Tons)	79(8.5)	125(10)	127(10.2)	250(26.3)	581(55)
Curb Painting (LF)	45	25	15	60	145
Banners Setup	42	42	4	29	117
Permitted Event Setup	1	0	2	0	3
Camps / Dumpsites Removed	4	6	7	3	20
Hazmat Call Outs	0	0	1	0	1
Carcass Removal	1	0	0	1	2
Storm water Systems Cleaned	5	5	5	5	20
Traffic Sign Installations	3	5	5	8	21
Sidewalks Repaired (LF)	6	9	12	0	27
USA's: Sewer & Signals	104	111	84	115	414

Solid Waste Division:

Athens continues to provide solid waste collection and hauling services in accordance with their new franchise agreement. From December 1, 2023 to March 31, 2024, Athens collected 6443.07 tons of solid waste and 3241.21 tons of recycling and organics waste. Recycling and organics waste totals do not include third-party diversion tonnage.

From December 2023 through March 2024, Athens Services continued the implementation of the Solid Waste Franchise Agreement. They continued to educate and inform customers on the new organic's programs. Athens continued to share their Commercial outreach packet with new and current customers. At these visits Athens distributes materials and resources to encourage participation in the organics program and increase diversion.

In Q4 of 2023, Athens distributed a residential newsletter with information on organic waste and how to recycle your Christmas Tree, proper recycling of gift bags and boxes and holiday scheduling.

Outreach

From December through March, Athens' outreach efforts included visiting and completing the Waste Assessments for 232 accounts that included getting all businesses and multi-family homes compliant with AB341 and SB1383. Athens worked with numerous small business owners to help them increase their recycling and organics services in order to avoid contamination.

While visiting and speaking with property managers, Athens worked with multiple MFDs on Santa Barbara Street to right size accounts and has been proactive about identifying bin repairs and/or replacement. Athens also continues to provide signage for customers to educate tenants on what goes where and assist property managers in educating tenants on how to properly use their organics carts.

In the new year, Athens has focused on working with customers to make sure containers are accessible and serviceable. Athens has also continued their outreach with the SPUSD to check in on progress of the Zero Waste Schools Program outlined in 2023. SPUSD mentioned that the program is going well, they have worked on getting all schools compliant and are currently waiting on delivery of some internal containers for the schools.

Community Participation

In accordance with the franchise agreement community participation from Athens Services is required. From December 2023 through March 2024, Athens Services provided sponsorships and actively participated in events put on by local organizations. Athens supported 6 initiatives and events across 5 different organizations. These organizations include, but are not limited to, The Boys and Girls Club of Santa Clara Valley, The Santa Paula Optimist Club, and The Santa Paula Chamber of Commerce. At the request of Chief Aguilar, Athens supported the National Latino Police Officers Association – Ventura County Chapter with an Officer Training Sponsorship.

CalRecycle Annual Reporting

The CalRecycle 2023 Annual Report Will be filed by August 1, 2024. The City tracks all programs as required by CalRecycle regulations and all associated bills (AB939, AB 341, AB1826 and SB 1383). The City continues to coordinate with Athens and the local landfills to ensure that tonnages disposed are properly allocated to the city.

This upcoming 2023 Annual Report also requires updates on the City's compliance with the Model Water Efficient Landscape Ordinance (MWELO) and CALGreen Construction & Demolition Debris removal activities as required in the City's building Code.

CalRecycle SB 1383 Local Assistance Grant

In May 2022, CalRecycle awarded grants to the City to assist with the implementation of SB 1383. The City received \$44,282.00. To date staff has been expending the funds for the implementation costs related to SB 1383 as billed by our solid waste consultant. As there remains a large amount to be expended, staff is evaluating the procurement of organic materials for distribution and a proactive outreach program. The monies allocated in specific budget categories can be updated to accommodate these expenditures. Any remaining funds are to be returned to CalRecycle after November 1, 2024.

SB 1383 Local Assistance Grant (OWR1): Budget Category	Total Budget	Approved EIS Expended Amount	Reconcile/Reimburse Amount
Admin Costs	\$7,282.00		\$7,282.00
Collection			
Compliance/Inspection/Visit/Enforcement	\$14,000.00	\$8,537.00	\$5,463.00
Education	\$14,000.00		\$14,000.00
Enforcement			
Equipment			
Indirect Costs			
Marketing/Promotion/Outreach			
Materials			
Personnel	\$9,000.00		\$9,000.00
Total Received	\$44,282.00	\$8,537.00	\$35,745.00

In November 2023, the City submitted an application to CalRecycle for the second distribution of SB 1383 Local Assistance Grant funds OWR4. The minimum amount for application submittal was \$75,000. Once awarded, this amount was increased to 89,465.00. The City has two years to expend these funds. The expenditures in accordance with the increased budget are anticipated in the following categories:

SB 1383 Local Assistance Grant OWR 4: Budget Category	Total Budget
Capacity Planning/Program Evaluation/Gap Analysis	\$ 2,000.00
Edible Food Recovery - Personnel	\$ 5,000.00
Education	\$ 15,000.00

Personnel	\$ 37,465.00
Procurement - Organics, Recycled Content Paper Products	\$ 15,000.00
Record Keeping	\$ 15,000.00
Total Funds Applied For	\$ 89,465.00

Asset Management System

Staff continues working with MKN and VRSD to ramp up the Maintstar Asset Management and Work Order System at the Water Recycling Facility. The objective is to ensure the smooth functioning of the Maintstar program at the facility and explore any modifications required to improve the program's care and maintenance recording schedule. The process will lead to the elimination of outdated work order processes for replaced and/or upgraded assets while incorporating new programming and related standard maintenance procedures. Staff continues to evaluate and monitor progress.

**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 Minutes April 17, 2024
- City Council Regular Minutes April 17, 2024

Date: May 1, 2024

Agenda Item: 9.A

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:

ATTACHMENTS:

[2024.04.17 City Council Special Minutes.pdf](#)
[2024.04.17 City Council Regular Minutes.pdf](#)



**CITY OF SANTA PAULA
City Council Special Meeting
April 17, 2024, 4:00 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) COMMITTEE/COMMISSION/BOARD INTERVIEWS

Council interviewed applicants for Parks & Recreation Commission, Measure T Oversight Committee, and Affordable Housing Trust Fund Oversight Committee.

5) ADJOURNMENT

Mayor Cornejo adjourned the meeting at 5:30 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
April 17, 2024, 6:30 PM
MINUTES**

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Reverend Seikai provided the Invocation.

3) FLAG SALUTE

Councilmember Sobel led the flag salute.

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

4) ROLL CALL

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

5) PUBLIC COMMENT

Debbie Johnson was called to speak announcing the K-9 Foundation Spaghetti Dinner fundraiser.

6) PRESENTATIONS

6.A) POLICE MEMORIAL WEEK PRESENTATION AND PROCLAMATION

Mayor Cornejo presented the Police Officers Memorial Week Proclamation.

Retired Officer Brad Talent, with Santa Paula Police Memorial Committee, introduced many other Officers and Committee members. Councilmember Carlos Juarez, retired Police Officer, spoke of the Santa Paula Police Department, presenting the memorial bell to Chief Aguilar

and the Santa Paula Police Department, announcing the upcoming Memorial on May 11th, where the memorial bell will be used.

6.B) FAIR HOUSING PROCLAMATION

Mayor Cornejo presented the Fair Housing Proclamation to the Ventura County Coastal Association of Realtors.

6.C) COMMUNITY EMERGENCY RESPONSE TEAM (CERT) RECOGNITION

Kate Watkins, Emergency Services Coordinator, provided a presentation on the Community Emergency Response Team (CERT), and recognition to the residents who graduated the 6 week program.

6.D) VENTURA COUNTY FIRE DEPARTMENT REPORT

Fire Chief Joe Williams provided the Ventura County Fire Department Report.

7) CITY COUNCIL REPORTS

Councilmember Crosswhite:

Attended Southern California Association of Governments; Legislative visit to Sacramento; Ventura County Transportation Commission; Local Area Formation meeting; Arbor Day Ceremony; Santa Paula Police Department new hire swearing in ceremony; and Santa Paula Leadership launch dinner.

Councilmember Juarez:

Attended Ventura Regional Sanitation District; Senior Advisory Committee; Santa Paula Police Department new hire swearing in ceremony; and has been tasked with conducting orientation for new Officers.

Vice Mayor Chavez:

Announced copies are available of his City Council Member Report; attended Santa Paula Police Department new hire swearing in ceremony; Cesar Chavez March; Arbor Day; Santa Paula Future Leaders Academy; Creating Community forum; and announced upcoming events.

Councilmember Sobel:

Attended Santa Clara River Preserve; announced upcoming events; Santa Paula Police Department new hire swearing in ceremony; Union Oil Building Ad Hoc; and Broadband Committee.

Mayor Cornejo:

Attended Women of the Year event; Board of Supervisor vote on permit revocation; Santa Paula Business Roundtable; Santa Paula Police Department new hire swearing in ceremony; and Santa Paula Leadership Academy.

8) CITY MANAGER REPORTS

City Manager Singer:

Reported on the Santa Paula Leadership Academy; announced the City of

Santa Paula is the third Tree City USA designation; and announced upcoming events.

9) CONSENT CALENDAR

9.A) APPROVAL OF MINUTES

City Council Regular Minutes March 20, 2024
City Council Regular Minutes April 3, 2024

9.B) MARCH 2024 WARRANTS AND CERTIFICATIONS

9.C) FISCAL YEAR 2024-2025 PROJECT LIST FOR SENATE BILL 1 ROAD MAINTENANCE AND REHABILITATION FUNDING

This item was pulled for separate discussion and vote.
City Engineer Bob Woodward answered questions for Council.

Motion: Approve Resolution No. 7510 approving the Fiscal Year 2024-2025 Project List for Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account Funding.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

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

9.D) DISASTER RECOVERY AND EMERGENCY FUNDING REIMBURSEMENT UPDATE

9.E) ROBERT WILLIAM COMPANY, LLC AMENDMENT NO. 3

9.F) A. GUTIERREZ PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

9.G) SPORTS PARK SPECIFIED GRANT FUNDS RESOLUTION NO. 7511

This item was pulled for separate discussion and vote.
Parks & Recreation Director Greg Barnes answered questions for Council.

Motion: Approve Resolution No. 7511 authorizing staff to submit a project application for the Specified Grant Funds Program.
Moved by Pedro A Chavez, seconded by Carlos Juarez

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

Vice Mayor Chavez requested items 9.C. and 9.G. pulled for separate discussion and vote.

Mayor Cornejo recused from the minutes of April 3, 2024, on item 9.A.

Motion: Approve Consent Calendar items 9. A, B, D, E, F. Mayor Cornejo recused on Item 9.A, minutes for April 3, 2024.

Moved by Carlos Juarez, seconded by Pedro A Chavez

Vote: Motion carried 5-0

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

10) **ACTION ITEMS**

10.A) APPOINTMENTS TO COMMISSIONS AND COMMITTEES

Motion: Approve appointment to Parks & Recreation Commission - Chris Ines-Solis to fill a 3-year term 4/17/2024 - 4/17/2027.

Moved by Pedro A Chavez, seconded by Carlos Juarez

Vote: Motion carried 5-0

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

10.B) CITYWIDE WAYFINDING PROJECT UPDATE AND RECOMMENDATIONS

This item was presented by James Mason, Community & Economic Development Director.

Council provided direction to staff on signage.

Motion: Approve Craftsman style design with the Iconography style to be incorporated into the Craftsman designs for future identification of key city points of interest.

Moved by Pedro A Chavez, seconded by Andy Sobel

Vote: Motion carried 5-0

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

10.C) ADVANCED WATER TREATMENT FACILITY DESIGN REFINEMENT STUDY

Michael Nunley with MKN & Associates presented findings of the Advanced Water Treatment Facility Design Refinement Study.

Motion: Approve staff to proceed with the "Phased Project" implementation of the Advanced Water Treatment Facility Project.

Moved by Andy Sobel, seconded by Carlos Juarez

Vote: Motion carried 5-0

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

10.D) SELECTION OF UNDERGROUND UTILITY DISTRICT PROJECT IN CONJUNCTION WITH THE SOUTHERN CALIFORNIA EDISON "RULE 20A" PROGRAM

This item was presented by Interim City Engineer, Bob Woodward. Council provided staff with direction in conjunction with Southern California Edison on "Rule 20A) program, exploring 10th Street as the first option, and Telegraph as the backup.

10.E) SELECTION OF CLEAN POWER ALLIANCE (CPA) RATES FOR CITY UTILITY ACCOUNTS

This item was presented by Jonathan Royas, Deputy City Manager.

Motion: Approve providing direction to staff on the City's energy rate product selection for identified City accounts and authorize the City Manager to notify the CPA Board of such selection(s).

