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

TUESDAY, JULY 2, 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. **CLOSED SESSION REPORT**

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

7. **PRESENTATIONS**

   7.A VENTURA COUNTY FAIR POSTER

   7.B PARKS AND RECREATION MONTH PROCLAMATION

   7.C COMMUNITY ACTION VENTURA COUNTY (CAVC) PRESENTATION

Presented by: Susy Lopez-Garcia, Executive Director

7.D **COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT**
RECOMMENDATION:

That the City Council receive and file the report.

Presented by: James Mason, Community Development Director

7.E **CITY MANAGER'S DEPARTMENT REPORT - MARCH 2024 - JUNE 2024**
RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Department Report for City Manager's Department for March 2024 - June 2024.

Presented by: Dan Singer, City Manager

7.F **POLICE DEPARTMENT REPORT**
RECOMMENDATION:
(1) Receive and file Police Department Report.

Prepared by: Don Aguilar, Police Chief

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. CONSENT CALENDAR

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

10.A **APPROVAL OF MINUTES**

- **City Council Special Meeting June 5, 2024**
- **City Council Regular Meeting June 5, 2024**

RECOMMENDATION:
Staff recommends Council approve minutes.

10.B **COUNTY RIGHT OF WAY USE AGREEMENT TO INSTALL AND INTERCONNECT CONDUIT AND FIBER OPTIC CABLE NETWORK**
RECOMMENDATION:
Staff recommends City Council:

1. Approve and authorize the City Manager to execute a Right of Way (ROW)

Use Agreement with the County of Ventura, in a form approved by the City Attorney's office, to allow access to the City's ROW in exchange for two (2) strands of dark fibers along the 46-mile County network route.

10.C **AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES FOR PHASE I REDESIGN OF THE ADVANCED WATER TREATMENT FACILITY**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with MKN & Associates, Inc. for the Advanced Water Treatment Facility (AWTF) Phase I Redesign in a form approved by the City Attorney.

10.D **2024 LABOR DAY PARADE REQUEST FOR FEE WAIVER**

RECOMMENDATION:

1. Consider a request to waive 50% of the costs for City services for the 2024 Santa Paula Labor Day Parade.

10.E **RESPONSE TO GRAND JURY REPORT ENTITLED LINKING FIRST RESPONDERS - VENTURA COUNTY REGIONAL RADIO SYSTEM**

RECOMMENDATION:

Staff Recommends that the City Council:

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

Presented by: Don Aguilar, Police Chief

10.F **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANT MCINTYRE AND ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES**

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a third amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, in an amount of $78,000, extending the term from July 1, 2024 to June 30, 2025, and increasing the total not-to-exceed amount to $252,000.

10.G **DECLARATION OF LOCAL EMERGENCY - WATER RESERVOIR BREACH**

RECOMMENDATION:

Adopt Resolution No. 7531 confirming the City Manager's Declaration of Emergency in response to the breach at the City's main water reservoir.

11. ACTION ITEMS

11.A **ORDINANCE AMENDING SPMC CHAPTER 124 RELATING TO DINING**

ENTERTAINMENT PERMITS IN THE COMMERCIAL BUSINESS DISTRICT ZONE

RECOMMENDATION:

Staff recommends the City Council:

1. Introduce and waive first reading of Ordinance No. 1339, entitled, "An Ordinance of the City of Santa Paula Amending Chapter 124 of the Santa Paula Municipal Code Relating to Dining Entertainment Permits in the Commercial Business District Zone".

Presented by: James Mason, Community Development Director

11.B **APPOINTMENT TO COMMISSIONS AND COMMITTEES**

RECOMMENDATION:

Staff Recommends that the City Council:

Appoint applicants to various Commissions and Committees.

Presented by: Julie Latshaw, City Clerk

11.C **APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) SEEKING A PROHOUSING DESIGNATION BY THE STATE**

RECOMMENDATION:

Staff recommends the City Council:

Adopt Resolution No. 7521, authorizing the City Manager's designee to: 1) submit a Prohousing Designation Program application to the California Department of Housing and Community Development (HCD); and if the application is approved by HCD, 2) to execute all documents deemed necessary or appropriate to participate in the Prohousing Designation Program.

Presented By: Caesar Hernandez, Management Analyst

11.D **PURCHASE OF DOWNTOWN TRASH AND RECYCLING RECEPTACLES**

RECOMMENDATION:

It is recommended the City Council:

1. Waive formal bidding requirements and consent to purchase of trash and recycling receptacles for an amount not to exceed $132,713.42 based on the finding that purchase of the receptacles is "desirable or necessary" pursuant to SPMC Section 41.10.

2. Authorize the City Manager or his designee to execute a purchase agreement with Forms + Surfaces using American Rescue Plan Act (ARPA) funds.

Presented By: Jonathan Royas, Deputy City Manager

Esteban Herrera, Management Fellow

11.E **BALLOT ARGUMENT CONCERNING A ONE CENT (1¢) CITY TRANSACTIONS AND USE (SALES) TAX MEASURE ON THE NOVEMBER 5, 2024, BALLOT**

RECOMMENDATION:

The City Council is asked to:

1. Consider the information herein and provide direction.

Presented by: William J. Priest, Deputy City Attorney

11.F **FY 23/25 MID CYCLE BUDGET**

RECOMMENDATION:

Staff recommends the City Council:

1. Receive a presentation on the 2023/25 Mid-Cycle Budget Review
2. Adopt Resolution 7523 Amending the FY 2024/25 Budget and Adopting the FY 2024/25 GANN Limit.

Presented by: Christy Ramirez, Finance Director

12. ITEMS FOR FUTURE AGENDAS

12.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT

Date: July 2, 2024

Agenda Item: 7.D

RECOMMENDATION:

That the City Council receive and file the report.

Presented by: James Mason, Community Development Director

BACKGROUND:

PLANNING DIVISION

February 27, 2024 PC Meeting:

- EIR Addendum No. 4 for the East Area 1 Specific Plan Amendment No. 4 and General
- Plan Amendment (Harvest at Limoneira Project)

March 26, 2024 PC Meeting:

- No scheduled items (Cancelled)

April 23, 2024 PC Meeting:

- No scheduled items (Cancelled)

May 9, 2024, CC PC joint meeting:

- Housing Element Policy Priorities; Review Municipal Code Overhaul

May 28, 2024 PC Meeting:

- Resolution No. 1339 recommending the City Council consider approval of amendments to SPMC Chapter 124 regarding dining entertainment in the Central Business District

June 24, 2024, CC/PC joint meeting:

- Citygate presentation: Community and Economic development service delivery program

analysis, recommendations, and process improvement implementation plan

New Business Licenses

Seven new Commercial business licenses and eight Home Business Occupations were issued in March – June 2024

Development Applications

One new development application was received in March-June 2024 for the Foothill (Phase 2 of Harvest)

Planning Applications

Eighteen new planning applications were received in March-June 2024.

SPECIFIC PLAN UPDATES

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

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

Amendments to the drainage and flood control elements of the plan have been reviewed by LAFCo and staff has responded to all additional questions and concerns identified by LAFco staff. The project it tentatively scheduled for review in September by the LAFCo Board for a hearing hearing to finalize the annexation of the properties.

COMMERCIAL DEVELOPMENT UPDATES

Good Orchard Event Center and Café (133 Mill Street)

The initial project (Wesley Hall repurpose/renovation) which includes a catering and event center, café and alcohol license has completed plan review and renovation of the spaces are underway. The project site will be phased to include the future redevelopment of another existing onsite structure (Faulkner Hall) into affordable apartments. Staff continues to closely engage with the developer regarding these phases and the potential to turn the existing church on the project site into an arts and event space.

Parque 1055 Bar and Grill (1055 East Main Street)

The project is composed of the redevelopment of an auto parts and repair facility into a tap room, wine bar, restaurant, grill and entertainment space. The site and building improvements are well underway and the developer has plans to open 3rd quarter 2024.

East Area Gateway (Hallock/126/Telegraph)

On a 113,000 square foot commercial center which will include grocery, in-line retail and multiple restaurant pads. Application for project review is expected by mid-July 2024.

INDUSTRIAL DEVELOPMENT UPDATE

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

Project approved by Planning Commission in 2012. City staff continuing to coordinate with applicants to complete project. A conservation easement violation has been resolved and the project is continuing with requisite design and engineering submittals. The review of the Conditional Letter of Map Revision (CLOMR) which addresses project potential alterations to flood hydrology, has been completed by the county watershed protection district and the city and will be submitted to FEMA for approval of the final Letter of Map Revision (LOMAR). Project full entitlement is expected 3rd quarter 2024.

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

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

Bender Property (Todd Rd and SR 126)

The developer, Bender Farms, is currently planning an additional 76,000 square foot industrial shell building and plan review is currently underway. As a part of the project, improvements will be made to Todd Rd, Calpipe Rd. and Peck Rd.

RESIDENTIAL DEVELOPMENT UPDATE

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

Construction of the 69 deed-restricted affordable housing development which broke ground in May 2022 is well underway with certificate of occupancy timing contingent on completion of Southern California Edison infrastructure upgrades and power activation. The developer is hoping for late July tent move in and August ribbon-cutting.

Former Kmart (859 Faulkner Rd.)

Harridge Development Group, LLC., the owner and developer has completed Design review and is preparing to submit for demolition permit 3rd quarter of 2024 and has plans to begin site work 1st quarter of 2025. The project proposal includes 224 market-rate, rental town homes and staff is discussing affordability options with the developer.

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

Citrus Flats - Red Tail Apartments (18004 East Telegraph Rd)

298-unit apartment complex at East Telegraph Rd. and Whipple Rd. - 162 affordable units (40 Very-Low and 122 Low) along with 136 market-rate units The project will contribute significantly to the city's progress toward satisfying SCAG 6th Cycle RHNA requirements. preliminary site work Is underway (stockpiling) and results of the developer's application for tax exempt bonds for the development of the affordable portion of the project will be

announced in late August 2024 with hopes to begin construction in early 2025.

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

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

Harvest at Limoneira-Lewis (East Area 1)

All 586 lots for Phase I of the project have been sold to home builders and 585 homes are occupied. Of the 121 units available in Phase 1d, 50 units have been sold to Lennar Corporation and the remainder to Richmond American for housing development. Lennar has also purchased the entirety of the 545 units which comprise Phase 2 of the development (Foothill neighborhood). In addition, Lewis has submitted preliminary plans for the development of a 300 duplex rental units directly south of the Sports Park.

BUILDING AND SAFETY DIVISION

Permit and Fee Activity

March - May 2024

2024 VALUATION $280,041,992.26

BUILDING PERMITS	**235**	**$272,083.12**
PLUMBING PERMITS	**93**	**$15,650.00**
ELECTRICAL PERMITS	**200**	**$28,092.00**
MECHANICAL PERMITS	**90**	**$15,316.00**
TOTAL	**618**	**$331,141.12**

2023 VALUATION $1,085,381.42

BUILDING PERMITS	**71**	**$33,398.80**
PLUMBING PERMITS	**18**	**$2,241.00**
ELECTRICAL PERMITS	**86**	**$8,279.00**
MECHANICAL PERMITS	**16**	**$1,561.00**
TOTAL	**191**	**$45,479.80**

CODE COMPLIANCE DIVISION

There are currently a total of **102 active** code compliance cases and **1 closed** case.

Recruitment is currently underway for a Code Inspector.

ECONOMIC DEVELOPMENT

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

expand options for employment growth.

Staff continues to participate in Business round-table meetings, PBID coordination and face-to-face meetings with businesses.

The Economic Development Standing Committee has had two meetings in the last quarter and has discussed the implementation of a business outreach program and strategies for addressing vacancies in downtown retail spaces. In addition, the committee will be working with staff to identify key economic development priorities and strategies as they relate to the City Council Strategic Goals.

OTHER ACTIVITIES

Development Services Process and Program Audit – Citygate

Citygate Consutling conducted staff and community interviews in January and in addition conducted community surveys (provided in English and Spanish). Hard copies of surveys were made available at customer service counters and surveys were direct emailed to prior permit applicants and businesses. Throughout the month of June 2024 Citygate reviewed their findings, recommendations and implementation plan with staff which culminated with a joint City Council - Planning Commission Study Session discussion on June 24, 2024. Staff will be working on work assignments and the allocation of resources to begin implementation of the identified process improvements.

Wayfinding Project – Hunt

Staff will be working with the consultant through the summer to complete an implementation plan that will include project priorities, project timelines and procurement strategies.

Infill Coordination.

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: CITY MANAGER'S DEPARTMENT REPORT - MARCH 2024 - JUNE 2024

Date: July 2, 2024

Agenda Item: 7.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Department Report for City Manager's Department for March 2024 - June 2024.

Presented by: Dan Singer, City Manager

BACKGROUND:

City Manager

- Worked with Council, the Executive Team and consultants to conduct a preliminary community survey, Santa Paula Speaks, on the wants and desires of the community related to streets, capital improvement projects, and local control issues within Santa Paula. As a result of this effort, Council has authorized placing a ballot measure in November 2024 to allow the voters to decide on their priorities. Additional community outreach and education will continue on this effort.
- Continued efforts on a national grant from the National League of Cities (NLC) to work on efforts in partnership with the Ventura County Community Foundation (VCCF) related to the Isabella Project and early education and childhood development in Santa Paula.
- Working with our Management Fellows, Deputy City Manager and Parks & Recreation Department, planned and coordinated the City's 122nd Anniversary & Union Oil Dedication Event, recognizing Chevron Corporation for their donation to the City. The event commemorated the property transfer with a memorial plaque and creation of a commemorative coin.

Deputy City Manager

Administrative

- Continued oversight, tracking and execution of objectives in Council's 2-Year Strategic Plan.
- In partnership with the Park's & Recreation Department, assisted with efforts related to

the Union Oil Building Request for Proposals (RFP).
- Continued oversight of the City's transition to joining the Clean Power Alliance (CPA) including outreach, addressing community FAQs and selection of city energy choices.
- Continued oversight of American Rescue Plan Act (ARPA) allocations and considerations.
- Kicked off a new employee engagement program known as MADE or Making A Difference Everyday in Santa Paula.

Economic Development

- Started new Santa Paula Business Connect Program to better engage with local businesses.
- Coordination and oversight of activities related to the Property Business Improvement District (PBID) to effectuate beautification and improvements to the downtown corridor.
- Continued oversight and tracking of professional services agreement with the Chamber of Commerce to support several of Council's 2-Year Strategic Plan objectives related to economic development in Santa Paula.

Grants

- Finalized grant funding agreement with County for $350,000 for the Boys & Girls Club and Community Center Renovation Project.
- Applied for and awarded a VCTC VCSAFE Grant for $85,000 to purchase a new Incident Response Vehicle for the Santa Paula Police Department.
- Applied for and awarded a California Emerging Technology Fund (CETF) grant providing the opportunity to secure $20,000 in funds to assist the community with broadband efforts which will be discussed with the Broadband Committee.

Legislative Affairs

- Traveled to D.C. with the Mayor and Merchant McIntyre to successfully secure Community Funding Project Requests of approx. $2M dollars in Federal funding support from Congresswoman Julia Brownley, Senator Padilla and Senator Butler for the Crosstown Pipeline Water project.
- Worked with Congresswoman Brownley and developer Lewis-Limoneria to advance efforts on the Santa Paula Bridge Project. Efforts resulted in the Congresswoman requesting an additional $500,000 to assist with the Santa Paula Creek work plan.
- Coordinated and conducted meetings with CA Senator Limon, Assemblymember Bennett, Ventura County Supervisor Long and the Mayor & Vice-Mayor.
- Drafted and submitted the following letters:
    - Letter of Support - Regional Early Action Planning Grants (REAP 2.0) Program Funding
    - Letter of Support: National League of Cities Grant Application Project Isabella
    - Letter of Support – Santa Paula Hospital
    - Letter of Support – Arts in the Parks Grant
    - Letter of Support – VC Multimodal Transportation Network Climate Project
    - Letters of Support – AB1772, SB1494, SB1094
    - Letter of Opposition – SB1037, AB1886, Initiative No. 21-0042A1

Public Information

- Led community engagement efforts related to Santa Paula Speaks, garnering approx. 2000 residents responses.
- Issued 9 press releases from March through June.
- Conducted meeting with ad hoc Communications Committee to focus on website redesign and evaluate Customer Relationship Management (CRM) vendors.
- Continued communications and support to all departments through Channel 10 content, Take 5 newsletter, social media, website updates and design and press releases.
- Continue to assist the Public Works department with weekly outreach and communications efforts for the Harvard Blvd. Water/Sewer & Pavement Project.
- Assisted with support for various ribbon cutting ceremonies throughout the City.

Management Fellows

- Established Santa Paula's first Leader Academy. Promoted the pilot program, which attracted 18 participants for the inaugural cohort which began April 9, 2024.
- Conducted research on Customer Relationship Management (CRM) software options and presented findings to the ad hoc Communications Committee. Implementation of Constant Contact is now in place and training of other staff has begun.
- Continued collaboration with Parks & Recreation Dept. to develop a Senior Master Plan for Aging.
- Researched and implemented downtown security efforts for the Property Business Improvement District (PBID).
- Assisted with translation efforts for the 2023 Water Consumer Confidence Report.
- Engaged in research and collaboration with the County on developing a Climate Action Plan for Santa Paula.
- Conducted research on Utility Bill Assistance programs across the County. Will present findings to Council in August 2024.
- Continued oversight of local business roundtable discussions in partnership with CEDD as part of Council’s 2-Year Strategic Plan. Meeting attendance continues to increase.
- Continued oversight of meetings and mixers to work towards the creation of a Cultural Arts Council, now officially the Santa Paula Arte & Cultura Collective of Santa Paula, a 501c3. Will come to Council in August 2024 with an update.
- Assisted with all social media channels, press releases, content design, website page creation, website calendar updates, social media upgrades, script writing, and new city video newsletter.
- Additional work conducted includes:
    - Efforts related to Santa Paula Speaks.
    - PBID Annual Report
    - Coordinate and schedule interpretation services for public meetings.
    - Harvard Blvd. Project updates and dissemination via Constant Contact.
    - Helped facilitate the placement of Measure T decals on the city's vehicles.
    - Completed the onboarding training for DocuSign E-Signature to assist with its integration into our workplace.
    - Employee Enrichment activities related to MADE Program.

Human Resources Department

- Hosted Lunch & Learn: *Coping with Stress - A Wellness Perspective* and *Day After 5 de Mayo* Employee Appreciation Event.
- Employee Training: Traffic Control & Flagging and Everyday Teamwork.

- Recognized and celebrated the 2024 Employee of the 1st Quarter.
- Successfully recruited and onboarded:
  Police - Police Officer (2)
  Public Works - Administrative Analyst; Street Maintenance Worker

Information and Technology Department

- Continued work installing and moving equipment for the new Mesa water tanks.
- Worked with contractors integrating communication systems for the East Area One wells, pumps, and tanks.
- Extended City network to Streets building at Corp Yard.
- Completed power and network extensions to accommodate the Police Command Post trailer at City Hall.

City Clerk's Office

- Processed 14 City Council agendas and minutes;
- Attended 4 Bid Openings;
- March-June - Processed Commission/Committee/Board applications, interviews, and oaths for:
  - One Measure T Oversite Committee;
  - One Park & Recreation Commission;
  - One Park & Recreation Youth; and
  - Five Affordable Housing Trust Fund Oversite Committee.
- Scheduled for interviews July 1st and appointment July 2nd:
  - Two Senior Advisory Committee;
  - One Park & Recreation Committee;
  - One Santa Paula Housing Authority;
  - One Design Assistance/Historic Preservation Committee; and
  - One Mobile Home Rent Review Commission.
- Continue to advertise and accept applications for Commissions, Committees, and Boards;
- Continue to update Maddy Act as changes are made;
- Processed 69 Public Records Requests;
- Processed and Posted 6 Notice of Publications (3/1/2024-6/26/2024);
- Processed the Annual Fair Political Practice Commission (FPPC) Form 700;
- Begun the Biennial Review of the Conflict of Interest;
- Begun the Election process for the November 2024 Elections; and
- Working with Consultant on updating the City Records Retention.

ANALYSIS:

None

STRATEGIC PLAN:

None

FISCAL IMPACTS:

None

OPTIONS:

None

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Police Chief

Subject: POLICE DEPARTMENT REPORT

Date: July 2, 2024

Agenda Item: 7.F

RECOMMENDATION:

(1) Receive and file Police Department Report.

Prepared by: Don Aguilar, Police Chief

BACKGROUND:

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

ANALYSIS:

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

1. Crime Statistics
2. Training
3. Department Project Upgrades Status
4. Staffing/Recruitments
5. Accomplishments
6. Officer of the Year
7. Engagement
8. Emergency Preparedness

STRATEGIC PLAN:

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

Goal:
Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating.

Objective 3:
Work towards the execution and implementation of the Police Department Strategic Plan

FISCAL IMPACTS:

None

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES
- City Council Special Meeting June 5, 2024
- City Council Regular Meeting June 5, 2024

Date: July 2, 2024

Agenda Item: 10.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:

None.

ATTACHMENTS:

2024.06.05 City Council Special Minutes.pdf
2024.06.05 City Council Regular Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
June 5, 2024, 5:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1), Title: City Manager

Council recessed to closed session at 5:01 p.m.

5) CLOSED SESSION REPORT

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

6) ADJOURNMENT

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

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
June 5, 2024, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Cornejo called the meeting to order at 6:34 p.m.

2) INVOCATION

Rev. Audrey Vincent provided the Invocation.

3) FLAG SALUTE

Vice Mayor Chavez led the flag salute.

4) ROLL CALL

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

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported Council convened in closed session at 5:00 p.m. There was no reportable action taken on the following item:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54947(b)(1), Title: City Manager.

6) PUBLIC COMMENT

Mary Ann Krause was called to speak with concerns of the possible closing of the Maternity Unit and ICU at Santa Paula Hospital.

Richard Rudman was called to speak on the importance of the Farmer's Market and making it grow.

Connie Romero was called to speak with concerns of safety at the pedestrian crossing at the intersection of 4th and Main Street. City Manager Dan Singer explained that new equipment is in the works to upgrade that intersection.

7) PRESENTATIONS

7.A) PRIDE MONTH PROCLAMATION

Mayor Cornejo presented the Pride Month Proclamation to Brittany Botts-Volaski and the Members of the Santa Clara River Valley Pride Committee.

AJ Holmes was called to speak in support of the Pride Month Proclamation.

Dr. Nancy Grass was called to speak in support of the Pride Month Proclamation.

Cynthia Salas was called to speak in support of the Pride Month Proclamation.

Francisco Estrada was called to speak in support of the Pride Month Proclamation.

7.B) LEAGUE OF CALIFORNIA CITIES LEGISLATIVE UPDATE

This item was postponed.

7.C) UNITED WATER CONSERVATION DISTRICT PRESENTATION

John Lindquist, Water Resources Supervisor, presented the United Water Conservation district Presentation.

7.D) VENTURA COUNTY HEALTH CARE AGENCY & SANTA PAULA HOSPITAL PRESENTATION

Barry Zimmerman, VCHCA Director provided a presentation on the Ventura County Health Care Agency.
John Fankhauser, M.D., CEO VCMC/Santa Paula provided a presentation on the Santa Paula Hospital.

Cynthia Salas was called to speak expressing she would have liked to have known earlier on the status of the down cline of the use of the Santa Paula Hospital in order to assist in getting the word out to the public.

8) CITY COUNCIL REPORTS

Councilmember Sobel:
Attended the Bobcat opening; Ventura County Regional Energy Alliance Energy meeting; Santa Paula Unified School District Career and Education Celebration; Women Economic Venture Event Community Impact Report; Volunteer Appreciation Evening; Santo Niño de Atocha Welcoming Walk; Memorial Day Celebration; Isabella Project Meetings; Fire Station 29 groundbreaking event; 2x2 meeting with Santa Paula Unified School District at Harvest; and the Celebration for Maddie Sifantus.

Vice Mayor Chavez:

Announced upcoming community events: Santa Paula Cruise Night; Farmers Market; Guadalupe Church Santo Nino de Atocha Procession and Closing Mass; Santa Paula Social Services Coalition Fair & Social Services Fair; Cirtus Festival; and 4th of July drone show.

Councilmember Crosswhite:
Attended the Volunteer Appreciation Event; Bobcat opening; and Southern California Association of Governments meetings.

Councilmember Juarez:
Announced that the Senior Advisory Committee meeting was canceled for May and June; attended the Employee Appreciation and Cinco de Mayo event; assisted with the orientation of new Police employee; attended the Senior Wellness Fair; Joint Planning Commission meeting; Police Memorial Ceremony; Rotary Scholarship Ceremony; Odd Fellows Function; Isbell School, The Challenge Event; Santa Paula Blue Ribbon Advisory Committee; Memorial Day Service at the Cerimetry; announced landslide pedestrian pass on the Hwy 150; Fire Station Groundbreaking; Business Roundtable; Citizen Corp Liaison meeting and announced upcoming Cruise Night.

Mayor Conejo:
Attended Memorial Day Ceremony at the Cemetary; 2x2 meeting; Business Roundtable meeting; the Santa Paula Unified School District presentation; Ventura County Taxpayers Foundation Outlook Conference; Zoom Discussion regarding Universal Income with CEO Vanessa Bechtel from the Ventura County Community Foundation; meeting with Supervisor Long; Bobcat opening; Employee Appreciation event; Santa Paula Unified School District Career and Education Event; and Santa Paula Basin Pumpers Annual Meeting.

9) CITY MANAGER REPORTS

City Manager Singer:
Attended the Fire Station Groundbreaking; 2x2 meeting; and Business Roundtable meeting.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

Joint City Council and Planning Commission Special Minutes May 9, 2024
City Council Special Meeting May 15, 2024
City Council Regular Meeting May 15, 2024

Councilmember Juarez recused from the May 15, 2024 minutes.

10.B) RESOLUTION NO. 7520 OPPOSING INITIATIVE NO. 21-0042A1 - THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

This item was postponed.

10.C) APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) SEEKING A PROHOUSING DESIGNATION BY THE STATE

This item was pulled for separate discussion and vote.
Council was in consensus to move this item to the June 19, 2024, meeting, providing time to further study the item.

10.D) THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TRIPEPI SMITH AND ASSOCIATES FOR MEDIA RELATIONS AND PUBLIC INFORMATION SERVICES

10.E) EAST AREA 1 TRACT 5854 - RESOLUTION NO. 7513 PARTIALLY ACCEPTING PHASE ONE OF THE SPORTS PARK IMPROVEMENTS WITH A ONE YEAR WARRANTY

This item was pulled for separate discussion and vote.
City Attorney Monica Castillo provided information of changes as follows:
1. Remove from the staff report, the second paragraph under Analysis "Consistent with DA Amendment No. 4 Developer will deposit $200,000 to ensure the successful establishment of turf using sod. This provision is also consistent with Section 11 of the Acquisition Agreement that allows for a retention of 150% of the value of remaining work to ensure completion." The Development Agreement does not require Limoneira Lewis to make a deposit. They are going to put up that cash contribution, which they may have already.; and
2. Amend the resolution, deleting the existing recital, Section 1. K., and replace with "Under Section 11 of the Acquisition Agreement, upon acceptance of the Sports Park Phase 1 Improvements, the City must issue payments from CFD funds in the amount of the acquisition price, "provided and to the extent that funds are available, except that [LLCB] shall choose one of the following options prior to release of the final five percent (5%) [of the acquisition price]: (1) City shall retain five percent (5%) of the acquisition price until expiration of the one-year warranty period for the subject [Sports Park Phase 1 Improvements]; or (2) [LLCB) shall obtain a maintenance bond until expiration of the one-year warranty period for the subject [Sports Park Phase 1 Improvements]."; and deleting the recital, Section 2. D. and replace with "LLCB will provide for a warranty agreement for a period of one (1) year in an amount equal to a maximum of five percent (5%) of the acquisition price of the Sports Park Phase 1 Improvements (i.e., $678,217.50) accepted by the City in satisfaction of Section 11 of the Acquisition Agreement."

Motion: Approve as amended Resolution No. 7513 partially accepting the East Area 1 Tract 5854 Phase One of the Sports Park Improvements with a One Year Warranty, amending the staff report and resolution as provided by the City Attorney.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

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

Item 10.B was postponed to a later date. Items 10.C and 10.E were pulled for separate discussion and vote.

Motion: Approve Consent Calendar items 10.A and 10.D. with Councilmember Juarez recusing on item 10.A, minutes dated May 15, 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

11) PUBLIC HEARING

11.A) INTRODUCTION AND WAIVER OF FIRST READING OF ORDINANCE NO. 1337 TO GRANT A FRANCHISE TO BLACK WALNUT ENERGY STORAGE, LLC FOR UNDERGROUND INTERCONNECTION AND TRANSMISSION EQUIPMENT IN, ALONG, ACROSS, UPON, AND UNDER CERTAIN PUBLIC STREETS AND RIGHT-OF-WAY WITHIN THE CITY OF SANTA PAULA

Mayor Cornejo opened the public hearing. With no public comments, the public hearing was closed.
This item was presented by Tom Tarantino, Planning & Economic Development Manager and Ginger Andersen, Project Representative with Brownstein Hyatt Farber Shreck.
City Clerk Julie Latshaw announced there was no protests received.

Motion: Approve waiving the first reading and introduction by title only Ordinance No. 1337 entitled "Ordinance to Grant Franchise to Black Walnut Energy Storage, LLC to Use or Lay and Use Interconnection and Transmission Wiring and Appurtenances for the Purpose of Transmitting and Distributing Electricity In, Along, Across, Upon, and Under Certain Public Streets and Right-of-Way Within the City of Santa Paula."
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.B) SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT FISCAL YEAR 2024/25 ANNUAL BUDGET AND ASSESSMENT LEVY

Mayor Cornejo opened the public hearing. With no public comments, the public hearing was closed.
This item was presented by Clete Saunier, Public Works Director and Haley Ralston, Project Geologist with ENGEO Incorporated.

Motion: Approve Resolution No. 7519 approving the fiscal year 2024/2025 budget and extending a $1,246.00 assessment levy per residential parcel onto the fiscal year 2024/2025 tax roll for the Santa Paula Geologic Hazard Abatement District.
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

12) ACTION ITEMS

12.A) CITYWIDE GOVERNANCE POLICY CONSIDERATION

This item was presented by Deputy City Manager Jonathan Royas.

Cynthia Salas was called to speak opposing a citywide governance policy.

Motion: Table this item until after the November 5, 2024 election, on the establishment of a Citywide Governance Policy.
Moved by Carlos Juarez, seconded by Pedro A Chavez

Vote: Motion carried 3-2
Yes: Leslie Cornejo, Pedro A Chavez, Carlos Juarez
No: Jenny Crosswhite, Andy Sobel

12.B) FIRST AMENDMENT TO THE AFFORDABLE HOUSING TRUST FUND OVERSIGHT COMMITTEE GUIDELINES

Motion: Approve as amended Resolution 7522 amending the Affordable Housing Trust Fund Oversight Committee Guidelines to further refine the definition of "public employee" and add Section 2.D providing some flexibility to the Council relative to appointments outside the enumerated membership categories, and add additional amendments as follows: 1) Section 2.B., strike "A U.S Citizen"; 2) Section 2.B., add the word "someone" in the paragraph of Not a public employee; and 3) Section 5.3, add "in consultation with staff".
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

Motion: Approve to continue the meeting past 10:30 p.m.
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

12.C) APPOINTMENTS TO THE AFFORDABLE HOUSING TRUST FUND OVERSITE COMMITTEE

Motion: Approve Appointment of applicants to the Affordable Housing Trust Fund Oversite Committee as follows:
Three-year term (6/5/2024-6/5/2027) Gloria Martinez, Olav Hassel, and Gayle Washburn
Two-year term (6/5/2024-6/5/2026) Joseph Beerhalter and Christen Lopez
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

12.D) CONSIDERATION OF AN AD HOC COMMITTEE TO ADDRESS AN AFFORDABLE HOUSING FUNDING REQUEST

Vice Mayor Chavez recommended Mayor Cornejo and Councilmember Crosswhite to serve on Ad Hoc Committee on Affordable Housing. Council was in consensus with the recommendation.

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

Looking to possibly schedule for June 26th, a joint City Council and Planning Commission meeting to go over the findings of Citygate.
City Manager Dan Singer will verify if there is a legislative platform that will allow the Mayor to send a letter to the Ventura County Board of Supervisors opposing the closing of Santa Paula Hospital units.
Vice Mayor Chavez indicated that his request to place on a future agenda regarding a vacant property ordinance, can be discussed after hearing from the Community Development Department report on June 19th.

14) ADJOURNMENT

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

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: COUNTY RIGHT OF WAY USE AGREEMENT TO INSTALL AND INTERCONNECT CONDUIT AND FIBER OPTIC CABLE NETWORK

Date: July 2, 2024

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends City Council:

1. Approve and authorize the City Manager to execute a Right of Way (ROW) Use Agreement with the County of Ventura, in a form approved by the City Attorney's office, to allow access to the City's ROW in exchange for two (2) strands of dark fibers along the 46-mile County network route.

BACKGROUND:

The County of Ventura embarked on a regional public fiber network in 2022, which will serve to ultimately interconnect all of the cities in the County to improve inter-agency communications, public safety, and emergency response, while also providing an asset that could be leveraged to address broadband affordability and access for businesses and residents within the County. In addition, these actions are being taken to help close the "digital divide."

In January 2023, the County solicited a qualified private Internet Service Provider (ISP) partner and selected Astound Broadband as the operator of this regional network. Astound will privately fund and build extensions from the County network into residential neighborhoods and business corridors to provide competitive, high-speed internet services, particularly focused on under-served areas.

ANALYSIS:

Staff is requesting approval to execute a Right of Way ("ROW") Use Agreement with the County of Ventura ("County") to grant the County permission to encroach under, on, and along the City ROW for the purpose of installing, maintaining, and operating Ventura County's Fiber Network.

The County would compensate the City for use of the City's ROW by authorizing the use of two strands of dark fiber along the 46-mile length of the County Fiber Network route, from U.S. Highway 101 and extending east to Interstate 5, providing the City with interconnection

capabilities on either end with the California State Middle-Mile Broadband Network.

A portion of the County Fiber Network will encroach upon, under and across the public rights-of-way of the City following an approximate route along N. 12th Street from the railroad crossing, and running along E. Santa Barbara Street, providing for interconnection with the City network near the intersection of 8th Street and Santa Barbara Street, before reconnecting back onto the railroad ROW near N. 7th Street, and will require directional boring and other construction within said public rights-of-way along the routes depicted in Attachment A (for map, see Exhibit A to the proposed Agreement attached to this staff report.)