Moved by Pedro A Chavez, seconded by Andy Sobel

Vote: Motion carried 5-0

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

10.F) MEASURE T OVERSIGHT COMMITTEE GUIDELINES AMENDMENT

Motion: Approve Resolution 7512 amending the Measure T Oversight Committee Guidelines to further refine the definition of "public employee."

Moved by Pedro A Chavez, seconded by Andy Sobel

Vote: Motion carried 5-0

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

11) ITEMS FOR FUTURE AGENDAS

11.A) FUTURE AGENDA ITEMS

Vice Mayor Chavez submitted an Agenda Request Form requesting to remove the existing Cruising Ordinance from the Santa Paula Municipal Code. Staff will place this on a future agenda providing Council with analysis of the California State Law, and the request for City Manager to bring back with an ordinance.

12) ADJOURNMENT

Mayor Cornejo adjourned the meeting at 10:36 p.m.

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH m6 CONSULTING, INC.

Date: May 1, 2024

Agenda Item: 9.B

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute Contract Amendment No. 1 in the amount of \$76,815.00 to the Professional Services Agreement with m6 Consulting, Inc. in a form approved by the City Attorney.

BACKGROUND:

On October 4, 2023 the City Council approved a Professional Services Agreement (PSA) with m6 Consulting for engineering services in support of the Public Works Department and related city engineering services. The scope of these efforts addresses a broad range of engineering administration, capital project development and support and related services essential for the continued function of the Department.

ANALYSIS:

The later portions of 2023 and early 2024 reflected a significant increase in city engineering efforts related to capital improvement project development, inclusive of the Telegraph Road Widening, Harvard/Main Roundabout, Peck/Harvard/Main Traffic Signal, Crosstown Bikeway, SCE Rule 20 Underground, Corporation Street Storm Drain and 6th Street Storm Drain projects. Development of an annual right-of-way encroachment permitting process for all franchise utilities, additional efforts related to the CIP Planning Workshop with related project and budgetary projections, as well as the planning and forecasting for Cycle 2 of the City's Pavement Management Program (PMP) all contributed to additional efforts beyond the baseline of projects and activities anticipated in the scope of work included in the PSA Work Order issued to m6 Consulting. As the cumulative total for the original Work Order and the additional efforts contemplated in the current Amendment exceed \$250,000, City Council approval of Amendment No. 1 is required (Exhibit A). This Amendment will allow for continued city engineering services to support the City through June 30, 2024. The Draft Work Order, incorporating the additional services proposal from m6 Consulting, is attached as Exhibit B.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

Work Order 23-03003 was issued to m6 Consulting on October 18, 2023 for \$249,200.00. Amendment No. 1 proposes an increase of \$76,815.00 for a total contract value not to exceed \$326,015.00.

Account	Description	Orig. Contract	Amended	New Contract
Public Works Engineering Services				
100-5-5011-209	General Engineering - Professional Services - Other	\$ 62,775.00	\$ -	\$ 62,775.00
280-5-5021-209	Gas Tax Engineering - Prof/Contr Svcs-Other	\$ 27,225.00	\$ -	\$ 27,225.00
610-5-5061-209	Sewer Engineering- Prof/Contr Svcs-Other	\$ -	\$ -	\$ -
620-5-5071-209	Water Engineering - Prof/Contr Svcs-Other	\$ -	\$ 23,200.00	\$ 23,200.00
	Total for Engineering Budget	\$ 90,000.00	\$ 23,200.00	\$ 113,200.00
Public Works Capital Project				
104-5-9285-290	Measure T - Slurry Seal Pavement Rehab Program	\$ 31,700.00	\$ 9,260.00	\$ 40,960.00
104-5-9359-290	Gas Tax - Slurry Seal Pavement Rehab Program	\$ 24,300.00	\$ 15,705.00	\$ 40,005.00
281-5-9297-660	Local Transportation TDA - Crosswalk Safety Improvement	\$ 22,400.00	\$ 5,605.00	\$ 28,005.00
620-5-9324-660	Harvard Blvd Water Mainline Replacement	\$ 20,100.00	\$ 5,850.00	\$ 25,950.00
610-5-9286-660	Harvard Blvd Sewer main Replacement	\$ 20,100.00	\$ 5,850.00	\$ 25,950.00
610-5-9227-660	Advanced Reverse Osmosis Treatment Facility	\$ -	\$ -	\$ -
620-5-9108-660	Water Main Replacement Program	\$ 16,400.00	\$ 3,715.00	\$ 20,115.00
620-5-9299-660	Mesa Tank Rehab/Replacement	\$ 16,000.00	\$ 5,025.00	\$ 21,025.00
620-5-9236-290	Crosstown Pipeline Project	\$ 8,200.00	\$ 2,605.00	\$ 10,805.00
	Total for Capital Projects	\$159,200.00	\$ 53,615.00	\$ 212,815.00
Grand Total Budget Balances		\$249,200.00	\$ 76,815.00	\$ 326,015.00

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 m6 Consulting, Inc. Doing so would negatively impact the continuation of city engineering services to the City.

ATTACHMENTS:

[EXHIBIT A - First Amendment PSA_M6 Consulting to 3-Year Agreement.pdf](#)

[EXHIBIT B - Draft Work Order and m6 Proposal.pdf](#)

EXHIBIT A

**First Amendment to the Professional Services Agreement
with m6 Consulting, Inc.**

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SANTA PAULA AND
M6 CONSULTING, INC.**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into this 1st day of May 2024, by and between the CITY OF SANTA PAULA, a general law City and Municipal Corporation existing under the laws of California (“CITY”), and M6 Consulting, Inc.. (“CONSULTANT”).

1. RECITALS. This First Amendment is made with reference to the follow facts and objectives:

- A. On October 4, 2023, the City and Consultant entered into a On-Call Services Agreement (the “Agreement”);
- B. The Agreement authorizes the CITY to utilize the Consultant to provide civil engineering, project manament, traffic engineering and hydrology and stormwater services.
- C. CITY and the Consultant now mutually desire by the First Amendment to the Agreement (“Amendment”) to amend the term of the Agreement as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Section 3.7.14 of the Agreement, the Agreement is amended as follows:

- A. Subsection 3.2.1 of Section 3, entitled “Compensation,” is hereby amended to read as follows:
 - 3.2.1 Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A” attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Twenty Six Thousand Fifteen Dollars and No Cents (\$326,015.00) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. 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.

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SANTA PAULA AND
M6 CONSULTING, INC.**

- 4. LIMITED AMENDMENT.** Except as modified by this Amendment, all other terms and conditions of the Agreement, as amended by this First Amendment, remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the provisions of the Agreement control

This Amendment is executed on and shall become effective this 1st day of May 2024, at Santa Paula, California

CITY OF SANTA PAULA

M6 CONSULTING, INC.

Dan Singer,
City Manager

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Taxpayer ID No.

Seth Merewitz,
Interim City Attorney

**2nd Signature required for Corporations.

EXHIBIT B

Draft Work Order and m6 Consulting, Inc. Proposal

TASK ORDER #2

Issued under **AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**, dated October 4, 2023 and amended by Council on May 1, 2024.

Project Name: **Professional Consulting Services**

Project Number: **N/A**

Consultant Name: **m6 Consulting, Inc.**

Vendor Number:

Contract Number:

Account Number: 620-5-5071-209 (\$23,200), 620-5-9324-660 (\$5,850), 610-5-9286-660 (\$5,850), 620-5-9299-660 (\$5,025.00), 281-5-9297-660 (\$5,605), 620-5-9108-660 (\$3,715), 620-5-9236-290 (\$2,605), 104-5-9359-290 (\$15,705) and 104-5-9285-290 (\$9,260)

Date Prepared: May 1, 2024

Project Description: Provide additional Professional Engineering consulting services to the City of Santa Paula.

Description of Work: The City of Santa Paula authorizes the Consultant M6 Consulting to continue to provide additional support to the Public Works as the Interim City Engineer, for approximately 20 - 40 hours per week. Specific project engineering support will be provided for: Capital Project Support, Project development support, interagency coordination as well as essential responsibilities of the City Engineer. See the attached proposal dated April 12, 2024 for additional information.

Time for Completion: The consultant shall provide additional project management services as needed by the City from May 1, 2024 to June 30, 2024.

Cost Estimate: Task Order # 2 hereby authorizes payment in the amount of \$76,815. The professional services shall be performed on a time and materials basis in accordance with the attached fee proposal. Changes or additional work shall be submitted to the City for review and approval.

Consultant

Robert Woodward,
M6 Consulting, Inc.

Date

Recommended:

Clete Saunier,
Public Works Director

Date

Christy Ramirez,
Finance Director

Date

Dan Singer,
City Manager

Date

For Internal Use Only:

Budgeted ☐ Yes ☐ No

Appropriation Transfer Needed: ☐ Yes ☐ No

Date City Council Approved: _____

Agenda Item No.: _____

Comments: _____



893 Patriot Drive Unit E
Moorpark, California 93021
805 379 1015 Phone

April 12, 2024

Clete J. Saunier
Public Works Director
City of Santa Paula
866 E. Main Street
Santa Paula, CA 93061-0569

**Subject: City of Santa Paula
Interim City Engineer Services
Task Order Proposal**

Dear Clete,

We are providing this proposal to address a continuation of services to support the City in the role of Interim City Engineer.

Scope of services is reasonably consistent with that previously provided to the City. However, in the past year there has been an increase in activity levels of large capital projects, the development of new capital projects, as well as activity related to the federal disaster declarations associated with early season rain events.

The additional efforts noted above, together with efforts related to RFP/RFQ procurement have increased the anticipated allocation of effort at approximately 20-40 hours per week.

Additionally, specific project engineering support and leadership will be provided for the following tasks:

Capital Project Support (Harvard Boulevard, Mesa Tank, Crosstown Pipeline, Water Main Replacement, Pavement Management).

Project development support, including grant funded projects (Crosstown Bikeway Expansion, Harvard/Main Roundabout, Telegraph Road Widening, SCE Rule 20, Crosswalk Projects (Main/SR 150), Peck/Main/Harvard Traffic signal, Peck/Calpipe Extension, support of grant funding requests).

Interagency Coordination (Caltrans, FEMA, County).

It is understood that the nature of the current City Engineering support will continue pending the commencement of the City's future full-time City Engineer.

Anticipated efforts related this Scope of Work (Exhibit "A") are summarized in the following Compensation (Exhibit "B") section, with a breakdown of assumptions of effort in Exhibit "C".

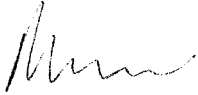
For the purposes of this proposal and cost projection, City Engineering support is assumed to continue through June 30, 2024.

The summary of effort is based on an estimate of hours. Additional support, electronic/telephonic communications and support efforts outside of the days noted, or support by additional m6 staff, are not reflected in this summary. A reimbursable budget has been assigned to this project, to address mileage, reproduction and related direct costs incurred in the course of this assignment.

Should you have any questions or require additional information for your review, please feel free to call me at (805) 379-1015.

Sincerely,

m6 Consulting, Inc.



Robert Woodward, PE, Principal

Exhibit "A"
Client Initials _____

EXHIBIT "A"
SCOPE OF SERVICES PROVIDED BY CITY

Essential Responsibilities for Interim City Engineer

1. Prepares, manages, and updates the Capital Improvement Program (CIP). Plans, budgets, supervises, and directs the execution of capital improvement projects for:
 - Sewer collection system – main replacement, manhole rehab, backup generator
 - Water distribution – main replacement, water meters
 - Water facilities – Tanks, pump stations, emergency generators
 - Streets – pavement rehab, sidewalks, traffic stripes and pavement markings, lighted crosswalks
 - Pavement Management Plan (critical)
2. Oversees Streets Maintenance staff responsible for street, traffic and information signals, printing and application of street markings, striping, lines and directional messages and storm drain maintenance.
3. Supervise administrative staff on the execution of contracts and payments, including
 - Street maintenance contractors
 - 3-year on-call professional consultants
 - Informal bid projects less than \$200k
 - Formal bid projects \$200k and greater
4. Serves as City Engineer overseeing consultant review of private development projects including public works improvements; reviews and signs subdivision maps; and determines and approves engineering standards.
5. Manages and administers contracts for public works projects; reviews and inspects work to ensure compliance with plans and specifications.
6. Participates in the development of the Department's annual budget and CIP budget; validates and approves expenditures and implements budgetary adjustments as appropriate and necessary.
7. Conduct a variety of organizational studies, investigations, utility rate studies, and operational studies; recommends modifications to programs, policies, and procedures as appropriate.

8. Assists in planning, directing, and coordinating the Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates methods and procedures; and meets with public works director to identify and resolve problems.
9. Attends regular and special meetings of the City Council as required. Represents the City on a variety of boards, commissions, and committees. Prepares and presents staff reports and other necessary documents and correspondence.
10. Attends and participates in professional group meetings representing the City; maintains awareness of new trends and developments in the field of public works including legislation, court rulings and professional practices and techniques; and recommends and incorporates new developments as appropriate.
11. Responds to and resolves difficult and sensitive citizen complaints.
12. Works with FEMA and OES staff to coordinate, develop repair/replacement facility designs, cost estimates, and obtain approvals for emergency and remedial project efforts.
13. Upon request, prepares designs, specifications and cost estimates for City repair and capital projects.