The proposed approximately 46-mile route roughly follows Highway 126 and the railroad tracks used by Sierra Northern Railway, starting with a California State Middle Mile interconnect at Highway 126 and Interstate 5, and heading west all the way to U.S. Highway 101 (and a second California middle-mile interconnect), before continuing south and terminating at the intersection of W. Gonzales Road. The County map is Exhibit B to the proposed Agreement. The route diverts into each City along the way to interconnect with the respective cities' networks and to bring the network in closer proximity to potential subscribers.

The County has since negotiated a joint build with the State of California along the route; the original State middle-mile route was proposed to follow Highway 126 from I-5 but stop in Santa Paula; through the County-State joint build, the state middle mile will now follow the same County route and extend all the way to U.S. 101, providing the City with multiple interconnection points along the state network.

State telecom franchise agreements provide qualified ISPs like Astound Broadband with rights to encroach on any public ROW, that only applies to assets owned by the ISP. While Astound Broadband will be the County's private partner, handling all construction, operations, and maintenance of the County network, the assets (conduit, fiber, and outside plant) will be publicly owned by the County, thus requiring the ROW Agreement between the City and County. The Agreement provides the County with the ability to sub-license the ROW access to the State of California with prior written notice to the City, so that the State's conduits/plant (as part of the middle-mile joint build) can similarly be located in the same trench within City ROW.

As compensation for access to the City's ROW, the County would provide two (2) strands of dark fiber for non-commercial City use along the entire ~46-mile route in perpetuity. These dark fiber routes would provide capabilities for the City, including enabling the City, if it so desired, to secure its own wholesale data transport, rather than paying for monthly subscriptions to Spectrum or any other carriers that are providing service now or in the future. The market value of a dark fiber strand in Ventura County is currently approximately $50 – 55 per strand mile, per month.

Construction of the County Network is anticipated to start in late 2024, but final joint build agreements with the State, which require the ROW access as contemplated in the Agreement, are being finalized now.

STRATEGIC PLAN:

Approval of this item supports City Council's goal of maintaining and developing the City's infrastructure to be safe, sustainable, innovative, and cost-efficient under Section C.

Infrastructure, Transportation & Mobility of the two-year Strategic Plan.

FISCAL IMPACTS:

There are no fees or costs that would create a financial impact to the City that would be triggered by the Agreement. The compensation of two (2) dark fiber strands could, in the future, potentially save the City the annual expenses it might have incurred if it were to lease dark fiber from a private carrier. However, the strands are reserved for non-commercial uses and cannot be leased, sold, or used for revenue-generating purposes.

OPTIONS:

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

1. Provide staff alternative direction.

ATTACHMENTS:

Attachment A - Santa_Paula_-_ROW_License_Agreement_-_Ventura_County_Fiber_5-20-24-c1jr1.docx

RIGHT OF WAY USE AGREEMENT
(Ventura County – City of Santa Paula)

This Right of Way Use Agreement ("Agreement") is made effective as of the latter of the two signatures below, by and between the City of Santa Paula, a general law city and municipal corporation of the State of California (hereinafter called the "City"), and the County of Ventura (hereinafter "County"). City and County are collectively known as the "Parties."

WHEREAS, the County has undertaken a countywide broadband strategic planning process to upgrade County communications and services and expand connectivity, competition, and access to all residents, businesses, and stakeholders of the County;

WHEREAS, in pursuit of the County's broadband goals, the County intends to construct and operate a fiber optic network consisting of fiber, conduit, cabinets, handholes, and other appurtenances ("County Fiber Network");

WHEREAS, a portion of the County Fiber Network will encroach upon, under and across the public rights-of-way of City following an approximate route along N. 12th Street from the railroad crossing, and running along E. Santa Barbara Street, providing for interconnection with the City network near the intersection of 8th Street and Santa Barbara Street, before reconnecting back onto the railroad ROW near N. 7th Street, and will require directional boring and other construction within said public rights-of-way along the routes depicted in Exhibit A attached hereto and incorporated herein;

WHEREAS, under City's Municipal Code, Chapter 18.100, no encroachment or excavation is permitted within the City's public rights-of-way without an encroachment permit or other authorization from the City;

WHEREAS, pursuant to Section 18.100.070(I), no City encroachment permit is required for encroachments or excavations on or in a City public right-of-way if the encroachment is made pursuant to a license that has been approved by the city council and grants a revocable permission to occupy a particular portion of City public rights-of-way, such as contemplated herein;

WHEREAS, County has requested authorization from City to install the County Fiber Network within the City's public rights-of-way;

WHEREAS, in lieu of any other compensation for such rights, County is willing to allow City to use specified fibers in the County Fiber Network for City's non-commercial governmental purposes;

WHEREAS, the County, as lead agency, has determined that the Project, including this Agreement, is statutorily exempt from CEQA pursuant to Senate Bill 156 (2021) ("SB 156"). (Pub. Res. Code § 21080.51.) Pursuant to SB 156, CEQA does not

apply to a project funded by Item 7502-062-8506 of the Budget Act of 2021 or any entity, including a public entity or private or nonprofit corporation, that consists of linear broadband deployment in a right-of-way and meets all necessary conditions;

WHEREAS, the City is a responsible agency under CEQA with respect to the Project;

WHEREAS, the City, in its role as responsible agency, has determined that the Project, including this Agreement, is statutorily exempt from CEQA pursuant to SB 156 and Public Resources Code section 21080.51 and all necessary conditions have been satisfied.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

A. COUNTY AUTHORIZATION TO ENCROACH UPON CITY PUBLIC RIGHTS-OF-WAY

1. **Authorization**. The City hereby grants County a license to encroach under, on and along its public rights-of-way for the purpose of the installation, maintenance and operation of the County Fiber Network upon various portions of City public rights-of-way, as more specifically depicted on Exhibit A attached hereto and incorporated herein.

2. **Term**. This grant shall be in perpetuity, unless revoked in accordance with this Agreement.

3. **Compensation to City**.

   a. The County shall not be required to pay to the City any ROW use fees for the authorization to use the public rights-of-way given hereunder other than those specified in this Agreement.

   b. In lieu of monetary compensation, City shall have the right to utilize two (2) strands of dark fiber along the path preliminarily identified in Exhibit B, as may be modified or changed in the final design ("City Strands"). No rent or license fee shall be payable to County from City for City's non-commercial use of the two (2) strands of dark fiber. County, at no cost to City, shall maintain the City Strands for the useful life of the asset, and City shall provide at City's cost, all electronics, connections, and other improvements and equipment utilized to utilize the City Strands.

B. COUNTY'S RESPONSIBILITIES

1. **Repairs**. Any and all damage to any property or public right-of-way resulting from the installation, maintenance, and operation of the County Fiber Network

by County shall be repaired by County at no expense to the City and to the satisfaction of the City or the reasonable satisfaction of the affected property owner. In addition, County agrees to restore all property or public right-of-way affected by construction of the County Fiber Network to the condition it was in prior to commencement of construction of the County Fiber Network, at no expense to the City or the affected property owner and to the satisfaction of the City or the reasonable satisfaction of the affected property owner.

2. **Damages to Property**. County shall assume all responsibility for all damages to property (including the County Fiber Network) or injuries to persons (including accidental death) which may arise from or be caused by County' performance under this Agreement or by the performance of any other party which County directly or indirectly employs to perform under this Agreement. The obligations of this paragraph apply regardless of whether such damage or injury accrues or is discovered before or after termination of this Agreement.

3. **City Remedial Work**. In the event County fails to perform any of its obligations under this Agreement within the period after delivery of written notice of such failure specified below and the City performs any such work, County shall reimburse the City its full actual, documented and reasonable costs.

4. **Notices of Failure to Perform**. If County fails to perform any of its obligations under this Agreement, the City may notify County of such failure and County shall remedy such failure within the following period after delivery of written notice by City: (i) within 48 hours for Emergency Repairs as defined below; (ii) within 10 business days for non-emergency repairs or maintenance or failure to pay amounts due to City; or (iii). "Emergency Repairs" means work to correct a hazardous condition whose condition would risk injury, loss of life, property damage, or where immediate correction is required to maintain or restore essential public utility service.

5. **Relocation**. County shall remove or relocate, without cost and/or expense to City, the County Fiber Network, or any part of it, if and when made necessary by either the installation, abandonment, change of grade, alignment or width of any street, sidewalk or other public facility or the construction, maintenance or operation of any other City or other public agency underground or aboveground facilities (including, by way of example and not limitation, any sewer, storm drain, conduits, gas, water, electric or other utility systems or pipes), provided that City or other public agency is acting in its governmental capacity. In the event all or any portion of any public rights-of-way occupied by County Fiber Network is needed by City or other public agency for a governmental purpose or in the event the existence of County Fiber Network or any part of it shall be considered detrimental to the public health, safety, welfare, or convenience or to governmental activities including, but not limited to, interference with City or other public agency construction projects, or is in conflict vertically and/or horizontally with any proposed City or other public agency installation, County shall remove and relocate County Fiber Network or the involved part of it, without cost or expense to City or other public agency, to such other location or

locations on the public rights-of-way as may be designated by City or other public agency. Said removal or relocation shall be completed, without cost or expense to City, within one hundred eighty (180) days of notification by City or other public agency. In the event County Fiber Network or the involved part of it is not removed or relocated within said period of time, City or other public agency may cause the same to be done at the sole cost and expense of County. To the extent relocation of County Fiber Network or the involved part of it is required solely to accommodate (i) a non-public agency third party for non-governmental reasons, (ii) City acting in a proprietary capacity for non-governmental reasons, or (iii) City acting on behalf of a non-public agency third party for non-governmental reasons, the relocation shall be paid for in advance by City or the non-public agency third party.

6. **Dig Alerts**. County shall become a member of "Underground Service Alert of Southern California" and agrees to maintain and keep current its membership in said organization throughout the term of this Agreement, and to comply with "Underground Service Alert of Southern California" noticing and other requirements.

7. **Indemnification.** County shall indemnify, protect, defend, and hold harmless the City, its City Council, officers, officials, employees, servants and agents against any and all claims, demands, losses, costs, expenses, fees, penalties, damages, or liability of any kind or nature resulting from, or arising with respect to, the grant of this Agreement including the City's determination that the grant of this Agreement and the County Fiber Network is covered by one or more categorical exemptions pursuant to the California Environmental Quality Act and is not subject to any exceptions. As indemnitees, the City, City Council as well as the City's boards, commissions, officers, agents, volunteers and employees shall have the right to approve the attorneys selected by County to represent them. In the event County does not provide attorneys acceptable to the indemnified parties, the indemnified parties may select attorneys of their choice, so long as the attorney's rates do not exceed the greater of the rates the indemnified parties pay for other legal services, or the amount the County pays for their legal services in the matter.

8. **As Built Maps.** County shall provide City with as built maps within thirty (30) days of completion of construction and final inspections.

9. **City Permits.** County will apply for and obtain all required permits and pay all City permit fees. However, no encroachment permit shall be required pursuant to Section 18.100.070(I) of the City Municipal Code.

C. CITY RESPONSIBILITIES

1. **City Cooperation.** To facilitate County's buildout of the County Fiber Network with minimal disruption to the general public from County's activities, the City agrees, to the best of its ability during the initial construction period, to do the following:

a. Provide streamlined processes and expedited response times for permits during the initial construction period. The City will use reasonable efforts to ensure that County's permit application for will be reviewed and acted upon within approximately thirty (30) days from receipt of a complete application. County understands that the City may contract with outside consultants to assist in expediting the review, inspection, and monitoring process, and these costs will be passed on to County in its permit fees, and must be paid to City as a condition of permit issuance; and

b. Cooperate with County to educate residents and businesses on potential disruptions from construction, and public right-of-way access.

D. OTHER TERMS

1. **Responsibility for Costs.** Except as specified otherwise herein, each Party will be responsible for and bear all of its own costs and expenses incurred at any time in connection with the performance of its responsibilities under this Agreement.

2. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of California. Any dispute or controversy arising under or related in any way to this Agreement shall be adjudicated by a state court of competent jurisdiction located in Ventura County, California.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

4. **Termination to Protect Public Welfare.** The City may terminate this Agreement in order to protect the public health, welfare, and/or safety at any time by providing one hundred eighty (180) days' written notice of said termination to County; provided that, no such written notice of termination may be provided by City unless the City Council makes a determination that, in the opinion of the City Council, such termination is warranted, after holding a public hearing to consider such facts and circumstances that are relevant to the determination and at which public hearing County shall have be given an opportunity to be heard. When said termination occurs, County shall have no further right to utilize those portions of the County Fiber Network within the City in any manner and (i) County shall remove the County Fiber Network at its own expense and shall repair and restore all City property and all public rights-of-way which were affected by the placement, maintenance, or removal of the County Fiber Network to a condition satisfactory to the City; or (ii) if City so elects, County shall leave the County Fiber Network (or portions thereof) in place and transfer those portions of the County Fiber Network within the City to the ownership of City without the payment of any compensation. Whenever County incurs an obligation to remove or leave in place and transfer those portions of the County Fiber Network within the City pursuant to this

paragraph, County shall comply with its obligation within ninety (90) days of the effective termination date of this Agreement.

5. **Notices.** All notices required or provided for under this Agreement shall be in writing, delivered in person or by certified mail, return receipt requested, addressed to the parties as indicated, below. Any notice so delivered shall be effective on the date of its delivery. Any party may change its address for notice by giving ten (10) days' notice of such change in the manner provided for in this paragraph. Notices may be served as follows:

a. Upon City, to Dan Singer, City Manager, or at such address as City may subsequently provide to County, and depositing such notice in the United States mail, postage prepaid or,

b. Upon County, to _____ , or at such address as County may subsequently provide to City, and depositing such notice in the United States mail, postage prepaid.

6. **Dispute Resolution.**

a. If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to resorting to judicial relief by a court of competent jurisdiction. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement. Each party shall pay their own costs of mediation. The parties shall jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the JAMS if they have been unable to agree upon such appointment within twenty (20) days from the conclusion of the negotiation period. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days.

b. If the parties are not successful in resolving the dispute through mediation as described above, the parties may pursue any remedy at law or in equity by a court of competent jurisdiction.

c. Notwithstanding the provisions of this para. 6, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement or to enjoin the other party from an asserted breach thereof, pending the selection of a referee, on a showing that the moving party would

otherwise suffer irreparable harm.

7. **Prevailing Party**. If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable costs and expenses in such amount as the court or arbitrator may adjudge to be reasonable attorney's fees and costs incurred by the prevailing party in such action or proceeding.

8. **Captions.** The captions herein are for convenience and references only and are not a part of this Agreement and do not in any way limit, define or amplify the terms and provisions hereof.

9. **Assignment.** County may sell, assign, transfer or lease any interest in those portions of the County Fiber Network within the City or assign or transfer any of its rights or obligations in this Agreement with the prior written notice to City.

10. **Sub-Contracting**. County may delegate or subcontract with any third party for the performance of any of its responsibilities or duties under this Agreement; provided that (i) County shall ensure the subcontractor is licensed and qualified to perform the work and the third party contract contains at least the same level of restrictions on the subcontractor as those contained in this Agreement; and (ii) any delegation or subcontracting by County will not operate to relieve County of its responsibilities and obligations under this Agreement. Rather, County remains responsible and liable for any work performed by a subcontractor as if County had performed the work itself and County accepts complete responsibility for the acts or omissions of its agents, subcontractors and all others it hires, engages, or contracts with to perform or assist in the performance of the Agreement.

11. **No Waivers.** A waiver by the City of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this agreement, whether of the same or different character.

12. **Severability.** If any part of this agreement is held invalid, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable, or otherwise frustrate the purposes of this agreement.

13. **Independent Contractors.** The parties are independent entities and are not to be, and shall not be, construed as joint venturers, partners, employer/employee, or agents one of the other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement.

14. **Entire Agreement.** This Agreement, including the Exhibit A attached hereto, constitutes the entire agreement between the parties and supersedes any

previous oral or written agreements with respect to the subject of this Agreement. No amendment or modification to the Agreement shall be valid and binding unless in writing and signed by authorized representatives of both parties.

15. **Representations.** Each party represents, with respect to this Agreement: (a) has taken all corporate and/or governmental action necessary for the authorization, execution and delivery of such agreement and to make such agreement legal, valid and binding; (b) has no agreement or understanding with any third party that interferes with or will interfere with its performance of the Party's obligations under this Agreement; and (c) is not interfering with any other party's rights or contracts, or violating the terms of any agreements with other parties, by entering into and/or performing under the terms of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby sign below:

[SIGNATURE PAGE FOLLOWS]

CITY:

The City of Santa Paula

By: _____
Name: _____
Title: City Manager
Date: _____

COUNTY:

The County of Ventura

By: _____
Name: _____
Title: _____
Date: _____

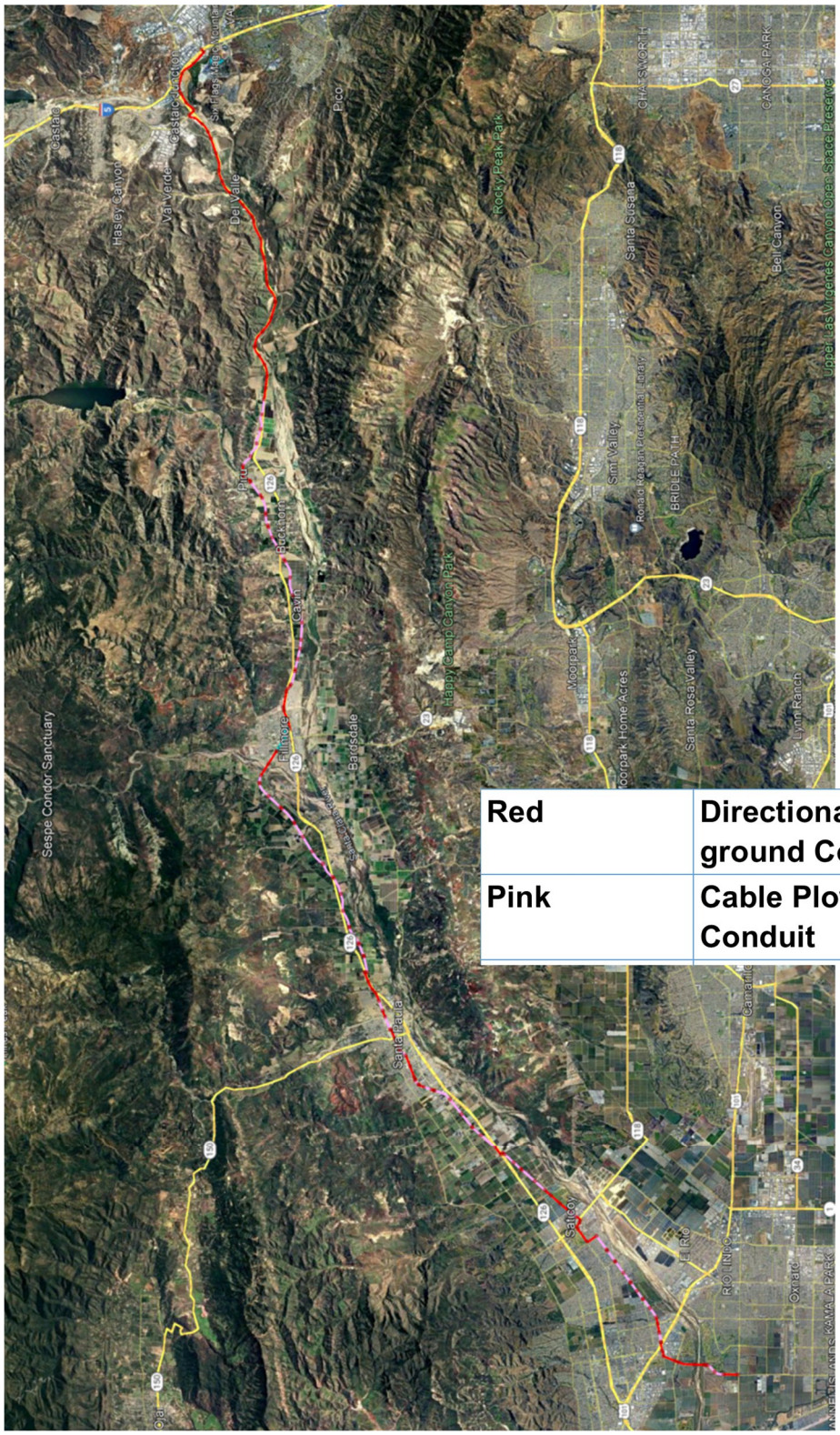
Exhibit A: County Fiber Network

County Fiber Network



Red	**Directional Bore Under-ground Conduit**
Pink	**Cable Plow Underground Conduit**

EXHIBIT B: County Fiber Network
County Network Route providing Dark Fiber strands



Red	**Directional Bore Underground Conduit**
Pink	**Cable Plow Underground Conduit**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES FOR PHASE I REDESIGN OF THE ADVANCED WATER TREATMENT FACILITY

Date: July 2, 2024

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with MKN & Associates, Inc. for the Advanced Water Treatment Facility (AWTF) Phase I Redesign in a form approved by the City Attorney.

BACKGROUND:

The Water Recycling Facility (WRF) was completed in 2010 and operates under a permit from the Los Angeles Regional Water Quality Control Board (LARWQCB) to discharge treated wastewater. The permit was amended in May 2022 (Waste Discharge Requirements R4-2018-0022-A1). The permit requires that chloride concentration in the effluent discharge be less than 110 milligrams per liter (mg/L) to meet a groundwater quality objective of 110 mg/L. Historically, the discharge has exceeded this limit, and the City received a Cease and Desist Order (CDO) for the WRF in February 2018 (CDO R4-2018-0023-A1, amended in May 2022) requiring the discharge be brought into compliance. The CDO allows ten years for the City to achieve full compliance with the effluent chloride limit by February 8, 2028.

Over the last several years, chloride concentrations at the WRF have been dropping near, and in some cases below, the 110 mg/L concentration requirement. Exhibit A presents a chart showing more than 12 years of average monthly chloride concentrations in the WRF treated effluent between January 2012 and April 2024.

The City has been preparing to construct the Advanced Water Treatment Facility (AWTF) to meet chloride limits at an anticipated capital cost of over $20 Million and an anticipated operating and maintenance cost of over $1 Million annually. It has been important to understand whether the long-term trend of decreasing chloride concentrations in WRF effluent is likely to continue or if future concentrations cannot predictably stay below the effluent limit. This trend could affect the need, or at a minimum, the design criteria for the AWTF.

In November 2022, City staff presented the Wastewater System Collection System Chloride

Source Evaluation technical memorandum (TM). The TM summarized a study conducted by the City, Ventura Regional Sanitation District (VRSD), and MKN. The objective of the study was to evaluate concentrations of chloride in Santa Paula's wastewater collection system in an attempt to identify potential sources, consider potential source control measures, and estimate whether the downward trend in chloride concentration is likely to continue. While the sampling program could not confirm the cause of reduction in chloride levels, it indicated collection system conditions will drive WRF effluent chloride concentrations. City Council directed staff to request an extension to the interim milestones of the CDO to continue studying the collection system chloride levels and evaluate the potential for the WRF to meet the chloride limits without the AWTF Project.

At the February 15, 2023 City Council meeting, City Council received an update on the wastewater chloride source study, considered options moving forward, and directed staff to develop a Chloride Source Identification Study to explore chloride reduction strategies with an estimated cost of $130,000 - $200,000. The detailed scope for the chloride study and cost of just under $131,000 was authorized in May. Sampling was conducted in June & July 2023.

At the November 15, 2023 City Council meeting, City Council received a report on the Draft Wastewater Chloride Source Identification Study. The Santa Paula Chloride Source Evaluation, conducted by Larry Walker Associates, aimed to identify sources of chloride impacting the Santa Paula Water Reclamation Facility. Initial efforts from the sampling conducted between April and September 2022 pointed to potential sources such as self-regenerating water softeners, water supply, residential and commercial water use. Subsequent investigations at nine strategic locations in June and July 2023 revealed major contributors in Central Santa Paula, Western Santa Paula, and downstream of Central Santa Paula on Acacia Road. These areas, particularly upstream of Site 19, within Western Santa Paula, and upstream of Site 7, were identified as focus areas for potential future chloride control strategies. The study recommended additional sampling at specific locations to confirm chloride sources, assess the feasibility of source control efforts, and determine where such efforts should be concentrated.

The November 15th report provided three options for moving forward, including 1) pausing the bid process for the AWTF and continuing the chloride study, 2) ending the chloride study and moving forward with the AWTF bid process using the current design, or 3) pausing the AWTF bid process and performing a design refinement study for the AWTF while continuing the chloride study concurrently. The third option was recommended by City staff and, after discussion and consideration, City Council directed staff to move forward with Option 3.

At the December 6, 2023 City Council meeting, City Council authorized MKN & Associates, Inc., (MKN) the AWTF Project Manager and Design Engineer, to perform the AWTF Design Refinement Study and to perform a second phase of the Chloride Study in conjunction with VRSD and Larry Walker Associates.

At the April 17, 2024 City Council meeting, City Council authorized MKN & Associates, Inc., to proceed with a proposal to implement the recommended "Phased Project" approach. City Council directed staff to prepare a scope of work to implement the "Phased Project" (Exhibit B).

<u>Status of Chloride Study</u>

As approved by City Council, VRSD has been working with a subconsultant to install flow meters and automatic samplers in the wastewater collection system to inform the ongoing chloride study. The effort has been delayed due to substantial wet weather and unforeseen equipment problems. The samplers and flow meters were installed the week of March 25th, resulting in a delay to the start of the Chloride Study. The second round of sampling conflicted with construction on City's sewer replacement project on Harvard Boulevard, resulting in additional delays. The second round of samplers were installed in May. The chloride results are pending completion of lab analyses. Once received, the results will be reviewed collectively to determine the best locations for the third round of sampling. Staff anticipates the draft Chloride Study will be available in August and an update to City Council is planned for September.

When the Chloride Study was initiated in the spring of 2022, the WRF effluent chloride concentrations had been at or below the 110 mg/L effluent limits for several months (Exhibit A). Between July 2021 and September 2022 (fifteen months), the effluent limit was met for all but one month. However, WRF effluent chloride concentrations have exceeded the 110 mg/L effluent limit since October 2022, averaging 118 mg/L, until most recently. In April, 2024, the concentration was 111 mg/L.

The Chloride Study may identify industrial dischargers that are contributing high chlorides to the collection system. However, the City may not be able to find and then enforce chloride limits on those dischargers in a timely manner or to an extent that would eliminate the need for any chloride removal at the WRF. Successfully identifying industrial dischargers could reduce the operating and maintenance expenses for the new AWTF and that is the most likely outcome. Given the amount of time required to update the design plans as discussed in the following section, and the need to meet the timeline required in the CDO, it is recommended that design proceed concurrent with the Chloride Study. Any results and recommendations from the Study would be available for City Council to consider before authorizing the project for construction bids and before the City would need to commit construction funds, providing some flexibility if significant industrial dischargers are identified.

ANALYSIS:

In order to determine how to best prepare the City to meet effluent chloride limits under varying chloride concentrations at the WRF, MKN completed the AWTF Design Refinement Study and presented it at the April 17 City Council Meeting. The Study concluded that a "Phased Project" approach, which would include developing a 500 gallon per minute (GPM) project that could be upgraded to a 1,000 GPM system in the future, is recommended to provide flexibility, cost savings, and adaptability to changing demands over time. The Phased Project is recommended to maintain flexibility to adapt to future conditions while realizing the cost benefits of not installing infrastructure until it is needed. Concurrently, continued close monitoring of the chloride concentrations is recommended to ensure they remain within manageable limits. Additionally, continuation of the Chloride Study is recommended to search for any identifiable and controllable excessive chloride discharges in the collection system. This dual approach ensures immediate compliance efforts are complemented by long-term preventive measures, thereby enhancing the project's effectiveness in safeguarding water quality and potentially saving the City's long-term operating and maintenance costs.

If City Council desires to move forward with modifying the existing WRF AWTF design to implement the Phased Project by authorizing the City Manager to execute Amendment No. 3

(Exhibit C), MKN will implement the anticipated schedule for the phased design, construction, and startup. The City would need to complete project construction, startup and commissioning by February 8, 2028 to meet the CDO requirements. As shown below, if City Council authorizes development of the Phased Project by June 2024--that is, authorize entering into Amendment No. 3, design and construction could be completed by May 2027. This would allow the City to meet the CDO milestone dates as detailed below.

1: Design and Engineering of AWTF Modifications (9 – 12 months):

- Prepare preliminary engineering report for the Phase one (1) 500-GPM AWTF. The preliminary engineering will provide the detailed design criteria for the various AWTF systems.

- Prepare revised engineering drawings, specifications, and procurement documents for Phase 1 construction.

2: Construction and Installation (20 – 24 months):

- Competitive bidding process for construction contract.

- Award contract and oversee the construction and installation of the Phase 1 AWTF.

- Conduct startup and system testing of the installed systems to ensure they meet design specifications and water quality standards.

- Officially commission the AWTF and begin initial operation, monitoring system performance closely.

3: Evaluation and Expansion Planning (ongoing evaluation with expansion planning starting after one year of operation):

- Assess the performance of the Phase 1 AWTF, including water quality improvements, operational efficiency, and cost-effectiveness.

- The plan for Phase 2 is based on actual flows and loadings, technological advancements, and lessons learned from Phase 1. Develop flow and chloride concentration triggers for the planning, design, and financing for Phase 2.

<u>Los Angeles Regional Water Quality Control Board</u>

On March 13, 2023, City staff sent a letter to the Los Angeles Regional Water Quality Control Board (LARWQCB) to provide an update on the City's current status with the WRF Cease and Desist Order, the AWTF Project, the CWSRF loan, and the chloride study. The letter provided the LARWQCB with an update on the AWTF Project and Cease and Desist Order, indicated the City's intentions to comply with permit requirements, and explained why the City elected to delay the AWTF Project bid in order to further study wastewater collection system chlorides. In June/July, the City received a response from the LARWQCB, indicating they would not extend the interim milestones, that the City had sufficient time to study chlorides in the collection system. MKN collaborated with City staff to prepare a letter to the LARWQCB to provide an update on the City's Collection System Source Identification Chloride Study, the status of the

AWTF Project with respect to the City Council's November 2023 direction, and to reiterate a request for extension and or leniency on the interim milestones. Staff submitted the letter on December 11, 2023, and have not yet received a response.

If City Council approves this budget reallocation request, City staff and consultants will notify RWQCB staff. Although interim milestones of the CDO have been missed, the schedule for these were tied to the final funding agreement, which was received and executed later than anticipated. According to RWQCB staff, penalties for missing interim milestones are discretionary. City staff have closely communicated with RWQCB staff throughout the planning and design process to communicate reasoning for the City's project decisions and strong intent to meet the final effluent deadline requirement (110 mg/L chloride by February 8, 2028). The Phased Project has been scheduled to meet the CDO final effluent deadline. Ongoing schedule updates will be provided to RWQCB staff as the project moves forward.

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. 3 provides for a budget reallocation of $1,129,027 for redesign of the Phase 1 AWTF *and an overall Agreement cost reduction of $121,107 due to the changed scope of work*. The budget would be reallocated from existing budget authorized for AWTF bid and construction phase services.

The budget for the AWTF was originally $1,310,396 for FY 2022/2023 through FY 2024/2025. If this budget reallocation is approved, approximately $1,129,027 will be allocated from the existing AWTF bid and construction phase services budget toward the tasks identified in Exhibit B, for a total contract reduction in the FY 23/24 budget of $121,107. *With the reduction factored in, the total not to exceed amount for the Agreement, as amended, will be reduced to $2,660,603.*

A future contract amendment for AWTF bid phase services and construction management services for FY 24/25 will be necessary since the current budget for this future work will no longer be available.

Potential cost savings from reduced capital and operating costs associated with the AWTF Phase I Redesign are approximately $585,000 per year. If chloride concentrations exceed the limits, capital and operating costs for the AWTF could be incurred and may be higher due to cost escalation or higher financing costs. Phase 1 of the project will be funded using the State Revolving Fund Loan the City has already secured. If Phase 2 is implemented in the future, the existing State Revolving Fund Loan could not be used for that project and the City would need to submit another application for Phase 2 program funding or identify other sources of funds.

Table 1: Budget Adjustment Request for Task 200

Account Number	Original Amount	Budget Increase	Budget Decrease	Total Project Cost
610-5-9227-290	$414,789	$895,607	$0	$1,310,396
610-5-9227-660	$895,607	$0	($895,607)	$0
Total	$1,310,396	$895,607	($895,607)	$1,310,396

Table 2: MKN & Associates & Associates Task 200 Project Amendment

Account Number	Task 200 - Contract Amount	Requested Third Amendment Reduction	Amended Contract Total
610-5-9227-290	$1,310,396	($121,107)	$1,189,289

OPTIONS:

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

1. Do not authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with MKN & Associates, Inc. for the Advanced Water Treatment Facility Phase I Redesign, including staff recommendations in this report. This may result in further delaying AWTF construction and fines from LARWQCB for not meeting the final CDO chloride reduction milestone.