EXHIBIT "B"
COMPENSATION
City of Santa Paula

Interim City Engineer Services
Task Order Proposal

City agrees to compensate Consultant for such services as follows:

On an hourly basis, the Tasks outlined in Exhibit "A" above, and per the enclosed staff hours (Exhibit "C"). Staff will be billed based on their functional classification and corresponding hourly rate, as approved by the City.

<u>TASK DESCRIPTION</u>	<u>FEE</u>
Interim City Engineering per Schedule Exhibit "C"	\$73,315.00
Reimbursable	\$3,500.00
Task Order Total:	\$76,815.00

		m6 FY 23/24															
	Position	Rate	Principal Eng	City Eng.	Project Manager	Project Eng.	Hydr. Eng.	Sen. Princ. Hydr. Eng.	Project Designer	PW Insp.	Survey (2 Man Crew)	Admin. Clerical	Struct Eng.	Total Hours	Total Fee (\$)		
	TASK		\$225	\$985	\$0	\$350	\$150	\$165	\$120	\$105	\$250	\$64	\$360				
	City Engineering	620-5-5071-209	30	70		0					0			100	\$19,700		
	Harvard Blvd	620-5-9324-660/610-5-9286-660	15	45		0					0			60	\$11,700		
	Mesa Tank	602-5-9299-660	10	15		15					0			25	\$5,025		
	Sidewalk Repair/Ramp Prog	281-5-9297-290	8	8		15					0			27	\$4,630		
	Waterline Repair/Repl.	620-5-9108-660	5	14		0					0			19	\$3,715		
	Crosstown Pipeline	620-5-9236-290	5	5		8					0			13	\$2,605		
	Pavement Mgmt (Prog)	104-5-9359-290	16	18		65					0			99	\$16,680		
	Pavement Mgmt (Con Support)	104-5-9285-290	4	6		10					50			70	\$9,260		
	Sub Total Hours		63	184	0	75	0	0	0	0	0	0	0	244			
	Total		\$15,525	\$34,040	\$0	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
														Reimbursable	\$73,315		
															\$3,500		
														Total	\$76,815.00		

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PHOENIX CIVIL ENGINEERING FOR THE HARVARD
BOULEVARD WATER AND SEWER PIPELINE REPLACEMENT AND
PAVING REHABILITATION PROJECT

Date: May 1, 2024

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Contract Amendment No. 1 to the Professional Services Agreement with Phoenix Civil Engineering in a form approved by the City Attorney.
2. Approve budget adjustments as shown in Table 3 of the Staff Report to allocate \$165,252.80 in funds from the Water Replacement Program and Harvard Sewer Replacement Program to the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project, to complete the necessary funding of \$1,365,435.80 needed for this contract.

BACKGROUND:

On December 15, 2021 the City Council approved plans and specifications for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project (Project). The Project, which contemplates the replacement of 9,000 lineal feet of new water main, 8,000 lineal feet of sewer main and 725,000 square feet of pavement on Harvard Boulevard over an 18-month period, is currently in construction.

On June 15, 2022, the City Council approved a Professional Services Agreement with Phoenix Civil Engineering (Phoenix) for \$979,380 for construction management, materials testing, and associated construction period services for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project.

On March 6, 2024, the City Council approved budget adjustments and allocations for the Harvard Boulevard Project. A portion of these additional funds were intended for professional services and staff identified that this item would be brought before City Council at a future time.

Several delays have been experienced through the duration of the construction phase of this

project. These are primarily caused by having encountered numerous unmarked and unknown utilities, poor soil conditions that exist on the west side of town that has been affecting the production of construction, and major weather impacts which prevent working during rain events. The following is a summary of project issues which correlate to schedule impacts:

- 30+ working days due to inclement weather. Inclement weather is a rain event where no work is performed by the Contractor.
- 16 working days due to initial project work suspension for holiday period on Acacia Road to not subject the residents on the narrow street with construction activities over the holidays.
- 31+ working days to revise the design plans to address the existing utility pothole information conflicts.
- 21+ working days of additional work that was requested to be performed through field orders. Some of these are replacing water services, replacing broken water valves, etc.

ANALYSIS:

Over the course of the construction of the project, additional scope and project duration has been added to the construction project. The approved scope of work for Phoenix specified eighteen (18) months of construction and five (5) months for administrative and close-out activities. At present the project is currently in its 20th month of construction. Phoenix spent four (4) months in the beginning of the project for coordination and early submittal review. Phoenix is requesting a contract extension through October 2024 to cover the additional construction and office time, including administrative project close-out activities after construction is complete (Exhibit A).

The additional effort includes:

- Submittal and RFI reviews have exceeded the amount specified in the proposal.
- The original approved contract duration was 18 months of construction. The current construction estimate of completion is 24 months.
- The contractor has elected to utilize two crews to expedite the work, rather than working linearly. While this has many benefits to the overall timeframe, Phoenix did not budget for two full-time inspectors.
- Throughout the project there have been numerous unforeseen issues due to mislocated or unknown utilities and contractor complications. These issues have increased the amount of time that Phoenix has had construction inspectors onsite, as well as after-hours coordination and redesign.
- The increased duration and delays have also increased the number of mobilizations and on-site time required for the geotechnical materials testing firm.
- It has been necessary to repair water pipelines and laterals (not part of the original scope) during the project that were either damaged or as requested by the City.
- This effort has required detailed design and additional inspection.
- The City has requested the addition of bicycle shared lane markings and bike specific signage be added to Harvard Blvd. The design of this shared bicycle/vehicle lane environment has been completed and added to the current project plan set.

Due to the extended time that the waterline installation required, Union Materials Testing will also require an additional budget for geotechnical materials testing for the remainder of the project. Phoenix will coordinate and manage the inspection.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

Amendment No. 1 to Phoenix Civil Engineering for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project proposes an increase of \$386,055.80 for a total of \$1,365,435.80 (Exhibit B). The total project budget is shown in Table 1 below. The contract amendment breakdown by fund is shown in Table 2. Amendment No. 1 is contingent upon City Council approval of the required budgetary allocations and adjustments reflected in Table 3.

Table 1: Project Construction Costs

Description	Original Amount	Project Increase (Approved 3/6/24)	Project Increase (New Request)	Total Project Costs
Construction	16,278,052	0	0	16,278,052
Management	979,380	220,803	165,253	1,365,436
Contingency	813,903	572,819	0	1,386,722
Total	18,071,335	793,622	165,253	19,030,210

Table 2: Phoenix Contract (Project Management) Breakdown

2023-2025 CIP Program	Account	Original Contract Amount	Contract Adjustments	Requested Amendment	Total Contract Amount
SB1 Streets	283-5-9285-660	137,113	0	220,803	357,916
Water Main Replacement	620-5-9108-660	381,958	(381,958)	0	0
Sewer Pipeline Rehabilitation	610-5-9215-660	460,309	(460,309)	0	0
Harvard Blvd Project	610-5-9386-660		460,309	99,152	559,461
Harvard Blvd Project	620-5-9386-660		381,959	66,101	448,060
		979,380	0	386,056	1,365,437

Table 3: Budget Adjustments Needed in order to fund the new project increase request of \$165,253

2023-2025 CIP Program	Account	Decrease	Increase
Harvard Boulevard Project	620-5-9386-660		\$66,101.12
Harvard Boulevard Project	610-5-9386-660		\$99,151.68

Water Main Replacement Program	620-5-9108-660	\$66,101.12
Harvard Sewer Replacement	610-5-9286-660	\$99,151.68

OPTIONS:

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

1. Do not approve Amendment No. 1 to the Professional Service Agreement with Phoenix Civil Engineering for additional inspection services. Doing so would negatively impact this important project by not providing construction management and inspection of the pipelines and their appurtenances as well as the street improvements for Harvard Boulevard.

ATTACHMENTS:

[EXHIBIT A - Phoenix Civil Engineers Proposal.pdf](#)

[EXHIBIT B - Amendment No. 1 to Phoenix Civil Engineers PSA.pdf](#)

EXHIBIT A

Phoenix Civil Engineers Amendment Proposal



Phoenix Civil Engineering, Inc.

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

Mr. Bob Woodward, PE
Interim City Engineer
City of Santa Paula
866 E. Main St.
Santa Paula, CA 93060

April 11, 2024

City of Santa Paula –Construction Phase Services for the Harvard Blvd. Waterline Replacement and Paving Projects – Fee Amendment No. 1

Dear Bob-

This proposal is for additional construction management services for the City of Santa Paula Public Works Department (PWD) for the Water and Sewer Pipeline Replacement and Pavement Projects within Harvard Blvd from 10th Street to Peck Rd. Over the course of the construction additional scope and project duration has been added to the construction project. The additional effort includes:

- Submittal and RFI reviews have exceeded the amount specified in the proposal.
- The original approved contract duration was 18 months of construction. The current construction estimate of completion is 24 months.
- The contractor has elected to utilize two crews to expedite the work, rather than working linearly. While this has many benefits to the overall timeframe, Phoenix did not budget for two full-time inspectors.
- Throughout the project there have been numerous unforeseen issues due to mislocated or unknown utilities and contractor complications. These issues have increased the amount of time that Phoenix has had construction inspectors onsite, as well as after-hours coordination and redesign.
- The increased duration and delays have also increased the number of mobilizations and on-site time required for the geotechnical materials testing firm.
- It has been necessary to repair water pipelines and laterals (not part of the original scope) during the project that were either damaged or as requested by the City. This effort has required detailed design and additional inspection.
- The City has requested the addition of bicycle shared lane markings and bike specific signage be added to Harvard Blvd. The design of this shared bicycle/vehicle lane environment has been completed and added to the current project plan set.

As directed early in the project, Phoenix has been utilizing the approved funds for both original scope and out of scope work in an effort to keep the project moving. Specific Scope changes are listed below:

- **Project Duration:**
 - The approved scope of work specified eighteen (18) months of construction and five (5) months for administrative and close-out activities. The project is

currently in its 20th month of construction. Phoenix spent four (4) months in the beginning of the project for coordination and early submittal review. Phoenix is requesting a contract extension through October 2024 to cover the additional construction and office time.

- **Phase 3: Construction Phase Services**

- Task 3.0 – Design Services During Construction (included in FO/RFIs/COs)
 - Phoenix assisted with utility conflicts in the field that were not known prior to construction. These utilities required additional meetings, preparation of exhibits and coordination with contractor and agency representatives to redesign the sewer pipeline alignment to accommodate the conflicts.
 - Additionally, gas and SCE utilities were found that required additional design and coordination to discuss relocating those utilities and redesigning the current alignment for sewer within Acacia Dr.
 - Prepared drawings and clarifications for the utility conflicts.
 - Phoenix assisted with utility conflicts in the field that were not known prior to construction associated with the Palm Ave storm drain as well as accommodating the contractor identified constructability changes.
 - Coordinated with the Contractor on providing the information for the County As-Built of the two bore/jack casing pipes at the VCWPD Fagan channel at Steckel Drive as well as redesigning the pipeline to coordinate with unknown utility conflicts.
 - Phoenix assisted with utility conflicts in the field that were not known prior to construction. These utilities required additional meetings, preparation of exhibits and coordination with contractor and agency representatives to redesign the alignment as designed. Continued coordination with SCE and SCGas has been ongoing.
 - Coordinated overtime and effort associated with damage to the existing water line on Steckel Drive and Santa Anna St as well as at Harvard Blvd and Laurie Lane, Acacia Drive and Vernon Street.
 - Additionally, gas and SCE utilities were found that required additional design and coordination to discuss moving those utilities and redesigning the current alignment for sewer within Acacia Dr. and Steckel Dr., Palm Ave and 7th Street. Prepared drawings and clarifications for the utility conflicts and Manhole conflict.
 - Coordinated with the Contractor on providing a new alignment for the waterline at their request.

- Coordinated with City and Contractor to design around unknown manhole structure discovered in Harvard.
 - Additional redesign work associated with the water line was required in the Peck Rd. intersection to avoid existing utilities and additional traffic control planning to minimize the impact to the community, within the Harvard and Peck Rd. intersection. This involved engineering design, coordination and drafting.
 - Additional Contractor generated traffic control plan reviews (71 submittals and resubmittals)
 - Additional design and research took place for the addition of the bike lane markings and signage to the project.
- Task 3.1 – Meetings and Site Visits
 - 26 additional weekly meetings
 - Utility coordination meetings (SCE and The Gas Co.)
 - Task 3.2 - Submittal Review
 - 100 submittal reviews (50 with 2 reviews each) were included in the original proposal. 195 individual submittals have been reviewed to date.
 - 20 additional submittals have been added above this amount as the Contractor is still providing submittals for certain activities.
 - Task 3.3 - Requests for Information (RFIs)
 - 40 RFI responses were included in the original proposal. 50 RFIs have been reviewed to date.
 - 10 additional submittals have been added as the project work has not been completed.
 - Task 3.4 – Work Change Directives (WCDs) and Change Orders
 - 20 field orders/work change directives were included. 35 field orders/work change directives have been reviewed. 13 change orders were included and 6 have been completed to date. 137 details and drawings have been updated and changed.
 - 10 additional FO/CO have been added for future efforts/changes. 30 additional details and plan sheets have been included for updates.
 - Task 3.5 – Construction Management
 - Two inspectors will continue to inspect the water, sewer and pavement installation. The construction inspection includes 2 inspectors for 5 months (through sewer/water) and 1 inspector through month 6 (through paving). Their time has been estimated based on the last three months of sewer/water construction.
 - Additional time spent on utility repairs.