ATTACHMENTS:

EXHIBIT A -Average Monthly WRF Effluent Chloride Concentrations.pdf
EXHIBIT B - MKN Proposal for AWTF Phase I Redesign.pdf
EXHIBIT C - Amendment No. 3 to PSA with MKN & Associates Final.pdf

EXHIBIT A

Average Monthly WRF Effluent Chloride Concentrations

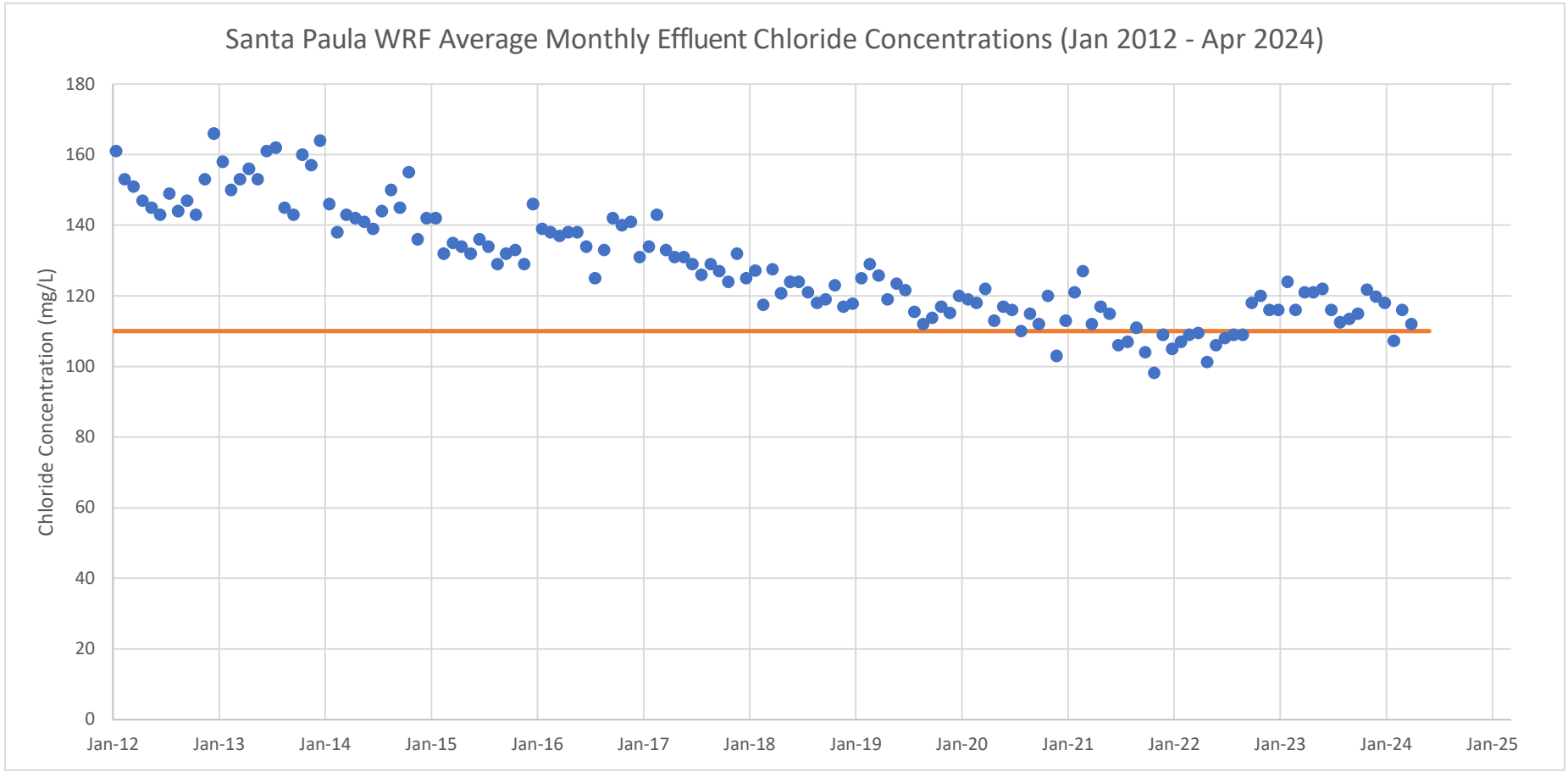

Santa Paula WRF Average Monthly Effluent Chloride Concentrations (Jan 2012 - Apr 2024)
Chloride Concentration (mg/L)
180
160
140
120
100
80
60
40
20
0
Jan-12
Jan-13
Jan-14
Jan-15
Jan-16
Jan-17
Jan-18
Jan-19
Jan-20
Jan-21
Jan-22
Jan-23
Jan-24
Jan-25

EXHIBIT B

MKN Proposal for AWTF Phase I Redesign

P.O. Box 1604
Arroyo Grande, CA 93421
805-904-6530 PHONE
805-904-6532 FAX

June 26, 2024

Clete Saunier
Public Works Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

Re: Amendment 3: Advanced Treatment Recycled Water Project – FY 2023-2026 Water Recycling Facility Operations, recycled Water, Stormwater and Water Program Support

Dear Clete,

At the April 17th, 2024 Santa Paula City Council Meeting, MKN presented an update on efforts to identify chloride contributions to the wastewater collection system and recommendations to reduce initial capital and operating costs for the proposed Advanced Water Treatment Facility (AWTF). MKN presented the draft Santa Paula AWTF Refinement Study which evaluated updated water quality and opportunities to optimize the AWTF design for efficiency. The Study recommended a "Phased Project" approach, installing a smaller AWTF system now which is designed to be easily expandable if/when the City needs to increase AWTF flows in the future. As a result of this meeting MKN was directed to prepare a scope of work to implement the "Phased Project", which will include modifying construction documents to develop a Phase 1 (500 gallon per minute or GPM) system that could be expanded to treat 1,000 GPM in the future. The Draft Santa Paula AWTF Refinement Study is attached.

MKN has prepared a revision to Task Group 200 from the FY 2022-2025 Water Recycling Facility, Recycled Water, Stormwater and Water Program Support Contract dated August 4, 2022. The following is intended to replace the scope of work for Task Group 200 in its entirety. No changes are requested in this Amendment 3 for the other Task Groups (100, 300, 400, and 500).

Project Background

The current design (2020) incorporates two nanofiltration / reverse osmosis (NF/RO) trains, each sized for 500 GPM, and supporting systems for a total design capacity of 1,000 GPM. As described in the Refinement Study, the design was reviewed to determine which portions of the treatment system could be phased, reducing the capacity for the initial installation while meeting treatment goals and allowing room for expansion as the flows increase. Phase 1 would provide a capacity of 500 GPM and allow for a second phase to reach a final capacity of 1,000 GPM. Table 1 includes the major equipment installations for the two phases.

Table 1: List of Major Equipment and Planned Phasing			
Equipment	**Phase 1**	**Phase 2**	**Remarks**
AWTF Capacity	500 GPM	1,000 GPM	
AWTF Influent Pumps	1+1 (Duty + Standby)	2+1 (Duty + Standby)	Each pump has a 500-GPM capacity; AWTF influent wet well remains the same size. The third pump pad shall be constructed in the first phase.
AWTF Building	Sized for Phase 2	Same	The building will be installed in Phase 1 at the original size.
Chemical Tanks (Lime, Magnesium Chloride, Sulfuric Acid) and Brine Tank	Sized for Phase 2	Same	The chemical tanks and brine tank will be installed in Phase 1 and sized for the final capacity.
Chemical Pumps and Skids	Sized for Phase 2	Same	Chemical pumps and skids will all be installed in Phase 1. The same pumps can be used in both phases.
NF System	Two Skids – 250 GPM each	Same Skids, add filters – 500 GPM each	The skids will be constructed according to the dimensions specified in the original design. The NF filters will be installed to accommodate a total flow rate of 500 GPM in Phase 1. Additional NF filters will be installed for Phase 2.
RO System	Two Skids – 250 GPM each Feed Pumps 220 GPM @ 15 psi	Same Skids, add membranes – 500 GPM each Feed Pumps 425 GPM @ 15 psi	The skids will be constructed according to the dimensions specified in the original design. The RO membranes will be installed to accommodate a flow rate of 500 GPM in the first phase. Additional RO membranes will be added, and feed pumps will be upgraded for Phase 2.
Clarification System & Wash Water System Skid	Consists of Reaction Tanks, Flocculation Tank, Clarifier, and Thickener	Same Components	All equipment will be installed in the first phase to the dimensions and capacities specified in the original design.

Table 1: List of Major Equipment and Planned Phasing			
Equipment	**Phase 1**	**Phase 2**	**Remarks**
AWTF Capacity	500 GPM	1,000 GPM	
UF System	Feed Pump 50 GPM @ 15 psi Crossflow Pump 15 GPM @ 15 psi Strainer & Static Mixers UF Pressure Skids (2) UF Filtrate Tank – 3,000-gallon UF Backwash Pump 130 GPM @ 36 psi Filtered Water Transfer Pump 100 GPM @ 30 psi	Feed Pump 92 GPM @ 15 psi Crossflow Pump 26 GPM @ 15 psi Strainer & Static Mixers Same 2 Skids, increased number of UF Pressure Vessels UF Filtrate Tank – 3,000-gallon UF Backwash Pump 254 GPM @ 36 psi Filtered Water Transfer Pump 185 GPM @ 30 psi	The quantity of UF pressure vessels on both skids will be increased for Phase 2. Pumps will be replaced in Phase 2. All other equipment will remain the same size and dimensions throughout the operation.
Brine Concentrator System	Feed Pump 45 GPM @ 30 psi Cartridge Filter Static Mixer Brine Concentrator System 60 Horsepower (HP)	Feed Pump 84 GPM @ 30 psi Cartridge Filter Static Mixer Brine Concentrator System 110 HP	The feed pump will be replaced in Phase 2. The brine concentrator will be replaced in the final phase.

Table 1: List of Major Equipment and Planned Phasing			
Equipment	**Phase 1**	**Phase 2**	**Remarks**
AWTF Capacity	500 GPM	1,000 GPM	
RO Permeate System Skid	RO Permeate Tank – 5,000-gallon Permeate Conveyance Pump 400 GPM @ 15 psi Permeate Cartridge Filter	RO Permeate Tank – 5,000-gallon Permeate Conveyance Pump 800 GPM @ 15 psi Permeate Cartridge Filter	The permeate conveyance pump shall be replaced in Phase 2.
Sludge Handling System	Thickener Sludge Pump 7 GPM @ 30 psi Filter Press	Thickener Sludge Pump 12.5 GPM @ 30 psi Filter Press	The thickener sludge pump will be replaced in Phase 2.
Clean-in-Place (CIP) Skid	CIP Tank – 600-gallon CIP Pump 250 GPM @ 45 psi Cartridge Filter	CIP Tank – 600-gallon CIP Pump 500 GPM @ 45 psi Cartridge Filter	The CIP pump will be replaced in Phase 2.

Phase 1 would be designed at this time and the facilities would be planned to allow future expansion to meet Phase 2 objectives. It is assumed the building size would remain the same, as would the stormwater, paving, utilities, and other supporting facilities.

The prior construction plans, specifications and estimates were completed to a 90% level of progress. MKN proposes to prepare the following deliverables:

- Preliminary Engineering Report Amendment 1;
- Revised 60% Plans, Specifications, and Cost Opinions;
- Revised Draft Final Plans, Specifications, and Cost Opinions; and
- Final Plans, Specifications, and Cost Opinions

MKN is also proposing to update the construction phase support Task Groups to incorporate rate increases due to project delays. This amendment includes an additional task (208P – Startup and Commissioning Support) to provide outside startup and operations support from Trussell

Technologies, an industry-recognized expert in brine minimization strategies and operations training.

Scope of Work

Task Group 200 – AWTF DESIGN AND CONSTRUCTION PHASE SERVICES

Tasks are identified below. Work under Task Group 200 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City. A table summarizing the original contract amount, estimated current expenditures (through March 31, 2024) and the recommended revised amount is included in Table 2.

Task 201 Project Management, Meetings, and Quality Control

MKN will provide the following services under this task group:

Subtask 201A – Client Coordination and Progress Reports

MKN will regularly coordinate with City staff, provide two (2) City Council reports, and provide brief monthly progress reports, via email, with invoices. A budget of 80 hours has been established for this work.

Subtask 201B – Project Schedule

MKN will update the project schedule in Microsoft Project format and will maintain the schedule throughout completion of the project.

Subtask 201C – Quality Control

MKN will perform quality control reviews of all deliverables prior to submitting to the City. A Senior Engineer or Principal Engineer who is not involved in the day-to-day design effort will perform an independent review of the project.

Subtask 201D – Phase 1 Site Meeting

MKN will attend a Phase 1 site meeting with City staff to review project scope, schedule, responsibilities of project team members, project deliverables, and any construction and operational concerns relevant to the proposed design modifications. Upon completion of the meeting, a site walk will be attended by the project team to identify any specific concerns prior to the initiation of work. Meeting minutes will be prepared and provided to the City to document meeting discussions and issues covered.

Subtask 201E – Progress Meetings

MKN will attend five (5) design-phase progress meetings. The following meetings are assumed for purposes of this proposal. We assume these meetings will be online unless in-person is specified below. Additional conference calls or phone meetings will be arranged on an as-needed basis as part of coordinating the project work.

- Two meetings related to RWQCB and financial planning coordination for the project;

- One meeting after the Draft Preliminary Engineering Report Amendment 1 submittal (in-person);
- One meeting after the 60% design submittal to discuss City comments (in-person); and
- One meeting after the draft final design submittal.

Task 202 – Regulatory Support and Coordination

MKN will assist with regulatory support, largely focused on coordination between the City, the Regional Water Quality Control Board, and the City's WRF Regulatory Consultant (Larry Walker Associates, "LWA"). This task was budgeted at 84 hours, plus $2000 for other direct costs. We are recommending no change to the original budget.

Task 203 – AWTF Consultant Procurement and Technical Support

MKN will provide technical support needed for the financial consultant, and assist City staff with consultant coordination. We assume this work will be completed within a budget of 48 hours.

Task 204 – Preliminary Engineering Report – Amendment 1

MKN will prepare an amended preliminary engineering report to present major Phase 1 project components, update preliminary design criteria and 30% design plans, and refine the opinion of cost in preparation for detailed design. The preliminary engineering report will include the following elements:

- Updated Process Design: MKN will prepare an updated process design describing:
    - Current WRF effluent flows and water quality
    - Target WRF effluent flows and water quality
    - Target waste flows
    - Major equipment list, including capacities
- Vendor Coordination: MKN and Trussell Technologies with work with the proposed process equipment integrator, Gradient, to confirm process requirements and confirm equipment costs
- Phase 1 Preliminary Design Criteria: MKN's team will update the major project design criteria, including civil, electrical, structural, and instrumentation
- 30% plans: MKN will prepare 30% drawings, including an updated building layout, process & instrumentation diagrams, and single-line diagram
- Opinion of construction cost: MKN will develop an opinion of probable construction cost based on the 30% design

Task 205 – Contract Documents

MKN will prepare construction plans and specifications and provide three (3) progress submittals (60%, Draft Final and Final). MKN's design team includes Trussell Technologies, Smith Structural Group, LLC (SSG) for structural engineering, and MSO Technologies for electrical engineering and controls. It is assumed that the City will provide front-end documents to MKN for modification and inclusion into the bid package and that MKN will prepare technical specifications in CSI format. Plans will be prepared in AutoCAD. The City staff and City Building Department will review the contents of each submittal and provide comments for incorporation into the subsequent

submittal. An opinion of probable construction costs will be prepared to accompany each submittal. The budget for this task was developed assuming the following:

It is anticipated that design and completion of the contract documents will be completed within the 2024/2025 fiscal year.

Subtask 205A – 60 Percent Submittal

Submittal will include the following items (electronic copy in PDF format):

- Draft full size (22" x 34") drawings
- Draft technical specifications (Divisions 02 to 44)
- Draft opinion of probable construction costs
- Identification of locations for potholing (already completed in previous submittals)

Subtask 205B – Operator Workshop

MKN will plan and attend an in-person design workshop with City/VRSD operations staff to identify concerns and discuss placement of equipment.

Subtask 205C – Draft Final Submittal

Submittal will include the following items (electronic copy in PDF format):

- Revised full size (22" x 34") drawings
- Draft front-end documents (Division 00 provided by City)
- Revised technical specifications (Divisions 02 to 44)
- Revised opinion of probable construction costs

Subtask 205D – Final Submittal

Submittal will include the following items (electronic copies in PDF, MS Word, and AutoCAD formats)

- Final full-size (22" x 34") drawings
- Completed front-end documents (Division 00 provided by City)
- Final technical specifications (Divisions 02 to 44)
- Final opinion of probable construction cost

Task 209 – Assist with Brine Disposal Coordination

MKN will continue to support the City's efforts to identify suitable locations and determining approval requirements to discharge brine generated from the AWTF. This will include meetings and responses to requests for information from staff at potential receiving facilities.

Assumptions

MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the City and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through City, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.

Fee Estimate

The original contract was approved in August 2022. Estimated expenditures for Task Group 200 under the original contract totaled $1,310,397 for FY 2022/23 through 2024/25. Work completed consists of the following:

- Project management – meetings, schedule tracking, and reporting to City staff
- Development of evaluations and studies to quantify and identify sources of chloride contributions to WRF effluent
- Coordination with State Water Resources Control Board and Regional Water Quality Control Board

Table 2 summarizes the difference between the original contract Task 200 budget and the recommended amended project budget. This Amendment 3 results in a reallocation of budget from the exiting Task Group 200 to fund design revisions. It is assumed a contract amendment will be submitted to the City to cover bid phase and construction phase services which are anticipated to begin in March of 2025.

Work will be invoiced on an hourly time and materials basis, with the proposed budget total not to be exceeded without written authorization from the City.

TABLE 2: PROPOSED AMENDMENT

Task	Original Contract - FY 2022/23 - 2024/25	Proposed Revised Contract – FY 2022/23 - 2024/25
201 Project Meetings & QA/QC	$28,576	$134,907
202 Regulatory Support and Coordination	$5,809	$29,415
203 AWTF Consultant Procurement and Technical Support	$7,671	$12,311
204 Preliminary Engineering Report	--	$272,323
204A1 –AWTF Design Refinement Study - Review Basis of Design	--	$7,785
204A2 –AWTF Design Refinement Study – Construction Phasing and Design Cost	--	$6,571
204A3 –AWTF Design Refinement Study – Technical Memorandum	--	$13,726
205 Construction Documents	--	$670,128
206A Grant Research	$18,132	--
206B CWSRF Loan Application and Coordination	$11,841	$6,559
207 Bid Phase Services	$48,360	--

Task	Original Contract - FY 2022/23 - 2024/25	Proposed Revised Contract – FY 2022/23 - 2024/25
]208 Construction Phase Services	$1,161,153	--
209 Assist with Brine Disposal Coordination	$28,854	$28,073
210 AWTF Contractor Prequalification (Complete)	--	--
211 AWTF Architectural Renderings	--	$7,491
TOTAL	$1,310,396	$1,189,289

A detailed estimate of hours and estimated other direct costs (ODCs) is provided on the attached tables. If approved, the contract would be reduced by $121,107.