- Additional time spent on over-time for unforeseen issues and line breaks.
- Additional overtime associated with the contractor working late due to their failure to plan accordingly or unforeseen conditions.
- Task 3.6 – Materials Testing
 - Additional mobilizations and inspection effort. UMT included 195 mobilizations per the approved proposal. UMT has performed 217 mobilizations and has been onsite 228 hours beyond what was planned.
 - Addition of six (6) months of testing and inspection has been added.
- Task 3.7 – Public Outreach
 - Increased amount of public interaction and coordination due to utility closures.

Fee (breakdown on next page):

We have maintained the budget with two inspectors and the out of scope work for 18.5 months (partial month of March) of construction.

Current Contract: \$979,380

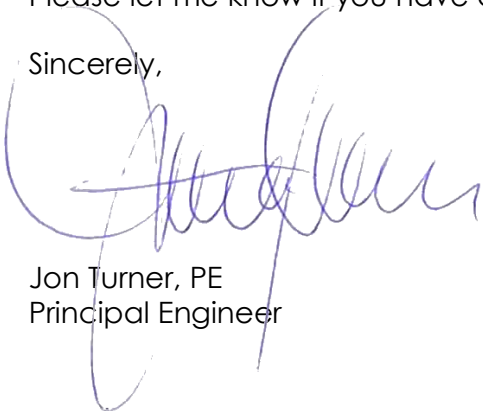
Amendment: \$386,055.80

Proposed Contract: \$1,365,435.80

I appreciate the opportunity to submit this proposal to assist you with this City project. It is our understanding that this work will be added as a part of the current construction phase services contract for the scope of work and fee shown. We also acknowledge that if the Contractor completes the project sooner than anticipated, we will not need to invoice for the assumed level of effort shown above.

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

Sincerely,



Jon Turner, PE
Principal Engineer

Phoenix Civil Engineering, Inc. Amendment 1 Fee Breakdown

Phoenix Civil Engineering, Inc. Fee Proposal						
Harvard Infrastructure Project						
Construction Phase Services						
Task Description		Phoenix Total Labor Cost	UTM	10% Markup	Subconsultant Total	Total Task
Task 3.1	Meetings Site Visits	\$7,067.50		\$0.00	\$0.00	\$7,067.50
Task 3.2	Submittal Review	\$16,520.00		\$0.00	\$0.00	\$16,520.00
Task 3.3	RFI	\$16,885.00		\$0.00	\$0.00	\$16,885.00
Task 3.4	WCD Change Orders	\$13,805.00		\$0.00	\$0.00	\$13,805.00
Task 3.5	Construction Management	\$246,425.00		\$0.00	\$0.00	\$246,425.00
Task 3.6	Materials Testing/Inspection	\$0.00	\$74,003.00	\$7,400.30	\$81,403.30	\$81,403.30
Task 3.7	Public Outreach	\$3,950.00		\$0.00	\$0.00	\$3,950.00
		\$304,652.50	\$74,003.00	\$7,400.30	\$81,403.30	\$386,055.80

EXHIBIT B

**Amendment No. 1 to Professional Services
Agreement with Phoenix Civil Engineering,
Inc. for the Harvard Boulevard Water and
Sewer Pipeline Replacement and Pavement
Rehabilitation Project**

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

THIS FIRST AMENDMENT (“Amendment”) is made and entered into this 1st day of May 2024, by and between the CITY OF SANTA PAULA, a general law City and Municipal Corporation existing under the laws of California (“CITY”), and Phoenix Civil Engineering, Inc. (“CONSULTANT”).

- 1. RECITALS.** This First Amendment is made with reference to the follow facts and objectives:
 - A. On February, 2022, the City and Consultant entered into an agreement for the Construction Phase Services for the Harvard Blvd. Water and Sewer Replacement and Pavement Rehabilitation Project (the “Agreement”);
 - B. The Agreement authorizes the CITY to utilize the Consultant to provide construction management services for the Harvard Blvd. Water and Sewer Replacement and Pavement Rehabilitation Project;
 - C. CITY and the Consultant now mutually desire by the First Amendment to the Agreement (“Amendment”) to amend the term of the Agreement as set forth below.
- 2. AMENDMENT.** In consideration of the foregoing and pursuant to Section 3.7.14 of the Agreement, the Agreement is amended as follows:
 - A. Subsection 3.2.1 of Section 3, entitled “Compensation,” is hereby amended to read as follows:
 - 3.2.1 Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A” attached hereto and incorporated herein by reference. The total compensation shall not exceed One Million Three Hundred Sixty Five Thousand Four Hundred Thirty Five Dollars and Eighty Cents (\$1,365,435.80) 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. 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.

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

- 4. LIMITED AMENDMENT.** Except as modified by this Amendment, all other terms and conditions of the Agreement, as amended by this First Amendment, remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the provisions of the Agreement control

This Amendment is executed on and shall become effective this 1st day of May 2024, at Santa Paula, California

CITY OF SANTA PAULA

PHOENIX CIVIL ENGINEERING, INC.

Dan Singer,
City Manager

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Taxpayer ID No.

Seth Merewitz,
Interim City Attorney

**2nd Signature required for Corporations.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: WATER RECYCLING FACILITY CHEMICAL SUPPLY AGREEMENT

Date: May 1, 2024

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute a 3-year contract with Aquapulse Chemicals for the supply and delivery of sodium hypochlorite and citric acid for the Santa Paula Water Recycling Facility.

BACKGROUND:

The Santa Paula Water Recycling Facility (WRF) entered service in 2010 and has been in continuous service since. Part of the treatment process involves using Membrane Bio-Reactor (MBR) Filtration Modules that utilize sodium hypochlorite and citric acid to assist in their filter membrane cleaning efforts.

ANALYSIS:

The estimated annual usage for sodium hypochlorite is approximately 6,000 gallons per year and for citric acid is approximately 4,000 pounds per year. The estimated amounts vary based on flow rate and water quality. To ensure compliance with the effluent requirements set forth in the Waste Discharge Requirement (WDR) Order No. R4-2018-0022-A01, the chemicals are used for both maintenance and recovery cleaning procedures of the MBR modules. The current sodium hypochlorite in use is Starchlor – 12.5% and current citric acid is Citric Acid Solution 50% both by Northstar Chemical which have demonstrated satisfactory performance.

City staff advertised a request for proposals for chemical supply and delivery on February 6, 2024. Five proposals were received and opened on February 8, 2024. Below are the companies that responded to the bid:

- Aquapulse Chemicals LLC
- Chemrite, Inc.
- JCI Jones Chemicals Inc.(submitted a “no bid”)
- Northstar Chemical
- Univar Solutions USA LLC.

The weighting used for comparing bids balanced cost and qualification factors, each accounting for 50% of the evaluation. Notably within the cost criteria, equal weight was given to initial pricing and maximum percentage increase to evaluate both immediate affordability and long-term cost sustainability. The results of the lowest bidder are as follows:

Aquapulse is proposing a price of \$2.77 per gallon of sodium hypochlorite with a delivery fee of \$100 per delivery. Estimating 6,000 gallons and three deliveries per year of sodium hypochlorite, the yearly cost is approximately \$16,920. Additionally, a price of \$1.02 per pound of citric acid along with the \$100 delivery fee, the yearly cost is approximately \$4,280 (estimated 4,000 pounds per year and two deliveries per year). Aquapulse also included a maximum percentage increase for both sodium hypochlorite and citric acid, 11% respectively. Comparatively, only two other bidders provided a maximum increase percentage, with one exceeding Aquapulse’s rate and the other offering a lower range rate. Despite the differences in maximum increase, Aquapulse emerged as the lowest bidder. Currently the City pays \$3.25 per gallon of sodium hypochlorite and \$1.70 per pound of citric acid with a \$60 delivery fee.

City staff have verified that Aquapulse Chemicals is in good standing with the state, allowing them to conduct business in California. This verification ensures the contractor's credibility and compliance with necessary legal requirements. Aquapulse’s qualifications were confirmed through reference checks and verification of work experience.

Staff finds the contract prices submitted by Aquapulse is an acceptable price that is responsive and meets the requirements of the request for proposals.

STRATEGIC PLAN:

Infrastructure, Transportation & Mobility

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

This contract will facilitate the continued operation of wastewater collections and treatment for City residents and businesses.

FISCAL IMPACTS:

This project will be funded from the Sewer Enterprise Fund’s Operations and Maintenance budget.

Fund	CIP Project	Account Number
Sewer Enterprise	Water Recycling Facility- Operations and Maintenance	610-5-5063-228

Costs for supply and delivery of sodium hypochlorite and citric acid during the three-year term not to exceed \$50,000 per year. The contract effective date will be May 1, 2024, so the contract will start in the 23-24 fiscal year and conclude in the 26-27 fiscal year. The allocations for the 23-24 and 26-27 fiscal years will be prorated based on the effective date of the contract as described in the table below:

Fiscal Year	Allocation
2023-2024 ¹	\$8,400
2024-2025	\$50,000
2025-2026	\$50,000
2026-2027 ²	\$41,600
Note:	

(1): Calculated as: \$4,166.67/month * 2 months in FY23/24, or 16.7% of \$50,000.

(2): Calculated as: \$4,166.67/month * 10 months in FY26/27, or 83.2% of \$50,000.

Based on the unit pricing provided by Aquapulse and assuming the maximum annual increase of 11% as indicated in their bid, unit pricing over the course of the 3-year contract shall not exceed the following:

Contract Year	Maximum Cost of NaCl/gal	Maximum Cost of Citric Acid/lb
May 1, 2024 – April 30, 2025	\$2.77	\$1.02
May 1, 2025 – April 30, 2026	\$3.07	\$1.13
May 1, 2026 – April 30, 2027	\$3.41	\$1.26

OPTIONS:

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

1. Do not authorize the City Manager to execute a chemical supply and delivery contract with Aquapulse Chemicals for services at the Water Recycling Facility. This will halt plant operations and place the City out of compliance with its NPDES permit.

ATTACHMENTS:

[Exhibit A - Water Recycling Facility Chemical Supply Bid Tabulation.pdf](#)

[Exhibit B - Water Recycling Facility Chemical Supply Agreement.pdf](#)

EXHIBIT A

Water Recycling Facility Chemical Supply Bid Tabulation

Project Name:	Chemical Supply for Santa Paula Water Recycling Facility	
City, State:	Santa Paula, CA	
Bid Opening Date:	2/6/2024	
Chemical Supply for Santa Paula Water Recycling Facility Bid Results		
Bidders	Price Proposals	
	Cost of NaCl/gal	Cost of Citric Acid/lb
Univar Solutions	\$2.96	\$1.59
Northstar Chemical	\$3.20	\$1.55
Chemrite, Inc.	-	\$1.28
Aquapulse Chemicals	\$2.77	\$1.02
JCI	-	-

EXHIBIT B

Water Recycling Facility Chemical Supply Agreement

**CITY OF SANTA PAULA
SUPPLY SERVICES AGREEMENT WITH
AQUAPULSE CHEMICALS LLC**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of May, 2024, 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 Aquapulse Chemicals LLC, a LIMITED LIABILITY COMPANY,], with its principal place of business at 1230 E. 5th Street, Oxnard, CA 93060 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain supply services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing supply of bulk sodium hypochlorite and citric acid services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Chemical Supply for Santa Paula Water Recycling Facility project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the bulk sodium hypochlorite necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May , 2024 to April 16, 2027, 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. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Eight Thousand Four Hundred Dollars (\$8,400.00) and no cents for FY 2023-2024, Fifty Thousand Dollars and no cents (\$50,000.00) for FY 2024-2025, Fifty Thousand Dollars and no cents (\$50,000.00) for FY 2025-2026, and Forty One Thousand Six Hundred Dollars and no cents for FY 2026/2027 (\$41,600.00) for a total of One Hundred Fifty Thousand Dollars and no cents (\$150,000.00) for the three year term of this agreement without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Marc Caprial, Operations Manager

3.3.5 City's Representative. The City hereby designates Clete Saunier, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Marc Caprial,, Operations Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such

licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA

requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

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

3.3.11 Insurance

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must

include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: Aquapulse Chemicals LLC
1230 E. 5th Street
Oxnard, CA 93060
ATTN: Marc Capiral, Operations Manager

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall

indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
AQUAPULSE CHEMICAL LLC**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

AQUAPULSE CHEMICAL LLC

Approved By:

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

Dan Singer,
City Manager

Approved as to Form:

By: _____

Its: _____

Seth Merewitz,
Interim City Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

Julie Latshaw,
City Clerk

Printed Name: _____

**EXHIBIT "A"
SERVICES,
EXHIBIT "B"
COMPENSATION,
AND EXHIBIT "C"
COMPENSATION**

REQUEST FOR PROPOSALS

IV. FORMS

**Form A: Signature Affidavit**

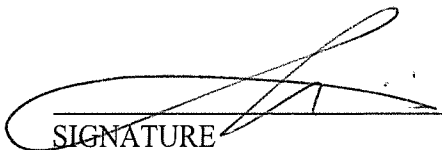
This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the attached Proposal and pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

AQUAPULSE CHEMICALS LLC
COMPANY NAME


SIGNATURE

2/05/24
DATE

Marc Capiral
PRINT NAME OF PERSON SIGNING

REQUEST FOR PROPOSALS



Form B: Receipt of Forms and Submittal Checklist

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit	MC	
Form B: Receipt of Forms and Submittal Checklist	MC	
Form C: Vendor Profile	MC	
Form D: References	MC	
Form E: Insurance Requirements	MC	
Form F: Fee Proposal	MC	
MSDS for each chemical	MC	
Section III Required Information	MC	

AQUAPULSE CHEMICALS LLC
VENDOR NAME

REQUEST FOR PROPOSALS



Form C: Vendor Profile/Qualifications

This form must be returned with your response.