We hope this proposal meets your expectations and look forward to continuing our work with you and the City.

Sincerely,

Michael K. Nunley, PE
Principal Engineer

Attachments:

- Draft AWTF Design Refinement Study
- Detailed Budget with Manhour Breakdown by Fiscal Year
- Subconsultant Proposals:
  - Trussell Technologies (Budget Only)
  - Smith Structural Group (Structural)
  - MSO Technologies (SCADA/ Electrical)
  - Gradiant (Process)

Trussell Technologies Cost Breakdown by Task
City of Santa AWTF Design Support

Task No.	Staff Classification	Scope	Trussell Technologies				ODC's		Total
			Principal Engineer I	Supervising Engineer I	Total Labor Hours	Cost	Mileage	Misc	
	Hourly Billing Rate		$340	$280					
204	**Preliminary Engineering Report**		40	108	148	$ 43,840.00	$ -	$ -	$ 43,840.00
204A	QA/QC process design and water quality targets	QA/QC effluent flows and water quality targets. Reading of background documentation to onboard Trussell to project	4	10		$ 4,160.00			$ 4,160.00
204B	Vendor Coordination with Gradiant	Assist MKN to coordinate with and review proposed process equipment integrator (Gradiant) to support design development, including modeling results, cost estimates, sizing, equipment submittals	20	60		$ 23,600.00			$ 23,600.00
204C	QA/QC design criteria and instrumentation for membrane systems	QA/QC and provide comments on design criteria	4	12		$ 4,720.00			$ 4,720.00
204D	QA/QC 30% P&IDs and control strategies	QA/QC and provide comments on 30% P&IDs and control strategies	10	22		$ 9,560.00			$ 9,560.00
204E	QA/QC OPCC	QA/QC and provide comments on 30% OPCC	2	4		$ 1,800.00			$ 1,800.00
205	**Contract Documents**		14	34	48	$ 14,280.00	$ -	$ -	$ 14,280.00
205A	60 Percent Submittal QA/QC	QA/QC and provide comments on 60% submittal to support design development. P&IDs, design criteria.	8	20		$ 8,320.00			$ 8,320.00
205B	95 Percent Submittal QA/QC	QA/QC and provide comments on 95% submittal to support design development. P&IDs, design criteria.	4	8		$ 3,600.00			$ 3,600.00
205C	Final Submittal QA/QC	QA/QC and provide comments on final submittal to support design development. P&IDs, design criteria.	2	6		$ 2,360.00			$ 2,360.00
SUBTOTAL DESIGN-PHASE SUPPORT			54	142	196	$ 58,120.00			$ 58,120.00
208	**Construction Phase Services**		102	166	268	$ 81,160.00	$ 3,600.00	$ 9,500.00	$ 94,260.00
208K	Engineering Site Visits	2 visits to site toward end of construction to verify installation is complete and prepare for startup and commissioning support	20	20		$ 12,400.00	$ 600.00	$ 2,000.00	$ 15,000.00
208P	Startup and Commissioning Support	- Review Plant Checkout Plan from Contractor and provide comments - Review Commissioning activities and documentation to ensure Gradiant provided unit processes have satisfactorily passed the Plant Checkout Plan and are ready for performance testing - Provide enhanced training beyond vendor training, such as hands-on training for City operations staff during startup and comissioning to help operations staff develop key SOPs (up to 5x 1-day visits) - Witness performance test (5 out of 14 days) (5 visits) - Review performance test completion report to ensure compliance with specs	82	146		$ 68,760.00	$ 3,000.00	$ 7,500.00	$ 79,260.00
TOTAL (DESIGN-PHASE AND CONSTRUCTION PHASE SERVICES)			156	308	464	$ 139,280.00	$3,600.00	$ 9,500.00	$152,380.00

Project No.: S20100 May 10, 2024

Michael Nunley, P.E.
via: mnunley@mknassociates.us
MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421

RE: Structural Engineering Services for:

Amendment 2 – Process Capacity Updates

City of Santa Paula – WRF - RO Building

920 Corporation St, Santa Paula, CA 93060

Dear Ms. Shields,

We thank you for considering SSG Structural Engineers, LLP as a member of your design team for the City of Santa Paula RO Building.

EXHIBIT A

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1. PROJECT SCOPE OF WORK

A. Project Description:

1. Support to Revise Capacity of the Equipment in the Building
   a. Modify plans to match new Process Design
   b. Support for other disciplines related to structural design and updates (Electical, Mechanical, Plumbing, Civil)
   c. Update to new code (2022 CBC v. 2019 CBC)
2. Remains Approximately 10,000 square foot building of similar architectural cues to adjacent WRF.

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3. Conventional Slab on Grade Foundation (awaiting Geotechnical Investigation)

B. Project Deliverables (Subject to terms and conditions of Exhibit B & C):

1. Participation in project kick-off meeting with design and construction consultants to be held in the general San Luis Obispo area.
2. Structural Design Development (60% CD's)
    a. Outline proposed structural system(s), placement and preliminary sizes of main framing members, and proposed framing assemblies.
3. Structural Design shall be based on the provisions of the 2022 California Building Code and ASCE 7-16.
    a. Seismic Restraint and Anchorage of Non-Structural Components (when information is available from Process Design Engineer).
        i. Water Tanks
        ii. RO Equipment Skids
        iii. Pumps/Motors
        iv. Roof Mounted HVAC Equipment
        v. Ground Electrical Equipment in excess of 400lbs
    b. Interior Framing, walls, ceilings, and anchorage.
4. Preparation of Structural Drawings to include the following:
    a. Roof Framing and Foundation plans
    b. Structural Detail Sheets
    c. Structural Notes/Sheet Specifications
    d. Structural Specification Sections
    e. Anchorage detailing of equipment or redline markups for incorporation in Civil, Electrical or Mechanical drawings.
5. Preparation of Architectural Drawings to include the following aspects:
    a. Building Floor Plans
    b. Building Elevations
    c. Building Sections
    d. Reflected Ceiling Plans
    e. Egress Plans
    f. Code Analysis
    g. Building Envelope Assemblies

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6. Respond to Structural Plan Review by the Authority Having Jurisdiction.
7. Construction Administration:
   a. Review of Contractor Submittals and Shop Drawings as they pertain to the approved Structural Construction Documents.
   b. Response to Contractor Requests for Information (RFI's) as they pertain to the approved Structural Construction Documents.
8. Structural Observations:

   Observations will be necessary, as required by the California Building Code or the Jurisdiction Having Authority. Structural Observation is the visual observation of the structural system for general conformance to the approved construction documents. Structural Observation shall be performed at significant stages of construction as outlined in the approved structural drawings. Structural observations are not intended to substitute, supplement, or replace inspections required by the Building Department or the Special Inspector. Structural Observation shall be in accordance with Sections 1702 and 1704.5 of the California Building Code.

   Frequency of Structural Observations is directly dependent on construction sequencing and accuracy of construction at the time of the observation. For the purposes of this proposal, it is anticipated that two (2) Structural Observations would be necessary during the course of construction. Additional visits shall be considered an additional service and billed as such.

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2. COMPENSATION:

Item	Compensation
Contract Amendment 2	HNTE $20,000
Total:	**$20,000**

All fees for services performed will be billed in accordance with the prime agreement.

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3. EXCLUSIONS: The following services are specifically excluded from the scope of services provided under the conditions of this proposal.

A. Services outside the generally accepted scope for the practice of Structural Engineering unless noted otherwise in scope or work.

B. Soils and/or Geotechnical Engineering or testing.

C. Detailed review of engineering design work completed by others.

D. Preparation of demolition drawings, site surveys or building services surveys

E. Material testing or Special Inspection Services

F. Design revisions, partial or complete outside the scope of Design Development.

G. Preparation of Record Drawings from the contractors 'As-Built' drawings.

H. Fire Suppression is deferred submittal.

I. Mechanical, electrical, plumbing, lighting and energy consultants

J. The review and approval of substitute or alternate materials.

K. Site, grading or civil related design.

L. Utilities or the support and housing of utilities located more than five (5) feet outside the building footprint.

M. Site and landscape furnishings and relocation of site utilities, including those running within five (5) feet of the building footprint.

N. Site shoring or shoring design for any means and methods of the contractor during excavations.

O. Construction cost or scheduling estimating.

P. Special construction consulting and inspection services.

Q. Payment of Municipal, Agency or permit fees.

R. Safety supervision.

S. Preparation/Production of Shop Drawings.

T. Specialty Foundation Solutions not noted in the geotechnical engineering report if received after structural completion of 50% Schematic Design (i.e. deep foundation or mat/raft foundations).

U. Corrosion engineering.

V. Cal-Green, LEED® or other sustainable Consulting outside of that related to the scope of Structural Engineering.

Some of these services can be provided on a time and material basis, should they become necessary during the course of the project.

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EXHIBIT B

1. EXTRA WORK

Any additional work that may be required, and not specified in the Work Description portion of "EXHIBIT A", will be considered as Extra Work. All revisions of completed work required by the client or changes in governmental policies, codes, ordinances or requirements will also be considered as Extra Work. All Extra Work will be charged on a time and material basis.

2. ADDITIONAL SERVICES

Additional work requiring the services of outside consultants or other direct expenses (i.e., mileage, shipping, printing, etc.,) shall be reimbursed at the rate of 1.10 times the direct cost.

3. ABANDONMENT OR TERMINATION OF PROJECT

If this project is abandoned or terminated, and written or verbal notice is given, payment will be due for all services performed up to the date of notice, including all Extra Work and Reimbursable Expenses.

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EXHIBIT C

1. SERVICES TO BE PROVIDED. Design Professional through and by its officers, employees and subcontractors is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional. The Design Professional's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Design Professional because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entitles involved in this project to carry out the intent of this paragraph.

2. PAYMENT TERMS. Client agrees to pay Design Professional's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the rate of 1-1/2% per month. Client receipt of invoice will be presumed three days after mailing by Design Professional first class, with adequate postage attached. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Design Professional shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Design Professional in connection therewith and, in addition, the reasonable value of the Design Professional's time and expense spent in connection with such collection action, computed at the Design Professional's prevailing fee schedule and expense policies. If the Client-fails to make payments when due or otherwise is in breach of this Agreement, the Design Professional may suspend performance of services upon five (5) calendar days' notice to the Client. The Design Professional shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. After five days prior notice to Client, Design Professional may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by Design Professional within 60 days of Client's receipt of Design Professional's invoice. The Design Professional shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. If the Client fails to make payment to the Design Professional in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the Design Professional. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Payments to the Design Professional shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expense. No withholdings, deductions or offsets shall be made from the Design Professional's compensation for any reason unless the Design Professional has been found to be legally liable for such amounts.

3. STANDARD OF CARE. Services provided by Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily experienced by members of the same profession currently practicing under similar circumstances.

4. PROFESSIONAL LIABILITY. The Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Design Professional and his or her sub-consultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

5. CONTRACTOR AND SUBCONTRACTOR CLAIMS. The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub-consultants to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness-

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fees and costs, so that the total aggregate liability of the Design Professional and his or her sub-consultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise permitted by law. It is intended by the parties that this provision is not an indemnity, but is a good faith agreement by the parties to place a reasonable and responsible limit for the amount of liability assumed by each party.

6. EXTENSION OF PROTECTION. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's officers and employees and their heirs and assigns, as well as the Design Professional's sub-consultants and their officers, employees, heirs and assigns.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

8. RIGHT OF ENTRY. The Client shall provide for the Design Professional's right to enter the property owned by the Client and/or others in order for the Design Professional to fulfill the Scope of Services included hereunder. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional and his or her sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

9. RIGHT TO RETAIN SUBCONSULTANTS. The Design Professional may use the services of sub-consultants when, in the Design Professional's sole opinion, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. The Design Professional's use of other consultants for additional services shall not be unreasonably restricted by the Client provided the Design Professional notifies the Client in advance.

10. FIELD REPRESENTATIVES. The presence of the Design Professional's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or investigation of specific aspects of the project as authorized by the Client. Should a contractor(s) not retained by the Design Professional be involved in the project, Client will advise such contractor(s) that the Design Professional's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of the Design Professional's field representative for project administration, assessment, observation or investigation will not relieve the contractor of its responsibilities of performing the work in accordance with the plans and specifications. If a contractor (not a subcontractor of the Design Professional) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that the Design Professional will not be responsible for job or site safety or security on the project, other than for Design Professional's employees and subcontractors, and that the Design Professional does not have the duty or right to stop the work of the contractor.

11. UNFORESEEN CONDITIONS OR OCCURRENCES. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing the Design Professional's services. If this occurs, the Design Professional will promptly notify and consult with the Client, but will act based on the Design Professional's sole judgment where risk to Design Professional personnel is involved. Possible actions could include: a) Complete the original Scope of Services in accordance with the procedures originally intended in our

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Proposal, if practical in the Design Professional's judgment; b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of unforeseen conditions or occurrences, with such revision agreed to in writing; c) Terminate the services effective on the date specified by the Design Professional in writing.

12. DEFECT IN SERVICE. The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's work or services of which the Client becomes aware, so that the Design Professional may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to notify the Design Professional, shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

13. DOCUMENTS. Design Professional will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Clients' exclusive internal use and reliance, use of Clients' counsel, use of qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following: a) All documents generated by Design Professional under this Agreement shall remain the sole property of Design Professional. Any unauthorized use or distribution of Design Professional's work shall be at Client's and recipient's sole risk and without liability-to Design Professional. Design Professional may retain a confidential file copy of its work product and related documents; b) In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Design Professional, the Client recognizes that such changes and the results thereof are not the responsibility of the Design Professional. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use or result of such changes, In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Design Professional; c) If Client desires to release report(s) to a third party not described above for that party's reliance, Design Professional will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require a separate agreement. Client acknowledges to inform such third party that Design Professional's report reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such requests for release creates a potential conflict of interest for Design Professional and by this request Client waives any such claim if Design Professional complies with this request; d) Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by Design Professional pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without Design Professional's prior written approval; e) Client shall furnish documents or information reasonably within Client's control and deemed necessary by Design Professional for proper performance of our services. Design Professional may rely upon Client-provided documents in performing the services required under this Agreement; however, Design Professional assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of the Client, but Design Professional may retain one confidential copy as needed to support our report.

14. OPINIONS OF COST. If requested, Design Professional will use its best efforts and experience on similar projects to provide realistic opinions or estimates of cost for remediation or construction as appropriate based on reasonably available data, Design Professional's designs or recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing with Design Professional. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather

conditions, contractor skills and many other factors beyond Design Professional's control.

15. DELAYS. The Design Professional is not responsible for delays caused by factors beyond the Design Professional's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Design Professional's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the Design Professional's reasonable control occur, the Client agrees the Design Professional is not responsible for damages, nor shall the Design Professional be deemed to be in default of this Agreement.

16. SUSPENSION OF SERVICES. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Design Professional shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Design Professional may, at his or her option, terminate this Agreement upon giving notice in writing to the Client.

17. INDEMNIFICATION. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Design Professional, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees and defense cost, arising out of or in any way connected with this project or the performance by any of the parties above named of the service under this Agreement, excepting only those damages, liabilities or costs attributing to the sole negligence or willful misconduct of the Design Professional.

18. LLP PROTECTION. It is intended by the parties to this Agreement that the Design Professional's services in connection with the project shall not subject the Design Professional's individual employees or partners to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Design Professional, a California Limited Liability Partnership (LLP), and not against any of the Design Professional's employees or partners.

19. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Design Professional further agree to include as similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

20: TESTIMONY. Should Design Professional or any Design Professional employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and Design Professional is not a party in the dispute, then Design Professional shall be compensated by Client for the associated reasonable expense and labor for Design Professional's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides Design Professional such compensation, Client will receive a credit or refund on any related double payments received by Design Professional.

21. CONFIDENTIALITY. Design Professional will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

22. GOVERNING LAW-& VENUE. The laws of the State of California govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in any court located in the County of San Luis Obispo.

23. PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS. The parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings, signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to Design Professional as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

24. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Design Professional shall survive the completion of services and the termination of this Agreement.

25. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

26. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

27. INTEGRATION. This Agreement comprises the final and complete agreement between the Client and the Design Professional. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Design Professional.

END OF EXHIBIT C

{{Sig_es_:signer1:signature }}{{Dte_es_:signer1:date}}	
Signed	Date
{{N_es_:signer1:fullname }}	{{*Ttle_es_:signer1:title }}
By	Title

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

Project No.: S20100 May 10, 2024

This agreement shall be considered valid until December 31, 2021. At that time, this office reserves the right to modify it in both scope and fee.

Please acknowledge your acceptance of these terms, conditions and provisions by signing the Authorization to Proceed (below) and Exhibit C. Kindly return the executed sections to this office.