COMPANY INFORMATION

Company Name (Make sure to use your complete, legal company name.) AQUAPULSE CHEMICALS LLC			
FEIN (If FEIN is not applicable, SSN collected upon award.) 47-2164849			
Contact Name (Able to answer questions about proposal.) MARC CAPIRAL		Title OPERATIONS MANAGER	
Telephone Number (818) 631-1829		Fax Number	
Email MCAPIRAL@AQUAPULSECHEMICALS.COM			
Address 1230 E. 5th ST	City OXVARD	State CA	Zip 93030

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

Contact MARC CAPIRAL		Title OPERATIONS MANAGER	
Telephone Number (818) 631-1829		Fax Number	
Email MCAPIRAL@AQUAPULSECHEMICALS.COM			
Address 1230 E. 5th ST	City OXVARD	State CA	Zip 93030

REQUEST FOR PROPOSALS



Form D: References

This form must be returned with your response.

Reference # 1 – Client Information			
Company Name New Indy Containerboard LLC			
Contact Name Wendi Mejia			
Address 5936 Perkins Road	City Oxnard	State CA	Zip 93033
Telephone Number (805) 986-3881		Fax Number	
Email wendi.mejia@new-indycb.com			
Contract Period 2020 - Present	Year Completed Ongoing	Total Cost	\$300K/yr
Description of the Performed Work Supply Sodium Hypochlorite			

Reference # 2 – Client Information			
Company Name Taylor Farms			
Contact Name Robert Mendez			
Address 4575 W. Main St.	City Guadalupe	State CA	Zip 93434
Telephone Number (800) 731-7388		Fax Number	
Email robmendez@Taylorfarms.com			
Contract Period 2017 - Present	Year Completed Ongoing	Total Cost	\$200K/yr
Description of the Performed Work Supply Sodium Hypochlorite			

REQUEST FOR PROPOSALS

Reference # 3 – Client Information			
Company Name <u>Ready Pac Foods Inc</u>			
Contact Name <u>Steve Shimada</u>			
Address <u>4401 N. Foxdale Ave.</u>	City <u>Irwindale</u>	State <u>CA</u>	Zip <u>91706</u>
Telephone Number <u>(626) 856-8686</u>		Fax Number	
Email <u>steve.shimada@bondville.com</u>			
Contract Period <u>2017 - Present</u>	Year Completed <u>Ongoing</u>	Total Cost	<u>\$900K / Year</u>
Description of the Performed Work <u>Supply Sodium Hypochlorite, Citric Acid and Calcium Chloride</u>			

REQUEST FOR PROPOSALS

PRIOR WORK

Has your organization ever performed work for the City of Santa Paula?

Yes
No

If yes, please specify scope of work:

--

WORK EXPERIENCE

Project	Location	Type of Service	Total Amount of Contract	Completion Date	Name/Phone of Owner or Other References
New Indy LLC	Oxnard	Chemical Provider	varies	Ongoing	wendi - 805-986-3881
Taylor Farms	Guadalupe	chemical provider	Varies	ongoing	Robert - 800-731-7388
Ready Pac Foods	Inwindale	chemical provider	Varies	ongoing	stere - 626-856-8686
City of Santa Barbara	Santa Barbara	chemical provider	Varies	ongoing	Pory - 714-924-2631
City of Santa Maria	Santa Maria	Chemical Provider	Varies	ongoing	Pudy - 805-925-0951

KEY PROJECT PERSONNEL INFORMATION

Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years of Experience	Education (Degrees, Certificates)	Other Relevant Experience and/or Qualifications
Duane Hartman	Driver/operator	8 years	Class A	Hazmat endorsed
Gary Olson	Driver/operator	2 years	Class A	Hazmat endorsed

REQUEST FOR PROPOSALS

JUDGEMENTS AND CLAIMS

Are there any judgements, claims or suits pending our outstanding against you or your organization? Yes ☒ No

If yes, please explain:

DISPUTES REGARDING LIENS

Has any owner or higher-tier contractor with whom your business has had a contract ever disputed a claim of lien filed by you or your organization? Yes ☒ No

If yes, please explain:

LEGAL INFRACTIONS

Have you or your organization been cited and/or fined for failure to comply with federal or state regulations and/or statues in the past two years? Yes ☒ No

If yes, please explain:

REQUEST FOR PROPOSALS

**Form E: Insurance Requirements**
INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH BID]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance shall be deemed "primary" such that any other insurance that may be carried by the City shall be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer shall provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and shall comply with these insurance requirements if it is selected as the City's bidder. Failure to return this form may render the bidder's bid as non-responsive.

2/05/24

Date

Bidder

Marc Capira

AQUAPULSE CHEMICALS LLC

Name of the Company

REQUEST FOR PROPOSALS



Form F: Cost Proposal

COST PROPOSAL SCHEDULE
[MUST BE SUBMITTED WITH BID]

Estimated annual usage is approximately 6,000 gallons sodium hypochlorite per year and 4,000 lbs citric acid per year but varies based on flow rate and water quality. This is not a guaranteed quantity and is subject to change based on the facility's operating conditions. Orders will be on an as-needed basis.

Cost of sodium hypochlorite per gallon: \$ 2.77

Cost of delivery to Santa Paula Water Recycling Facility (per gallon), including hauling, shipping, onsite handling, taxes, and any additional fees: \$ 100

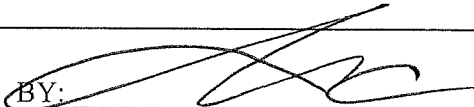
Maximum Percentage Increase in Total Cost per Gallon per Year: 11 %

Cost of citric acid per pound: \$ 1.02

Cost of delivery to Santa Paula Water Recycling Facility (per pound), including hauling, shipping, onsite handling, taxes, and any additional fees: \$ 100

Maximum Percentage Increase in Total Cost per Pound per Year: 11 %

NOTE: Faxed costs are not acceptable. It shall be understood that the costs will be factored into a total for comparison.

BY: <u></u> SIGNATURE	DATE: <u>2/02/24</u>
TITLE: <u>Operations Manager</u>	
BY: _____ SIGNATURE	DATE: _____
TITLE: _____	
COMPANY NAME: <u>AQUAPULSE CHEMICALS LLC</u>	
NOTE: Two (2) signatures required for corporations.	

1. Identification

Product identifier

Other means of identification APC Aqua-Chlor Sodium Hypochlorite 12.5%

Product code

Synonyms 15015

Recommended use Bleach, Hypo, Hypochlorite, Liquid Chlorine Solution

Recommended restrictions Sanitizing Agent; Manufacturing use product
None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name AquaPulse Chemicals

Address 1230 E. 5th Street

Oxnard, CA 93030

United States

Telephone General Assistance 855-288-5499

Website aquapulsechemicals.com

E-mail support@aquapulsechemicals.com

Emergency phone number CHEMTREC 800-424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Skin corrosion/irritation Category 1

Serious eye damage/eye irritation Category 1

Environmental hazards Hazardous to the aquatic environment, acute hazard Category 1

Hazardous to the aquatic environment, long-term hazard Category 1

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Very toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention

Do not breathe mist or vapor. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection.

Response

If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Specific treatment (see this label). Wash contaminated clothing before reuse. Collect spillage.

Storage

Store locked up.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	Weight %
SODIUM HYPOCHLORITE	Bleach	7681-52-9	12.5
Sodium Hydroxide	Caustic Soda	1310-73-2	0.2

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain, rinse skin thoroughly Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SOS.
Methods and materials for containment and cleaning up	This product is miscible in water. This material is classified as a water pollutant under the Clean Water Act and should be prevented from contaminating soil or from entering sewage and drainage systems which lead to waterways. Large Spills: Stop the flow of material, if this is without risk. Use water spray to reduce vapors or divert vapor cloud drift. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SOS.

Environmental precautions Avoid release to the environment. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground. Inform appropriate managerial or supervisory personnel of all environmental releases.

7. Handling and storage

Precautions for safe handling Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Avoid release to the environment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SOS).

8. Exposure controls/personal protection

Occupational exposure limits

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
------------	------	-------

SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3
--	------	---------

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing.

Respiratory protection In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance Clear, colorless liquid

Physical state Liquid.

Form Liquid.

Color Pale yellow

Odor Bleach

Odor threshold Not available.

pH 11.2 - 11.4 in a 1% solution

Melting point/freezing point -9.94 °F (-23.3 °C)

Initial boiling point and boiling range Not available.

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper(%) Not available.

Vapor pressure	12.1 mm Hg @20°C
Vapor density	2.61
Relative density	1.2 g/ml @20°C
Solubility(ies)	
Solubility (water)	Infinite
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	230 °F (110 °C)
Viscosity	1.75 - 2.5 cP
Other information	
Density	2.13 g/cm ³ estimated
Molecular formula	NaOCl
Molecular weight	74.5 g/mol
Specific gravity	2.13 estimated

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Avoid temperatures exceeding the decomposition temperature. Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
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Information on toxicological effects

Acute toxicity

Components	Species	Test Results
SODIUM HYPOCHLORITE (CAS 7681-52-9)		
<u>Acute</u>		
Oral		
LD50	Mouse	5800 mg/kg
	Rat	8.91 g/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity Very toxic to aquatic life with long lasting effects.

Components	Species	Test Results
SODIUM HYPOCHLORITE (CAS 7681-52-9)		
Aquatic		
Fish	LC50 Chinook salmon (<i>Oncorhynchus tshawytscha</i>)	0.038 - 0.065 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number UN1791

UN proper shipping name Hypochlorite solution

Transport hazard class(es)

Class 8

Subsidiary risk

Packing group III

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Special provisions 8, 146, 335, 1B3, T4, TP1, TP29

Packaging non bulk 203

Packaging bulk 241
ERG number 154

Inside containers 1.3 gallons or less DOT classification: Consumer commodity (ORM-D). In containers greater than 1.3 gallons DOT proper shipping name: UN1791, Hypochlorite Solutions., 8, III RQ: 100lbs (45.4kg) or 80 gallons (based on 12.5% active ingredient)

IATA

UN number UN1791
UN proper shipping name Hypochlorite solution
Transport hazard class(es)

Class 8

Subsidiary risk

Packing group III

Environmental hazards Yes

ERG Code 154

Special precautions for user Read safety instructions, SOS and emergency procedures before handling.

Other information

Passenger and cargo aircraft Allowed with restrictions.

Cargo aircraft only Allowed with restrictions.

IMDG

UN number UN1791
UN proper shipping name Hypochlorite solution, MARINE POLLUTANT
Transport hazard class(es)

Class 8

Subsidiary risk

Packing group III

Environmental hazards

Marine pollutant Yes

Ems Not available.

Special precautions for user Read safety instructions, SOS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not established.

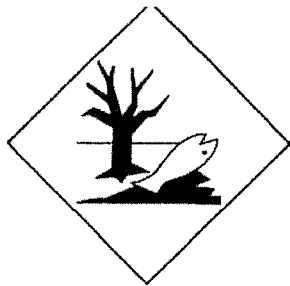
DOT



IATA; IMDG



Marine pollutant



General information

DOT Regulated Marine Pollutant. IMDG Regulated Marine Pollutant.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SODIUM HYPOCHLORITE (CAS 7681-52-9) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes

Delayed Hazard - No

Fire Hazard - No

Pressure Hazard - No

Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SOWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

SODIUM HYPOCHLORITE (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

SODIUM HYPOCHLORITE (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

SODIUM HYPOCHLORITE (CAS 7681-52-9)

US. Rhode Island RTK

SODIUM HYPOCHLORITE (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Version#	01
Disclaimer	Miles Chemical Company, Inc. cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

Safety Data Sheet

CITRIC ACID 10-50%

Version 1.4

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CITRIC ACID 10-50%

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
 Downers Grove, IL 60515
 United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
 E-mail: SDSNA@univarsolutions.com
 SDS Requests: 1-855-429-2661
 Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Eye irritation : Category 2A

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : H319 Causes serious eye irritation.

Precautionary statements : **Prevention:**
 P264 Wash skin thoroughly after handling.
 P280 Wear eye protection/ face protection.
Response:
 P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P337 + P313 If eye irritation persists: Get medical advice/ attention.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous components

Safety Data Sheet

CITRIC ACID 10-50%

Version 1.4

CAS-No.	Chemical name	Weight percent
77-92-9	Citric acid	10 - 50
Actual concentration is withheld as a trade secret		
77-92-9	Citric acid	50 - 70

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of eye contact : Immediately flush eye(s) with plenty of water.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.

SECTION 5. FIREFIGHTING MEASURES

- Unsuitable extinguishing media : High volume water jet
- Hazardous combustion products : No hazardous combustion products are known
- Further information : Standard procedure for chemical fires.
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent further leakage or spillage if safe to do so.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

Safety Data Sheet

CITRIC ACID 10-50%

Version 1.4

SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Contains no substances with occupational exposure limit values.

Personal protective equipment

- Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

- Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.
- Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.
- Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.
- Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

- Appearance : liquid



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Version 1.4

Colour	: light yellow
Odour	: odorless
Odour Threshold	: No data available
pH	: No data available
Freezing Point (Melting point/range)	:
Boiling Point (°C)	: > 100 °C (212 °F)
Flash point	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.24
Density	: 10.329 lb/gal
Solubility(ies)	:
Water solubility	: soluble
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: Metals nitrites Oxidizing agents Reducing agents Strong bases

SECTION 11. TOXICOLOGICAL INFORMATION

Skin corrosion/irritation

Product:

Remarks: May cause skin irritation in susceptible persons.

Safety Data Sheet
CITRIC ACID 10-50%

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Serious eye damage/eye irritation**Product:**

Remarks: May cause irreversible eye damage.

Components:**77-92-9:**

Species: Rabbit

Result: Irritating to eyes.

:

Species: Rabbit

Result: Irritating to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information**Product:**

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity**

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Pro-



Safety Data Sheet CITRIC ACID 10-50%

Version 1.4

tection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-909-4897

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation): Not regulated as a dangerous good

UNRTDG

Not regulated as a dangerous good

IATA (International Air Transport Association): Not regulated as a dangerous good

IMDG-Code: Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

This material does not contain any components with a CERCLA RQ.

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

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SARA 313

: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMII Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

This product does not contain any Hazardous Substances listed under the U.S. CleanWater Act, Section 311, Table 116.4A.

This product does not contain any Hazardous Chemicals listed under the U.S. CleanWater Act, Section 311, Table 117.3.

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

7732-18-5	Water
77-92-9	Citric acid

California Prop 65

: This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

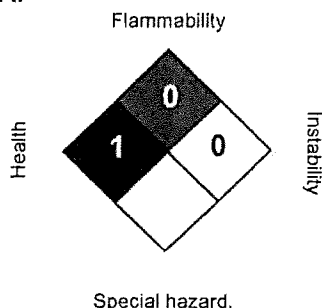
TSCA	: On the inventory, or in compliance with the inventory
DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: Not in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

Safety Data Sheet CITRIC ACID 10-50%

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SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	2/
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 01/17/2020

Material number:

16143523, 16160543, 16160608, 16160625, 16160636, 16160648, 16160674, 16160678, 16147501, 16158867, 16148636, 16147853, 16149772, 16147851, 16148846, 16144641, 16144358, 16148047, 16143895, 16151623, 16150296, 16149114, 16148403, 16151950, 16152564, 16148074, 16145258, 16145930, 16149537, 16144886, 16143421, 16148043, 16141937, 16141719, 16142319, 16141628, 16141700, 16141732, 16141538, 16140923, 16141803, 16141836, 16140599, 16140268, 16140272, 16140397

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenar-	OSHA	Occupational Safety & Health

Safety Data Sheet

CITRIC ACID 10-50%

Version 1.4

	io Tool		Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		



1230 E 5th Street
Oxnard, CA 93030
Phone (818) 631-1829

To whom it may concern,

Please see enclosed bid/pricing for Delivery of Chemicals to the Santa Paula Water Recycling Facility.

Aquapulse Chemical is located less than 15 miles from your facility, making next-day deliveries easily possible.

We are also available for same day delivery if that need ever occurs.

We currently work with New Indy Containerboard, City of Santa Maria, City of Santa Barbara, City of Oxnard and would be wonderful references if you need them.

Please feel free to contact me with any questions or for more detail, and thank you for this opportunity,

Marc Capiral

Aquapulse Chemicals LLC

(818) 631-1829

mcapiral@aquapulsechemicals.com

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: VENTURA COUNTY GRANT FUNDING AGREEMENT AND BUDGET APPROPRIATION

Date: May 1, 2024

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to enter into an agreement between the City of Santa Paula and the County of Ventura in a form approved by the City Attorney; and
2. Approve a budget allocation of \$350,000.00 in new revenue and matching expenditures from the County of Ventura, as noted in the Fiscal Impact section of this report.

BACKGROUND:

On June 10, 2022, former Mayor Crosswhite drafted a letter to Ventura County Board of Supervisor Kelly Long requesting American Rescue Plan Act (ARPA) funding on behalf of the City of Santa Paula for several important local projects.

On October 11, 2022 the Ventura County Board of Supervisors approved an ARPA grant funding request in the amount of \$350,000 to be used for the Boys & Girls Club of Santa Clara Valley and for remodel efforts at the Santa Paula Community Center.

On April 12, 2024, the County of Ventura reached out to staff with a grant funding agreement, attached as Exhibit A.

ANALYSIS:

Per the funding agreement (Exhibit A), the County agrees to provide funding to the City in the amount of three hundred and fifty thousand dollars (\$350,000) to support both the Community Center Project and the Boys & Girls Club Project, with a minimum amount of one hundred thousand dollars (\$100,000) to be allocated to the Community Center Project.

The City shall use County funds as needed for both reimbursement of costs towards the Boys & Girls Club Project and to complete the Community Center Project.

The County funds shall be disbursed in a single installment within thirty (30) days upon

execution of the attached agreement (Exhibit A).

This item is being presented to the Council to request recognition of new revenue and matching expenditures as outlined in the fiscal impact section of this staff report.

STRATEGIC PLAN:

While this item is not an objective in City Council's two-year Strategic Plan, approval of this item supports Council's goal in Section D. Connected and Healthy Community, to educate and engage residents and businesses about programs, initiatives and foster regional partnerships that create a safe and healthy community to live, work and thrive.

FISCAL IMPACTS:

A new budget allocation of \$350,000.00 in revenue and matching expenditures is needed.

The following budget adjustment is recommended:

CIP # 9330 - COMMUNITY CENTER AND CULTURAL ARTS BUILDINGS:

Account	Description	Debit (Increase Expense)	Credit (Increase Revenue)
100-5-9330-660	Grant Expenses	\$100,000.00	
100-4-7500-4277	Grant Revenue		\$100,000.00

BOYS & GIRLS CLUB REMODEL:

Account	Description	Debit (Increase Expense)	Credit (Increase Revenue)
100-5-9166-660	Grant Expenses	\$250,000.00	
100-4-7500-4277	Grant Revenue		\$250,000.00

OPTIONS:

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

1. Decline to approve staff's recommendation. If this item is not approved by Council, staff will forfeit the County grant funds and not have the necessary funding to reimburse costs for the Boys & Girls Club nor move forward with remodel work on the Community Center; or
2. Provide staff with alternate direction.

ATTACHMENTS:

[EXHIBIT A - VENTURA COUNTY FUNDING AGREEMENT.pdf](#)

EXHIBIT A -
VENTURA
COUNTY
FUNDING
AGREEMENT

CITY OF SANTA PAULA PROJECTS FUNDING AGREEMENT

This Project Funding Agreement ("Agreement") is between the COUNTY OF VENTURA, a political subdivision of the State of California ("County"), and the CITY OF SANTA PAULA, a municipal corporation of the State of California ("City"). County and City are sometimes individually referred to as "Party" and collectively as "Parties". This Agreement is effective on the date the Agreement is signed by both Parties ("Effective Date").

RECITALS

- A. WHEREAS, the County desires to provide funding in the amount of \$350,000 to support the completion of two (2) specific projects within the City of Santa Paula, and
- B. WHEREAS, the City is willing to accept such funding for the reimbursement of and/or allocation toward the expenses incurred for the completion of the two (2) projects in accordance with the terms and conditions set forth herein, and
- C. WHEREAS, the use of County General Funds is in accordance with the County Board of Supervisors' action on December 13, 2022, when the Board of Supervisors approved the use of County General Funds to replace the use of American Rescue Plan Act (ARPA) of 2021 funds for the previously approved list of projects, which included \$350,000 in total funding support for the City.

NOW, THEREFORE, in consideration of the Recitals hereof and the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

AGREEMENT

- 1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
- 2. **Description of Projects:** The City agrees to allocate the County funds toward the projects described as the Santa Paula Community Center Enhancements ("Community Center Project") and the Boys & Girls Club of Santa Clara Valley Renovation ("Boys & Girls Club Project"), both of which are located within the City of Santa Paula.

The Boys & Girls Club Project was completed in the Fall of 2023 and consisted of remodeling the boy's and girl's restrooms, including new water and sewer pipes and plumbing, new tile flooring, new faucets and fixtures, and new eco-friendly LED lighting.

The Community Center Project will include major renovations and upgrades to the restrooms, lobby, and auditorium, as funding allows. The City has not yet started the Community Center Project, but plans to start the design process once funding from the County has been provided. The Santa Paula City Council has approved \$100,000 in funding from the City's allocation of ARPA funding as matching funds to the County's support towards the project.

3. **Funding:** The County agrees to provide funding to the City in the amount of three hundred and fifty thousand dollars (\$350,000) to support both the Community Center Project and the Boys & Girls Club Project, with a minimum amount of one hundred thousand dollars (\$100,000) to be allocated to the Community Center Project. The County funds shall be disbursed in a single installment within thirty (30) days after the Effective Date.
4. **Use of Funds:** The City shall use County funds as needed for both reimbursement of costs towards the Boys & Girls Club Project and to complete the Community Center Project, in accordance with the scope detailed above in Section 2, Description of Projects, and Section 3, Funding, above.
5. **Project Oversight:** The City agrees to provide progress reports and updates in a timely manner as requested by the County, detailing the status of the Community Center Project, any issues encountered, and the expenditure of funds. The County reserves the right to conduct site visits or audits to ensure compliance with this Agreement. The City shall provide a complete and full breakdown of costs and expenditures for the already completed Boys & Girls Club Project and the Community Center Project, once complete, to the County, including a reconciliation of funding for the projects that detail the use of funds provided by the County.
6. **Term:** Unless terminated pursuant to Section 7, Termination, below, this Agreement shall commence on the Effective Date and shall continue until the completion of the Community Center Project and all reporting and oversight activities described in Section 5, Project Oversight, above, have been completed by the City to the County's satisfaction.
7. **Termination:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If the Community Center Project is unable to be completed for any reason, or this Agreement is terminated due to material breach of any provision herein, the City agrees to return to County a minimum of one hundred thousand dollars (\$100,000) within thirty (30) days of such termination.
8. **Defense and Indemnification:** The City agrees to indemnify, protect, hold harmless and defend (by counsel satisfactory to the County) the County, County Board of Supervisors, and its other officials, employees and agents, from and against any and all third-party suits, actions, claims, damages, losses, expenses, causes of action, demands, judgments, and liens arising out of or resulting from its performance or

failure to perform related to this Agreement.

9. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices: Formal notices between the parties shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the County and City as follows:

County:

County of Ventura
County Executive Office
Attn: Dr. Sevet Johnson
800 S. Victoria Ave., L1940
Ventura, CA 93009
(805) 654-3656 (TEL)

City:

City of Santa Paula
City Manager's Office
Attn: Dan Singer
970 Ventura St
Santa Paula, CA 93060
(805) 933-4201; ext. 201 (TEL)

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

11. Amendments: No amendment, alteration or variation of the terms or conditions of this Agreement shall be valid unless agreed to in writing by the County and City.

12. Entire Understanding of the Parties: This Agreement constitutes the entire understanding and agreement of the County and City for the County's funding and contribution to the City for support of the Projects.