Sincerely yours,

Michael E. Parolini, P.E., S.E.
CA License No. S5405 & C69340

attached: Employee Hourly Rate Sheet

This proposal/agreement are instruments of service and are the property of SSG Structural Engineers, LLP. All drawings, information, specifications, ideas, designs and arrangements represented within proposal (as well as, attached exhibits, addenda, etc.) shall remain the property of the Engineer. No part thereof shall be copied, disclosed to other or used in connection with any work or project other than the specific project for which they have been prepared and developed, without the expressed written consent of the Engineer.

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SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

Project No.: S20100 May 10, 2024

AUTHORIZATION TO PROCEED

Please sign below to indicate authorization and return a copy to us by mail or digitally

City of Santa Paula – WRF RO Building Contract Amendment

Approved by: {{Sig_es_:signer1:signature }} Title:{{*Ttl_es_:signer1:title }}

Printed Name: {{N_es_:signer1:fullname }}

Date: {{Dte_es_:signer1:date }}

Billing Party Name: {{*Field2_es_:signer1 }}

Billing Address: {{*Address_es_:signer1 }}

Billing Email: {{*Em_es_:signer1:email }}

Billing Party Phone: {{*Field3_es_:signer1 }}

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

Project No.: S20100

May 10, 2024

EMPLOYEE HOURLY RATE SHEET

Effective January 1, 2019

Position	Rate
Principal Structural Engineer	$190 / hr
Principal Engineer	$180 / hr
Senior Structural Engineer	$145 / hr
Structural Engineer	$135 / hr
Senior Project Engineer	$125 / hr
Project Engineer	$115 / hr
Staff Engineer	$105 / hr
Production (CAD) Operator	$75 / hr
Production (CAD) Technician	$65 / hr
Administrative Professional	$40 / hr

Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost

(Mileage, Travel, Printing, Shipping, Etc.)

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811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

MSO Technologies, Inc.

2985 East Hillcrest Drive, Suite 101
Thousand Oaks, CA 91362

Voice (805) 379-8668
Fax (805) 379-8677

May 1, 2024

Eileen Shields
MKN and Associates
PO Box 1604
Arroyo Grande, CA 93421

REF: City of Santa Paula – WRF Reverse Osmosis Project, Revision 2

Dear Eileen,

MSO is pleased to offer its design and consulting service for the Reverse Osmosis project at the water recycling facility for the City of Santa Paula. The City's plan is to put in a reverse osmosis plant in the water reclamation facility to reduce by reducing the remaining chloride discharge. Most reverse osmosis units are package systems but there will need to be some minor integration of the control and instrumentation into the water reclamation facility SCADA system.

The original project started in 2020 and the last rendition of drawings is from March 2023. MSO's scope slid from providing PLC panel drawings to providing Process and Instrumentation drawings, network drawings, controls and instrumentation specifications, and cost estimates. It is assumed that MSO scope will be the same as in the initial project but will support reasonable design requests from the MKN team. The following is a cost estimate for the work for the project revisions to the detailed design. MSO only charges for the time used on the project up to the estimated cost.

It has recently noted that the original electrical engineering firm IRJ Engineers Inc are not taking on any more new projects. MKN has requested MSO to provide support for the electrical engineering aspects of the project. IRJ Engineers did a very good job designing the electrical components of the project and it is assumed that most of the electrical design would mostly stay the same and there will only be slight modifications. However, the proposal must be realistic and must plan for the worst-case scenario. MSO only charges for the time used on the project up to the estimated cost.

Proposal

Item	Description	Hours	Rate	Extended
1	Detailed design drawings for instruments and control equipment.	100	$172	$17,200
2	Controls and instrumentation equipment specifications and cost estimate.	40	$172	$6,880
3	Electrical design modifications.	100	$172	$17,200
4	Electrical equipment specifications and cost estimate.	40	$172	$6,880
5	Attend design review meetings (8)	20	$172	$3,440
6	Expenses, mileage, consumables	1	$400	$400

Total	**$52,000**

If there are any questions, please email Lloyd Trick ltrick@msotech.com or call at (805) 379-8668 extension 1002.

Sincerely,

MSO *Technologies*

Lloyd Trick, PE.

COMMERCIAL PROPOSAL

DESIGN PACKAGE
FOR
CHLORIDE REDUCTION SYSTEM WITH COUNTERFLOW REVERSE OSMOSIS

CUSTOMER

MKN & Associates, Inc.
Santa Paula, CA Wastewater Treatment Plant

2 (22R)	05.28.2024
1	08.06.2020
0	07.31.2020
REV	DATE

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3 SCOPE OF SUPPLY 4
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1 INTRODUCTION TO GRADIANT

Gradiant is the leading global provider of cleantech solutions for advanced water and wastewater applications. We solve the world's most important water challenges with end-to-end solutions that minimize our customer's treatment costs, reuse more water within their operations and do so in the most sustainable manner.

From our founding at the Massachusetts Institute of Technology (MIT) in 2013, Gradiant has evolved from a spirited technology startup to a global leader in cleantech water solutions. We have become experts in the treatment of industrial water, water reuse, minimum liquid discharge (MLD), zero liquid discharge (ZLD), high recovery seawater desalination and resource recovery of metals and minerals. We bring sustainability into our client's operations and supply chain – to lower operating costs, improve efficiency and reliability, protect critical assets, and reduce water footprint.

In 2023, Gradiant received the prestigious "Desalination Company of the Year" Award at the Global Water Awards. In 2022, Gradiant was recognized at the Global Water Awards as "Water Technology Company of the Year" and our Synauta Artificial Intelligence (AI) business received the "Breakthrough Technology Company of the Year" Award. At the 2022 International Desalination Association World Congress, Gradiant won the "Most Innovative Company" Award. Our team includes some of the top minds in water, bringing the experience and resources necessary to execute turnkey water, wastewater reuse, zero-liquid discharge and resource recovery projects.

With over 900 employees, Gradiant operates from its global headquarters in Boston, global R&D innovation labs in Singapore and 17 regional offices around the world. Gradiant serves Fortune 500 companies on mission-critical operations in essential industries such as microelectronics, pharmaceuticals, mining, food and beverage and power generation. Gradiant's systems, services and digital platform are designed to meet stringent performance metrics, optimize system performance in real time and increase reliability by mitigating the risk of unplanned downtime through proprietary AI Machine Learning algorithms.

Gradiant can deliver projects in an Engineering, Procurement and Contracting (EPC) capacity, provide water-as-a-service using a Design, Build, Own, Operate & Maintain (DBOOM) model or act as a Design-Build technology and systems provider to a primary EPC. Our overall objective in project execution is to add value by delivering custom solutions for challenging water and mineral recovery operations.

At Gradiant, our mission is to Elevate Water.

2 PROPOSAL OBJECTIVE

The objective of this proposal is to provide Engineering Design Services for an integrated water treatment solution (Gradiant System) for the Santa Paula Wastewater Treatment Plant (Plant).

The Gradiant System will be designed to reduce chlorides in the effluent water being discharged from the Santa Paula Wastewater Treatment Plant in compliance with legal and regulatory requirements and with minimum brine residual. The deliverables for this proposal include the drawings, engineering calculations and equipment specifications necessary for obtaining a firm cost estimate for detailed design, construction and commissioning of the Gradiant System.

The proposed solution features CounterFlow Reserve Osmosis (CFRO) technology. The CFRO process desalinates water that is too concentrated for treatment with conventional RO, using substantially less energy than required by any other brine concentration method. The Gradiant System integrates the CFRO process with conventional pre-treatment, water softening and advanced membrane desalination methods to produce a low chloride permeate stream while minimizing the amount of residual brine requiring offsite disposal. Gradiant System permeate can be blended with untreated Plant effluent to comply with the chlorides concentration limit at the lowest possible cost.

3 SCOPE OF SUPPLY

S/N	DESCRIPTION	GRADIANT	CLIENT
1	Project schedule for the proposed water treatment package	✓	
2	Process flow diagram and mass balance	✓	
3	Piping and instrumentation diagram	✓	
4	Process design basis	✓	
5	Process calculations/ projections	✓	
6	Equipment skid dimensions and operating weight estimates (suitable for civil inputs)	✓	
7	Controls narrative / philosophy, i/o list	✓	
8	Electrical load summary	✓	
9	Controls architecture drawing	✓	
10	Control Panel (MCC and PLC) dimensions and weight	✓	
12	Utility & chemical list	✓	
13	On-skid pipe list or piping schedule indicating connections on P&ID	✓	
14	Tie-in document	✓	

S/N	DESCRIPTION	GRADIANT	CLIENT
15	On-skid cable and conduit schedule	✓	
16	Cost estimate for detailed design, procurement, construction and commissioning of plant	✓	
17	Plant GA		✓
18	Electrical single line drawings		✓
19	Off-skid cable and conduit schedule		✓
20	Pipe list		✓
21	Storage tanks (off skid)		✓
22	Utilities (electricity, clean water supply, instrument air if needed) at designated points		✓
23	Interconnecting piping, cable works between the skids		✓
24	Provide the agreed-upon volume and not-to-exceed composition of influent wastewater on a continuous basis		✓
25	Provide continuous off-take arrangements for recovered water, and treated water from Gradiant equipment		✓
26	Construction, Erection supervision at site, Material handling equipment (Cranes, Monorail etc.), provide access to the proposed package		✓
27	Insurance of Plant & Equipment, All taxes & duties		✓
28	Firefighting equipment, fire water loop (if required) for the skids being proposed		✓
29	Third Party approval / Authority approvals, Compliance to Laws, Statutory Requirements, and all Permits		✓
30	Communication network, Telephone, Internet, Site security		✓
31	Temporary utilities and Power during commissioning/pre-commissioning		✓
28	Sampling and Sample Analysis		✓
32	All civil & structural work and associated maintenance		✓
33	Sludge/ treated water disposal		✓

Note: Gradiant's proposed man hours based on maximum of 3 revisions of each document.

4 COMMERCIAL SECTION

1	SCOPE	Detailed design of proposed treatment package as per Scope of Supply provided in Section 3 above
2	DETAILED ENGINEERING PRICE	Detailed design engineering cost is a lumpsum amount of USD 108,152.00
3	TIMELINE FOR COMPLETION	2-3 months from acceptance of purchase order
4	DELIVERABLE LIST	Included in the Scope of Supply in Section 3 above
5	PAYMENT SCHEDULE	50% advance along with purchase order 50% upon submission of all deliverables
6	SCOPE EXCLUSIONS	All scope exclusions are developed by the OWNER
7	VALIDITY	30 days from the date of this proposal

5 GRADIANT STANDARD TERMS AND CONDITIONS

Notice: Sale of any Equipment or Services is expressly conditioned on Owner's assent to these Gradiant Standard Terms and conditions. Save in case of a non-binding Indicative Commercial Proposal which do not legally constitute an offer capable of acceptance and can be withdrawn at any time by Gradiant, any acceptance of Gradiant's offer is expressly limited to acceptance of these Gradiant Standard Terms and Conditions and Gradiant expressly objects to any additional or different terms proposed by Owner. No facility entry form shall modify these Gradiant Standard Terms and Conditions even if signed by Gradiant's representative. Any order to perform work and Gradiant's performance of work shall constitute Owner's assent to these Gradiant Standard Terms and Conditions. Unless otherwise specified in the Proposal, Gradiant's quotation shall expire 30 days from its date and may be modified or withdrawn by Gradiant before receipt of Owner's conforming acceptance.

I. Definitions

Contract means the following documents quoted in decreasing order of precedence as follows:

1. The Special Conditions – Appendix C (if any);
2. The Commercial Section of the Proposal;
3. Appendix A of the Proposal;
4. Appendix B of the Proposal;
5. These Gradiant Standard Terms and Conditions.

Contract Price means the agreed price stated in the Contract for the sale of Equipment and Services, including adjustments (if any) in accordance with the Contract.

CONTRACTOR or Gradiant means GRADIANT CORPORATION

Equipment means the equipment sold, rented or to be rented by Gradiant to the Contractor under this Contract.

Owner means the entity identified as such on the cover page of the Proposal.

Premises means the Owner's premises.

Sales tax means the sales and use tax as appliable by law.

Services means all operation and maintenance services to be provided under this Contract and as set forth in Appendix A Contract.

Special Conditions means, if any, written terms and conditions annexed in Appendix C to the Contract that are:

(a) different from or additional to the terms and conditions set forth in these Gradiant Standard Terms and Conditions, and

(b) specially negotiated by the parties in reference to the Project.

II. Agreed Terms and Conditions

1. **Contract Formation:** This Contract is effective as of the date of the Owner's unconditional acceptance of the Proposal.
2. **Entire Contract:** This Contract is the complete agreement between Gradiant and the Owner in relation to the sale of the Equipment and Services. No Owner-issued terms and conditions, confirmation, delivery document, payment advice, or subsequent representation (unless agreed in writing) will vary this Contract.
3. **Deliveries; Title Transfer; Risk of Loss; Storage:**

3.1 Save as otherwise provided in the Contract:

a) Title to the Equipment shall pass to the Owner upon full payment of the Contract Price; and

b) Risk of loss of any Equipment sold hereunder shall pass to Owner at the point of physical delivery.

3.2 If any Equipment to be delivered under this Contract cannot be shipped to or received by Owner when ready due to any cause attributable to Owner or its other contractors, Gradiant may ship the Equipment and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Gradiant places Equipment or equipment into storage, the following apply: (i) risk of loss immediately pass to Owner, if it has not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Gradiant upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Gradiant related to the storage shall be payable by Owner upon submission of Gradiant's invoices; and (iv) when conditions permit and upon payment of all amounts due, Gradiant shall make Equipment available to Owner for delivery.

4 **Payment:** Owner shall pay Gradiant the Contract Price for the Equipment and Services by paying all invoiced amounts in U.S. dollars (save as otherwise stated in the Contract), without set-off for any payment from Gradiant not due under this Contract, within the time prescribed in the Contract. For each calendar month, or fraction thereof, that payment is late, Owner shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by Law, whichever is less.

5 **Owner's Other Obligations:** The Owner must:

(a) Coordinate shipment, delivery to site and accept delivery of the Equipment;

(b) Install, connect to power and other utilities and use the Equipment in accordance with any written specifications provided by Gradiant.

(c) Ensure the Equipment is used solely by the Owner in accordance with any user manuals supplied with the Equipment and for no other purpose other than that for which it was designed;

(d) Use the Equipment in a skillful and proper manner;

(e) At its own cost and expense obtain consumables and provide all utilities to be used in conjunction with the Equipment;

(f) Not make any alterations, additions or improvements to the Equipment without the prior written consent of Gradiant.

(g) Ensure that the Equipment is repaired and maintained by Gradiant or Owner only and if a third party is to undertake any repair, maintenance or other service to the Equipment, obtain Gradiant's prior written consent;

(h) Only use the Equipment in conjunction with chemical supplied or specified by Gradiant except that chemical supplied by others may be used with the prior written consent of Gradiant;

(i) Keep and use the Equipment at the Premises unless it is being delivered for return to Gradiant or as otherwise agreed by Gradiant in writing;

(j) During the term of this Contract, permit a Gradiant representative to inspect and test the Equipment at any time during working hours, or if Gradiant gives the Owner at least eight hours' notice, at any time outside working hours;

Customer shall execute and provide all documents reasonably requested by GRADIANT to confirm ownership of such rights by GRADIANT. If any of such rights cannot be owned by GRADIANT under applicable laws, Customer hereby agrees to immediately grant an exclusive, world-wide, irrevocable, royalty free right and license to GRADIANT to make, have made, use, adapt, translate, modify, reproduce and have used, sell and distribute any such rights, or any item, design or materials incorporating such rights.

The Customer grants GRADIANT a non-exclusive, royalty free license to use, modify, adapt and copy any Customer IPR required by GRADIANT for the performance of the agreement.

Warranties: GRADIANT warrants that the Equipment shall be free of material defects for 12 months from date of shipment. GRADIANT will provide all its vendor warranties to Customer as part of equipment sale. GRADIANT expressly disclaims any warranties with respect to water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria.

GRADIANT's sole responsibility and liability for any warranty claims hereunder shall be to repair or replace the defective Equipment at GRADIANT's cost and expense.

Liability: Notwithstanding any other provision in this agreement, neither party will be liable to the other for indirect, incidental or consequential loss or damage (including, without limitation, business interruption or loss of profits associated with the same) howsoever caused arising out of this agreement or any related document or out of the delivery, storage or use of the Equipment. This clause survives the termination of the agreement.

Insurance: The Customer will take out and maintain, for the benefit of both the Customer and GRADIANT, as an additional named insured, insurance to cover (i) all loss or damage to the Equipment (for its full replacement value) while the equipment is on the Customer's premises, and (ii) general liability insurance covering property damage and personal injury (including death) with combined limits of not less than US Dollar 1 million, and produce evidence of such insurance coverage to GRADIANT upon request.

Force Majeure: If either party is delayed in or prevented from carrying out any of its obligations under this agreement (other than a payment of money) due to a Force Majeure Event that party will be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts.

Each party must: (a) notify the other party immediately after becoming aware that a Force Majeure Event has occurred; (b) keep the other party fully informed of the circumstances of the Force Majeure Event and the effect upon performance of its obligations; and (c) take all reasonably practical steps to limit the effects of the Force Majeure Event on the performance of its obligations. For purposes hereof, a Force Majeure Event shall mean any event or occurrence outside of the reasonable control of a party (such as a natural disaster, act of war, general labor stoppage and similar events), but shall not include financial distress or lack of profitability of any business activities conducted in connection with this agreement.