13. Multiple Originals; Counterpart: This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREFORE, this Agreement has been entered into as of the Effective Date.

County of Ventura

City of Santa Paula

Authorized Signature

Authorized Signature

Printed Name

Dan Singer

Title

City Manager

Date

May 1, 2024

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Eric Starna, Commander

Subject: REVIEW THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND RENEW ORDINANCE 1315, APPROVING THE MILITARY EQUIPMENT FUNDING, ACQUISITION AND USE POLICY FOR THE SANTA PAULA POLICE DEPARTMENT.

Date: May 1, 2024

Agenda Item: 10.A

RECOMMENDATION:

It is recommended the City Council:

1. Review the Police Department's Annual Military Equipment Report approving the Military Equipment Funding, Acquisition and Use policy as required by Government Code 7072 (AB 481), and
2. Renew ordinance 1315.

Presented by: Commander Eric Starna

BACKGROUND:

On September 30, 2021, California Governor Gavin Newsom approved AB 481, requiring a law enforcement agency's applicable governing body, the City Council, to adopt a Military Equipment Use Policy and implement it by ordinance. On April 6th, 2022 the City Council introduced Ordinance No. 1315 (Exhibit A), adopting a military equipment use policy for the Police Department pursuant to AB 481.

AB 481 requires the adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

ANALYSIS:

On September 30, 2021 Governor Newsom signed a series of policing reform legislation items

into law. These laws are aimed at increasing police transparency, and AB 481 in particular requires law enforcement agencies to adopt a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law. Santa Paula Police Department Policy No 705, governing "Military Equipment", is attached hereto as Exhibit B (the "Policy"). The Policy must be adopted by ordinance at a regular meeting of the governing body for that agency (i.e. the City Council).

AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grant or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in a manner not previously subject to AB 481'S scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

To continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022. This ordinance shall be reviewed and renewed annually.

In accordance with AB 481, the Policy is being agendized as an open session item at a regular meeting of the City Council and public comment on the item will be allowed in accordance with the Brown Act.

This ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that must be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval. If the City Council cannot make such a determination, it shall either disapprove a renewal of the authorization for that type of equipment or require modifications to the Policy in a manner to resolve the lack of compliance.

The Annual Report (Exhibit C) addresses the required components and is provided for the City Council to review and approve.

AB 481 provided for 15 categories of Military Equipment as described below:

- Category 1: Unmanned, remotely piloted, powered aerial or ground vehicles
- Category 2: Mine-resistant ambush-protected vehicles or armored personnel carriers
- Category 3: High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
- Category 4: Tracked armored vehicles that provide ballistic protection to their occupants
- Category 5: Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
- Category 6: Weaponized aircraft, vessels, or vehicles of any kind
- Category 7: Battering rams, slugs, and breaching apparatuses that are explosive in nature
- Category 8: Firearms and ammunition of .50 caliber or greater, excluding standard-issue

shotguns and standard-issue shotgun ammunition

- Category 9: Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue handguns
- Category 10: Any firearm or firearm accessory that is designed to launch
- Category 11: Noise-flash diversionary devices and explosive breaching tools
- Category 12: Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray
- Category 13: TASER Shockwave, microwave weapons, water cannons, and long-range acoustic devices
- Category 14: Kinetic energy weapons and munitions
- Category 15: Any other equipment as determined by a governing body or a state agency to require additional oversight

The Santa Paula Police Department is in current possession of items in Categories 2, 5, 7, 9, 10, 11, and 12 from the above list and a complete inventory is provided in Attachment C.

Under AB 481, the Police Department must submit an annual report for each type of military equipment used within one year of approval, and annually thereafter. The report will include the following:

1. *A summary of how the military equipment was used and the purpose of its use.*
2. *A summary of any complaints or concerns received concerning the military equipment.*
3. *The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.*
4. *The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.*
5. *The quantity possessed for each type of military equipment.*
6. *If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.*

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACTS:

These unfunded mandates will continue to place new obligations on staff and add costs for publication of the annual report and workshop, but no other direct fiscal impacts are associated with this. The current budget for the Police Department has sufficient funding to cover any additional expenses that may arise.

OPTIONS:

The following options are available to the City Council:

1. Review and approve the Annual Military Equipment Report (Attachment C) and renew Ordinance 1315;
2. Do not adopt the Annual Military Equipment Report and renew Ordinance 1315 (Attachment A);
3. Provide staff with further direction.

ATTACHMENTS:

[AB 481 Staff Report April 2022.pdf \(Reference Document\)](#)

[Military_Equipment \(1\).pdf Policy \(Attachment B\)](#)

[AB_481_Ordinance_Final.pdf \(Attachment A\)](#)

[AB_481_2024_Inventory.xlsx \(Attachment C\)](#)

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Travis Walker,

Subject: SECOND READING TO ADOPT ORDINANCE NO. 1315 ADOPTING A
MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

Date: April 20, 2022

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends the City Council: Conduct a second reading to Adopt Ordinance No. 1315 directing the Police Department to adopt a "Military Equipment" policy pursuant to AB 481.

BACKGROUND:

At their April 6th, 2022 meeting the City Council waived the first reading and introduced Ordinance No. 1315 (Exhibit A), adopting a military equipment use policy for the Police Department pursuant to AB 481.

AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

ANALYSIS:

On September 30, 2021 Governor Newsom signed a series of policing reform legislation items into law. These laws are aimed at increasing police transparency, and AB 481 in particular requires law enforcement agencies to adopt a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law. Santa Paula Police Department Policy No. 705, governing "Military Equipment," is attached hereto as Exhibit A (the "Policy"). The Policy must be adopted by ordinance at a regular meeting of the governing body for that agency (i.e., the City Council)

AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either

permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

To continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022.

In accordance with AB 481, the proposed Policy will be made available on the Santa Paula Police Department's website at least 30 days prior to the public hearing by the City Council to adopt the Policy. Once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use.

In accordance with AB 481, the Policy is being agendaized as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act.

This Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that must be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval. If the City Council cannot make such a determination, it shall either disapprove a renewal of the authorization for that type of equipment, or require modifications to the Policy in a manner to resolve the lack of compliance.

The recommended ordinance (Attachment A to this City Council Report) reflects the final language for the ordinance amendment and the ordinance is now presented to the City Council for adoption.

STRATEGIC PLAN:

Not Applicable.

FISCAL IMPACTS:

These new unfunded mandates will place new obligations on staff and add costs for publication of the annual report and workshop, but no other direct fiscal impacts are associated with this item.

OPTIONS:

Conduct a second reading to Adopt Ordinance No. 1315 directing the Police Department to adopt a "Military Equipment" policy pursuant to AB 481.

ATTACHMENTS:

[AB 481 Ordinance Final.pdf](#)

[Military_Equipment Policy \(Final\).pdf](#)

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department, in this case the Santa Paula City Council.

Military equipment – Includes but is not limited to the following:

- (a) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (b) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- (c) High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- (d) Tracked armored vehicles that provide ballistic protection to their occupants.
- (e) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (f) Weaponized aircraft, vessels, or vehicles of any kind.
- (g) Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- (h) Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- (i) Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- (j) Any firearm or firearm accessory that is designed to launch explosive projectiles.
- (k) Noise-flash diversionary devices and explosive breaching tools.
- (l) Munitions containing tear gas or Oleoresin Capsicum (Pepper Spray), excluding standard, service-issued handheld pepper spray.
- (m) TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- (n) Kinetic energy weapons and munitions.
- (o) Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

705.2 POLICY

It is the policy of the Santa Paula Police Department that its members comply with the provisions of Government Code § 7071 with respect to military equipment.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Santa Paula Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department's website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

The attachment to this policy section constitutes a list of qualifying "military equipment" for the Department.

SEE ATTACHMENT: MILITARY EQUIPMENT INVENTORY.PDF

705.5 APPROVAL

The Chief of Police or his/her authorized designee shall obtain approval from the governing body, by way of an ordinance, adopting the military equipment policy. As part of the approval process, the Chief of Police or his/her authorized designee shall ensure the proposed military equipment

Military Equipment

policy is submitted to the governing body, and is available on the Department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies should comply with their respective military equipment use policies when rendering assistance.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or his/her authorized designee will submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.

Military Equipment

- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Chief of Police or his/her authorized designee shall also make each annual military equipment report publicly available on the Department's website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

ORDINANCE NO. 1315

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

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

SECTION 1. The City Council finds and declares that:

A. On September 30, 2021 Governor Newsom signed a series of policing reform legislation items into law. These laws are aimed at increasing police transparency, and AB 481 in particular requires law enforcement agencies to adopt a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law. Santa Paula Police Department Policy No. 705, governing "Military Equipment," is attached hereto as Exhibit A (the "Policy"). The Policy must be adopted by ordinance at a regular meeting of the governing body for that agency (i.e., the City Council).

B. AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

C. To continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022.

D. In accordance with AB 481, the proposed Policy will be made available on the Santa Paula Police Department's website at least 30 days prior to the public hearing by the City Council to adopt the Policy. Once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use.

E. In accordance with AB 481, the Policy is being agendaized as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act.

F. This Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that must be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued

approval. If the City Council cannot make such a determination, it shall either disapprove a renewal of the authorization for that type of equipment, or require modifications to the Policy in a manner to resolve the lack of compliance.

SECTION 2. *Findings.* Pursuant to Government Code § 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. *Military Equipment Use Policy Adopted.* In light of the findings in Section 2, and in accordance with AB 481, the City Council hereby adopts Santa Paula Police Department Policy No. 705, entitled "Military Equipment," attached hereto as Exhibit "A" and incorporated by this reference.

SECTION 4. *Severability.* Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. *Environmental Assessment.* The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. *City Clerk Certification.* The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 7. *Effective Date.* This ordinance shall take force and effect thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2022.

JENNY CROSSWHITE, MAYOR

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

Category 2

Type	Armored vehicle
Description	(1)Black armored, wheeled vehicle MRAP. Agency Name markings and red/blue lights. Equiped with a siren. Can hold a driver and nine passengers.
Quantity	2
Capabilities	Armor rated to .50 cal.
Expected lifespan	20 yrs.
Manufacturer's description	Four-wheeled, diesel engine-powered personnel carrier with ballistic glass and armor rated to .50 cal.
Purpose and authorized uses	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents or national disasters.
Fiscal impact	N/A aquired through military surplus program
Legal and procedural rules	Policy

Required training	Class A drivers license
Compliance mechanisms	Operational use with approval from Executive Command Staff or exigent circumstances

Category 5

Category 7

Mobile command post vehicle	Breaching shotgun
5th Wheel style trailer	Mossberg 500 12 gauge shotgun designed to fire frangible breaching rounds
1	3
Mobile Field Command capabilities during incidents	Capable of defeating locks and deadbolts on doors and gates
15 yrs.	20 yrs.
	Royal Arms is the original inventor, as well as oldest manufacturer of: Breaching Stand-Off Device, 12 Gauge Breaching Shotgun, Copper & Clay Frangible Breaching Rounds
Provides incident managers the ability to coordinate and manage police resources during incidents.	Allows officers to safely and effectively breach doors and gates during high-risk search warrant services and hostage rescues.
\$2,000 annual maintenance	
N/A	

In-House training	Tactical Team personnel are authorized to use the breaching shotgun after receiving the required training and have shown the ability to utilize the tool safely and competently. Tactical Team personnel must receive annual recertification and qualification.
	Operational use under the review of the Tactical Team Commander or appropriate team supervisor

Category 12

Category 12

Category 12

CS chemical agent	Flameless OC	CS chemical agent
Spede Heat CS	Flameless Expulsion OC	Defense Technology 40mm short range CS chemical agent round
10	5	10
2.9 oz of active agent	.02 oz. of active agent	
5 yrs.	5 yrs.	5 yrs.
High volume device with continuous burn as it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom.	The OC Flameless Expulsion Device is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet.	
Less lethal tool used to compel violent/armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. May also be used to disperse large, violent and, riotous crowds. Verbal warnings should precede its use when feasible.	Less lethal tool used to compel violent/armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. May also be used to disperse large, violent and, riotous crowds. Verbal warnings should precede its use when feasible.	Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should precede its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.

Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually.	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 12

Category 12

CS chemical agent	OC chemical agent
Defense Technology Triple Chaser CS	Defense Technology OC Stinger
25	20
3.2 oz of active payload	
5 yrs.	5 yrs.
The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time.	The Stinger® OC Device is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and OC. The Stinger Device is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50 foot radius
Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal chemical agent / impact weapon /LSDD designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.

Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 12

Category 12

CS chemical agent	CS chemical agent 40 MM
Defense Technology triple chaser Riot Control CS	Defense Technology CS ferret
25	16
3.2 oz of CS agent	
5 yrs.	5 yrs.
Designed specifically for outdoor use in crowd control situations, the Riot Control Grenade is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds. I	It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial.
Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal tool used to compel violent/ armed and barricaded suspects from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.

Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 12

Category 12

OC vapor 40 MM	OC / CS vapor
Defense Technology ferret	Defense Technology Tri Chamber Flameless CS /OC
24	18
Designed for indoor use. OC is released in a vapor form	.70 oz of agent. Designed for indoor use. CS chemical agents are released in a vapor form
5 yrs.	5 yrs.
The Defense Technology OC Vapor Aerosol Device is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist.	A unique device delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination.
Less lethal tool used to compel violent/ armed and barricaded suspects from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.	Less lethal tool used to compel violent/ armed and barricaded suspects from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.

Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 11

Category 11

Light sound diversionary device	Light sound diversionary device
Defense Technology (DEFTEC)	Defense Technology (DEFTEC) Low roll
11	10
Produces 6-8 candela of light and 175db of sound.	Produces 6-8 candela of light and 175 db of sound.
	This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.
The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.	The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.

All authorized personnel must attend a user's course taught by a POST certified instructor and complete a qualification. Personnel must qualify annually.	All authorized personnel must attend a user's course taught by a POST certified instructor and complete a qualification. Personnel must qualify annually.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 11

Category 9

Light sound diversionary device	Patrol Rifles
Royal Arms Internantional 12 gauge flash bang	Colt AR-15 rifle variants
25	58
Reusable LSDD using 12 gauge blanks.	The Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle.
This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.	.223 / 5.56 caliber rifle
The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.	
	\$1,100 per unit

This type of LSDD is non explosive and therefore all personnel can deploy if they have attended a user's course taught by a qualified instructor and complete a qualification. Personnel must qualify annually.	Initial orientation course including qualification; annual recertification including qualification.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 10

Category 10

40 MM Launcher	40mm kinetic energy projectiles
Defense Technology breach loading single shot 40 MM Launcher	40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher.
7	35
	Operartional range 10-40 meters.
	5 yrs.
The 40LMTS is a tactical 40mm single shot launcher that features a folding stock and an adjustable Integrated Front Grip (IFG) with a light rail. The Ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length. This weapon is NOT designed to fire 40mm High Velocity HE ammunition. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.	40mm foam-tipped projectile capable of travelling 250 fps to a maximum range of 100 feet.
Used to fire rounds to compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
\$996.00 per unit	20.94 per unit

Initial orientation course including qualification; annual recertificaiton including qualificaion.	Initial orientation course including qualification; annual recertificaiton including qualificaion.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 10

Category 10

40mm kinetic energy projectiles	40mm kinetic energy projectiles
40mm, Extended range OC projectile fired from an agency-authorized 40mm launcher.	40mm, extended range kinetic energy projectile fired from an agency-authorized 40mm launcher.
10	26
Operartional range 10-70 meters.	Operartional range 10 70 meters
5 yrs.	5 yrs.
40mm foam and OC tipped projectile capable of travelling 250 fps to a maximum range of 100 feet.	The eXact iMpact 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher s rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.
To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.

Initial orientation course including qualification; annual recertificaiton including qualificaiton.	Initial orientation course including qualification; annual recertificaiton including qualificaiton.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Category 10

40mm kinetic energy projectiles
40mm, Extended range marking projectile fired from an agency-authorized 40mm launcher.
9
Operartional range 10-70 meters
5 yrs.
The 40 mm Direct Impact® LE Extended Range Round is a point-of-aim, point-of-impact direct-fire round and is intended to be used in applications that exceed the performance capability of the standard Direct Impact Round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with a green marking agent, the Direct Impact LE can be used to indicate the aggressor in a crowd or riot situation to the team on the ground
To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.

Initial orientation course including qualification;
annual recertification including qualification.

Use is subject to policies 300,303,305,404, and 700

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AMENDMENTS

Date: May 1, 2024

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends City Council:

1. Review staff recommendations for amendments to recent ARPA reallocations; and
2. Adopt Resolution No. 7514 memorializing an amendment to the ARPA allocations.

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

On February 21, 2024, Council received an update and presentation from staff on the American Rescue Plan Act (ARPA) funds and allocations previously made by Council over the course of the past two years. That evening, staff also presented several projects, programs or purchases for Council to consider in reallocating funds to support new requests from staff.

These programs/projects included funding for:

Low Edwards Group (LEG)
Santa Paula Future Leader Academy
Union Oil Building Dedication / City Anniversary Event
Customer Relationship Management (CRM) Software
Community Educational Materials for "Santa Paula Speaks"

Council approved a reallocation of funding for these efforts through Resolution No. 7501 and Resolution No. 7503. Unfortunately, post Council approval, staff realized that a previously funded ARPA item, "Special Event Sponsorship Program," which was intended to have \$10,000 in funds reallocated from, was omitted from the staff report and reallocation request.

Additionally, as some of the programs and projects above have now been underway, it is necessary to make some minor budget adjustments for the reasons discussed below.

ANALYSIS:

Reallocation Requests:

Special Event Sponsorship Program - Decrease by \$10,000

Current Allocation: \$50,000 - The Special Event Sponsorship Program is intended for the purpose of supporting local festivals, parades and special events, as administered through our Parks & Recreation Department. Thus far, the program has helped cover approximately \$26,465 in costs for events such as the Labor Day parade, Holiday parade and Cruise Nights over the past two years. Based on historical usage, remaining funds, and the fact that ARPA funds need to be obligated by December 31, 2024, staff is comfortable releasing an additional \$10,000 to support other citywide efforts. This would leave \$13,535 to assist in covering this season of Cruise Night and the anticipated 2024 Labor Day Parade and 2024 Holiday Parade, should those organizations request utilization of those funds.

Customer Relationship Management (CRM) Software - Decrease by \$6,750

Current Allocation: \$7,500 - Funding was intended to purchase a basic CRM system to allow the City to communicate more effectively with residents. The ad hoc Communications committee explored various vendors and recommended a vendor whose costs are significantly less than a similar vendor who was being explored. Staff has moved forward with the less expensive vendor and will have enough funding to cover the current fiscal year and FY24/25.

Santa Paula Leaders Academy - Increase by \$2,000

Current Allocation: \$5,000 - The inaugural Santa Paula Leaders Academy is underway with 18 participants in the program. Unfortunately, costs related to the welcome dinner, weekly sessions and anticipated graduation activities are coming in higher than anticipated. Staff is requesting \$2,000 to cover these costs.

Union Oil Building Dedication / City Anniversary Event - Increase by \$1,750

Current Allocation: \$5,000 - Costs to put on this event are estimated to exceed the budget of \$5,000. Staff is requesting an additional \$1,750 to cover additional costs.

Community Educational Materials - Increase by \$3,000

Current Allocation: \$16,699 - As part of the Santa Paula Speak efforts, funds will be used to provide mailers and educational materials in English/Spanish to residents based on survey work performed by the Lew Edwards Group, related to quality of life desires, services and community goals. The first mailer went out the week of April 21st along with a utility bill insert which will arrive in mailboxes the first week in May. Staff anticipates sending out an additional four mailings before the end of the year and is requesting an additional \$3,000 to cover these estimated costs.

As a result of the above recommendations, Council is asked to approve Resolution No. 7514, memorializing the intended reallocation of \$16,750 in ARPA funding.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, the funding for the projects and programs presented above will assist in moving several of

Council's strategic goals forward.

FISCAL IMPACTS:

The allocation request in attached Resolution No. 7514 includes the following adjustments:

GL	Description	Increase	Decrease
412-5-0504-203	Special Event Sponsorship Program		\$10,000
412-5-0511-207	CRM Software		\$6,750
412-5-0501-129	Leadership Academy	\$2,000	
412-5-0501-150	Union Oil Building Event	\$1,750	
412-5-0501-241	Community Educational Materials	\$3,000	
TOTAL		\$6,750	\$16,750*

**10,000 excess decrease is to address prior unfunded allocation from February meeting*

Other than administrative staff time, there are no direct fiscal impacts to the City.

OPTIONS:

City Council has the following options available:

1. Do not approve Resolution No. 7514; however, doing so will put on hold some of the recently approved programs and projects which require funding to move forward. Staff would need to identify \$16,750 in other funding to support the approved items from Resolution No. 7514; or
2. Provide other direction as desired.

ATTACHMENTS:

[Resolution_7514_Amending_The_City_s_Operating_and_CIP_Budget_for_FY2023-24
final.docx](#)

RESOLUTION NO. 7514

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, AMENDING THE CITY'S OPERATING AND CIP BUDGET FOR FISCAL YEAR 2023/24.

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

- A. The City Council adopted the Operating Budget and Capital Improvement program for Fiscal Year 2023/24 on June 21, 2023.
- B. The Fiscal Year 2022/23 Budget revenues have increased by \$3.5 million in FY 22/23 due to additional funding made available by the American Rescue Plan Act ("ARPA").
- C. The Council discussed various ways to allocate the ARPA funds in various study sessions over the past nineteen months.
- D. Previous budget allocations ARPA funds were approved by Council via Resolutions 7467, 7342, 7347, 7351, 7352, 7366, 7381, 7416, 7418, 7479, 7499, 7501, and 7503.

SECTION 2: The City Manager has proposed a budget adjustment as described in the Council report dated May 1, 2024 for Fiscal Years 2023/24 based direction provided by the City Council.

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

SECTION 4: The City of Santa Paula's operating and CIP Budget for Fiscal Year 2023/24 is hereby amended as follows:

GENERAL LEDGER	USE OF FUNDS DESCRIPTION	INCREASE	DECREASE
412-5-0504-203	Special Event Sponsorship Program		\$10,000
412-5-0501-241	Community Educational Materials	\$3,000	
412-5-0501-129	Leadership Academy	\$2,000	
412-5-0511-207	CRM Software		\$6,750
412-5-0501-150	Union Oil Building Event	\$1,750	

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; 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 1st day of May, 2024.

Leslie Cornejo, Mayor

ATTEST:

Julie Latshaw, City Clerk

Approved as to form:

Seth Merewitz, Interim City Attorney

Approved as to content:

Dan Singer, City Manager

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPOINTMENT TO THE MEASURE T OVERSITE COMMITTEE

Date: May 1, 2024

Agenda Item: 11.B

RECOMMENDATION:

Staff Recommends that the City Council:

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

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

On April 17, 2024, the City Council adopted Resolution No. 7512, amending the Measure T Oversight Committee Guidelines to further refine the definition of "public employee," amending Section 2.B providing Council with flexibility to appoint Committee members who are not "Santa Paula City employees" or who works with a public agency who might reasonably be expected to receive or compete for Measure T funding.

During the months of August 2023 through April 2024, the City Clerk's office published Vacancy Notices for all open positions on Commissions, Committees and Boards, in the Santa Paula Times, city website and social media.

The City Council attended a Special meeting on April 17, 2024, at 4:00 p.m., holding applicant interviews.

- **Measure T Oversight Committee** to fill one vacancy for **an at-large** member, for a four-year term (5/1/2024-5/1/2028). Applicant: Edd Bond who currently works for the Santa Paula Unified School District. Now that Council has adopted Resolution No. 7512, Council has the flexibility to appoint this applicant. No other applicants applied for this position. If applicant is appointed, this committee will be filled. The next opening available for Measure T Oversight Committee is 7/7/2025.

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no associated fiscal impacts from this item.

OPTIONS:

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

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

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: May 1, 2024

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:

[5.1.24_Future Agenda Items.docx](#)



Santa Paula City Council Tentative Agenda Schedule

	May 15, 2024	
P&R	Parks & Recreation Department Update	
PW	Dedication Hwy Easement on City Property to Caltrans	
PW	Water Recycle Procurement Waiver Policy	
Finance	3 rd Quarter Fiscal Year Report	
Finance	Finance Department Report	
PW	PMP Cycle 1 Final Update and Cycle 2 Five Year Plan	
CCD	esVolta Franchise Agreement	
PW	Main Street Crosswalk Improvements Project Contract Award	
Admin	Sports Park Partial Acceptance	
Clerk	Committee / Commission / Board Appointments	
	June 5, 2024	
PW	VCWPD Benefit Assessment Program for FY 24-45	
Finance	Measure T Update	
CDD	Community Development Report	
Admin	Santa Paula Speaks (Workshop)	
PW	Wastewater Collection System Chloride Study Update	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	
Finance	Development Impact Fees (DIF)	
CDD	Cultural Arts	
CDD	Municipal Code Overview & Housing Element Priorities – Joint Meeting with Council and Planning Commission	May / TBD
	FUTURE AGENDA ITEMS	
Finance	Additional Revenue Options	June
P&R	Union Oil Building Tenant Selection	May
Finance	Update on Utility Bills	
PW	Plans & Specifications for 8 th Street Streetlight Repair Project	
CDD	ADU Ordinance	
Legal	Fire MOU Amendment	
Finance	2023 City Audit	



Santa Paula City Council Tentative Agenda Schedule

Clerk	Consolidation with Statewide Election	June
HR	Personnel Rules & Reg Policy Update	
CDD	Commercial Building District Live Entertainment Ord	