Default: A default under the Agreement shall be deemed to have occurred when one of the parties has breached a material provision of the Agreement and, such party having first received written notice setting forth the nature of the alleged breach, has not cured said breach within fourteen (14) days after notification thereof. Specifically, failure of Customer to meet any payment obligations under the Agreement is a breach of a material provision of this Agreement if Customer has not cured such material breach within five (5) days.

Termination: Either party may terminate the agreement provided the other party has breached a material provision of the Agreement and, such party having first received written notice setting forth the nature of the alleged breach, has not cured said breach within fourteen (14) days after notification thereof.

GRADIANT may (in addition to any other termination or other right it may have under any other provision of this agreement or applicable law), by giving written notice to the Customer, terminate this agreement and may retake possession of all or any of the Equipment if:

(a) the Customer fails to pay when due any amount owing to GRADIANT (whether under this agreement or any other agreement);

(b) the Customer breaches any other provision of this agreement and fails to remedy the breach within 14 days after receiving written notice requiring it to do so; or

(c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Customer's assets or business.

The Customer must provide, at its cost, all assistance requested by GRADIANT to assist GRADIANT to exercise its rights under this clause and pay any expenses incurred by GRADIANT in enforcing its rights under this clause. If the customer terminates the contract, the customer agrees to reimburse GRADIANT all project related direct expenses incurred up to the total contract value.

Confidentiality: Any information supplied to a party (Receiving Party) by the other party (Supplying Party) relating to this agreement (whether in writing or otherwise) and notified by the Supplying Party as confidential will be the Supplying Party's confidential information unless it is:

(a) public knowledge at the time of its supply to the Receiving Party;

(b) in the Receiving Party's lawful possession prior to its supply to the Receiving Party; or

(c) required to be disclosed by law or court proceedings.

The Receiving Party must keep the Supplying Party's confidential information confidential, safe and secure, not disclose to any person (except personnel of the Receiving Party who have need to know) and return it when the agreement terminates or expires. Neither party may make any public statement (oral or written) about this agreement unless it has first obtained written consent from the other party. Despite the provisions of this clause, GRADIANT may reference the agreement and the Customer in name only on its website and promotional materials.

Assignment: Until fulfilment of Payment requirements of the contract, the customer may not assign this agreement or transfer possession of the Equipment without the prior written consent of GRADIANT, which GRADIANT may grant or withhold in its sole discretion. GRADIANT may assign this Agreement and ownership of the Equipment, provided the title has not been transferred to the customer, upon written notice to the Customer.

GST and other taxes & duties:

(a) Any consideration to be paid for a supply made under the agreement does not include an amount on account of GST/VAT/duties. The consideration payable for a supply but for the application of this clause is increased by, and the Customer must also pay to GRADIANT, an amount equal to the GST/VAT/duties payable by GRADIANT on that supply.

(b) In addition to the Charges, the Customer will be liable to pay and will reimburse GRADIANT for (or pay directly if instructed by GRADIANT) all fees, charges, duties (including stamp duty) and taxes which may be imposed or levied upon this agreement, or the renting, possession or use of the Equipment or any document, transaction, receipt or payment in connection with this agreement.

(c) The only exception to the above is any export/VAT duties imposed by the country of origin of the equipment, which will be borne by GRADIANT, before the equipment is shipped to customer site.

Applicable Law: This Agreement will be subject to and beinterpreted in accordancewith the laws of Singapore, without regardto its choice of law provisions. All disputes arising hereunder, including with respect to the validity, existence and termination of this agreement, shall be resolved through binding arbitration conducted under the rules of the Republic of Singapore. Any such arbitration shall be conducted in Singapore, number of arbitrators selected to be in accordance to local rules. All proceedings and written submittals shall be in English. The decision of the arbitrator shall be final and binding upon the parties and may be entered as a final judgment in any court having jurisdiction. The parties shall each bear their own costs and expenses incurred in any such arbitration and shall share equally the costs and fees assessed by the arbitrator.

EXHIBIT C

Amendment No. 3 to PSA with MKN & Associates, Inc.

THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SANTA PAULA AND
MKN & ASSOCIATES, INC

THIS THIRD AMENDMENT ("Third Amendment") is made and entered into this 2nd day of July 2024, by and between the CITY OF SANTA PAULA, a general law City and Municipal Corporation existing under the laws of California ("City"), and MKN & Associates, Inc. ("Consultant").

1. **RECITALS.** This Third Amendment is made with reference to the following facts and objectives:

    A. On August 17, 2022, the City and Consultant entered into a 3-year Professional Services Agreement with Consultant (Agreement No. 22-02761) ("Original Agreement") to provide City with engineering support services for drinking water regulatory compliance, water recycling facility (WRF) operations, stormwater regulatory compliance and regional coordination, and the Advanced Water Treatment Facility (AWTF) program for a not-to-exceed amount of $2,550,965.00 in compensation..

    B. On or around March 1, 2023, the City and Consultant entered Amendment No. 1 to the Original Agreement ("First Amendment") to add to the FY 22/23 budgeted amount an Ammonia Analyzers Project for an additional cost of $39,552.00.

    C. On or around March 9, 2023, the City and Consultant entered Amendment No. 2 to the Original Agreement ("Second Amendment") to add to the FY 22/23 budgeted amount an updated Wastewater Master Plan for an additional cost of $191,193.00. The Agreement as amended by the First Amendment and Second Amendment is referred to hereafter as the "Agreement".

    D. The combined FY 22/23 through FY 24/25 budgeted funds allocated to "Task Group 200 – WRF Advanced Water Treatment Facility (AWTF) Planning, Design and Construction Phase Services" ("Task Group 200") under the Agreement is $1,310,396.

    E. City and Consultant now mutually desire to amend the Agreement by revising (1) the work description of Task Group 200 and (2) "Table 1 Proposed Budget by Fiscal Year" to reflect a reduced FY 22/23-FY 24/25 Task Group 200 cost allocation from approximately $1,310,396 to $1,189,289, a decrease of $121,107.

2. **AMENDMENT.** In consideration of the foregoing and pursuant to Section 3.7.14 of the Agreement, the Agreement is further 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 and as may be amended. The total compensation shall not exceed Two Million Six Hundred Sixty Thousand Six Hundred Three Dollars and no cents ($2,660,603.00) 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."

B. The Scope of Services in Exhibit A attached to this Third Amendment redefines Task Group 200 work and modifies its associated budget allocation for FY 22/23 through FY 24/25. Exhibit A to this Third Amendment shall control in the event of a conflict with Exhibit A to the Agreement. For purposes of clarity, the section titled "Task Group 200 – AWTF Design and Construction Phase Services" shall replace the "Task Group 200 – WRF Advanced Water Treatment Facility (AWTF) Planning, Design and Construction Phase Services" in Exhibit A to the Agreement. In addition, Table 1 "Proposed Budget by Fiscal Year" in Exhibit A to the Agreement shall incorporate Task Group 200 revisions as specified in "Table 2 Proposed Amendment" in Exhibit A to this Third Amendment, reducing the Task Group 200 FY 22/23 through FY 24/25 budget to $1,189,289.

3. **COUNTERPARTS.** This Third Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

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

[Signatures on Next Page]

This Third Amendment is executed on and shall become effective this 2nd day of July 2024, at Santa Paula, California.

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
City Attorney

MKN & ASSOCIATES, INC.

_____
Michael K. Nunley,
President

_____
Michael K. Nunley,
CEO

Taxpayer ID No.

**2nd Signature required for Corporations.

EXHIBIT "A"

SCOPE OF SERVICES

[Attached behind]

P.O. Box 1604
Arroyo Grande, CA 93421
805-904-6530 PHONE
805-904-6532 FAX

June 26, 2024

Clete Saunier
Public Works Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

Re: Amendment 3: Advanced Treatment Recycled Water Project – FY 2023-2026 Water Recycling Facility Operations, recycled Water, Stormwater and Water Program Support

Dear Clete,

At the April 17th, 2024 Santa Paula City Council Meeting, MKN presented an update on efforts to identify chloride contributions to the wastewater collection system and recommendations to reduce initial capital and operating costs for the proposed Advanced Water Treatment Facility (AWTF). MKN presented the draft Santa Paula AWTF Refinement Study which evaluated updated water quality and opportunities to optimize the AWTF design for efficiency. The Study recommended a "Phased Project" approach, installing a smaller AWTF system now which is designed to be easily expandable if/when the City needs to increase AWTF flows in the future. As a result of this meeting MKN was directed to prepare a scope of work to implement the "Phased Project", which will include modifying construction documents to develop a Phase 1 (500 gallon per minute or GPM) system that could be expanded to treat 1,000 GPM in the future. The Draft Santa Paula AWTF Refinement Study is attached.

MKN has prepared a revision to Task Group 200 from the FY 2022-2025 Water Recycling Facility, Recycled Water, Stormwater and Water Program Support Contract dated August 4, 2022. The following is intended to replace the scope of work for Task Group 200 in its entirety. No changes are requested in this Amendment 3 for the other Task Groups (100, 300, 400, and 500).

Project Background

The current design (2020) incorporates two nanofiltration / reverse osmosis (NF/RO) trains, each sized for 500 GPM, and supporting systems for a total design capacity of 1,000 GPM. As described in the Refinement Study, the design was reviewed to determine which portions of the treatment system could be phased, reducing the capacity for the initial installation while meeting treatment goals and allowing room for expansion as the flows increase. Phase 1 would provide a capacity of 500 GPM and allow for a second phase to reach a final capacity of 1,000 GPM. Table 1 includes the major equipment installations for the two phases.

Table 1: List of Major Equipment and Planned Phasing			
Equipment	**Phase 1**	**Phase 2**	**Remarks**
AWTF Capacity	500 GPM	1,000 GPM	
AWTF Influent Pumps	1+1 (Duty + Standby)	2+1 (Duty + Standby)	Each pump has a 500-GPM capacity; AWTF influent wet well remains the same size. The third pump pad shall be constructed in the first phase.
AWTF Building	Sized for Phase 2	Same	The building will be installed in Phase 1 at the original size.
Chemical Tanks (Lime, Magnesium Chloride, Sulfuric Acid) and Brine Tank	Sized for Phase 2	Same	The chemical tanks and brine tank will be installed in Phase 1 and sized for the final capacity.
Chemical Pumps and Skids	Sized for Phase 2	Same	Chemical pumps and skids will all be installed in Phase 1. The same pumps can be used in both phases.
NF System	Two Skids – 250 GPM each	Same Skids, add filters – 500 GPM each	The skids will be constructed according to the dimensions specified in the original design. The NF filters will be installed to accommodate a total flow rate of 500 GPM in Phase 1. Additional NF filters will be installed for Phase 2.
RO System	Two Skids – 250 GPM each Feed Pumps 220 GPM @ 15 psi	Same Skids, add membranes – 500 GPM each Feed Pumps 425 GPM @ 15 psi	The skids will be constructed according to the dimensions specified in the original design. The RO membranes will be installed to accommodate a flow rate of 500 GPM in the first phase. Additional RO membranes will be added, and feed pumps will be upgraded for Phase 2.
Clarification System & Wash Water System Skid	Consists of Reaction Tanks, Flocculation Tank, Clarifier, and Thickener	Same Components	All equipment will be installed in the first phase to the dimensions and capacities specified in the original design.

Table 1: List of Major Equipment and Planned Phasing			
Equipment	**Phase 1**	**Phase 2**	**Remarks**
AWTF Capacity	500 GPM	1,000 GPM	
UF System	Feed Pump 50 GPM @ 15 psi Crossflow Pump 15 GPM @ 15 psi Strainer & Static Mixers UF Pressure Skids (2) UF Filtrate Tank – 3,000-gallon UF Backwash Pump 130 GPM @ 36 psi Filtered Water Transfer Pump 100 GPM @ 30 psi	Feed Pump 92 GPM @ 15 psi Crossflow Pump 26 GPM @ 15 psi Strainer & Static Mixers Same 2 Skids, increased number of UF Pressure Vessels UF Filtrate Tank – 3,000-gallon UF Backwash Pump 254 GPM @ 36 psi Filtered Water Transfer Pump 185 GPM @ 30 psi	The quantity of UF pressure vessels on both skids will be increased for Phase 2. Pumps will be replaced in Phase 2. All other equipment will remain the same size and dimensions throughout the operation.
Brine Concentrator System	Feed Pump 45 GPM @ 30 psi Cartridge Filter Static Mixer Brine Concentrator System 60 Horsepower (HP)	Feed Pump 84 GPM @ 30 psi Cartridge Filter Static Mixer Brine Concentrator System 110 HP	The feed pump will be replaced in Phase 2. The brine concentrator will be replaced in the final phase.

Table 1: List of Major Equipment and Planned Phasing			
Equipment	**Phase 1**	**Phase 2**	**Remarks**
AWTF Capacity	500 GPM	1,000 GPM	
RO Permeate System Skid	RO Permeate Tank – 5,000-gallon Permeate Conveyance Pump 400 GPM @ 15 psi Permeate Cartridge Filter	RO Permeate Tank – 5,000-gallon Permeate Conveyance Pump 800 GPM @ 15 psi Permeate Cartridge Filter	The permeate conveyance pump shall be replaced in Phase 2.
Sludge Handling System	Thickener Sludge Pump 7 GPM @ 30 psi Filter Press	Thickener Sludge Pump 12.5 GPM @ 30 psi Filter Press	The thickener sludge pump will be replaced in Phase 2.
Clean-in-Place (CIP) Skid	CIP Tank – 600-gallon CIP Pump 250 GPM @ 45 psi Cartridge Filter	CIP Tank – 600-gallon CIP Pump 500 GPM @ 45 psi Cartridge Filter	The CIP pump will be replaced in Phase 2.

Phase 1 would be designed at this time and the facilities would be planned to allow future expansion to meet Phase 2 objectives. It is assumed the building size would remain the same, as would the stormwater, paving, utilities, and other supporting facilities.

The prior construction plans, specifications and estimates were completed to a 90% level of progress. MKN proposes to prepare the following deliverables:

- Preliminary Engineering Report Amendment 1;
- Revised 60% Plans, Specifications, and Cost Opinions;
- Revised Draft Final Plans, Specifications, and Cost Opinions; and
- Final Plans, Specifications, and Cost Opinions

MKN is also proposing to update the construction phase support Task Groups to incorporate rate increases due to project delays. This amendment includes an additional task (208P – Startup and Commissioning Support) to provide outside startup and operations support from Trussell

Technologies, an industry-recognized expert in brine minimization strategies and operations training.

Scope of Work

Task Group 200 – AWTF DESIGN AND CONSTRUCTION PHASE SERVICES

Tasks are identified below. Work under Task Group 200 will be invoiced on an hourly time and materials basis, with the proposed budget total not to exceed without written authorization from the City. A table summarizing the original contract amount, estimated current expenditures (through March 31, 2024) and the recommended revised amount is included in Table 2.

Task 201 Project Management, Meetings, and Quality Control

MKN will provide the following services under this task group:

Subtask 201A – Client Coordination and Progress Reports

MKN will regularly coordinate with City staff, provide two (2) City Council reports, and provide brief monthly progress reports, via email, with invoices. A budget of 80 hours has been established for this work.

Subtask 201B – Project Schedule

MKN will update the project schedule in Microsoft Project format and will maintain the schedule throughout completion of the project.

Subtask 201C – Quality Control

MKN will perform quality control reviews of all deliverables prior to submitting to the City. A Senior Engineer or Principal Engineer who is not involved in the day-to-day design effort will perform an independent review of the project.

Subtask 201D – Phase 1 Site Meeting

MKN will attend a Phase 1 site meeting with City staff to review project scope, schedule, responsibilities of project team members, project deliverables, and any construction and operational concerns relevant to the proposed design modifications. Upon completion of the meeting, a site walk will be attended by the project team to identify any specific concerns prior to the initiation of work. Meeting minutes will be prepared and provided to the City to document meeting discussions and issues covered.

Subtask 201E – Progress Meetings

MKN will attend five (5) design-phase progress meetings. The following meetings are assumed for purposes of this proposal. We assume these meetings will be online unless in-person is specified below. Additional conference calls or phone meetings will be arranged on an as-needed basis as part of coordinating the project work.

- Two meetings related to RWQCB and financial planning coordination for the project;

- One meeting after the Draft Preliminary Engineering Report Amendment 1 submittal (in-person);
- One meeting after the 60% design submittal to discuss City comments (in-person); and
- One meeting after the draft final design submittal.

Task 202 – Regulatory Support and Coordination

MKN will assist with regulatory support, largely focused on coordination between the City, the Regional Water Quality Control Board, and the City's WRF Regulatory Consultant (Larry Walker Associates, "LWA"). This task was budgeted at 84 hours, plus $2000 for other direct costs. We are recommending no change to the original budget.

Task 203 – AWTF Consultant Procurement and Technical Support

MKN will provide technical support needed for the financial consultant, and assist City staff with consultant coordination. We assume this work will be completed within a budget of 48 hours.

Task 204 – Preliminary Engineering Report – Amendment 1

MKN will prepare an amended preliminary engineering report to present major Phase 1 project components, update preliminary design criteria and 30% design plans, and refine the opinion of cost in preparation for detailed design. The preliminary engineering report will include the following elements:

- Updated Process Design: MKN will prepare an updated process design describing:
    - Current WRF effluent flows and water quality
    - Target WRF effluent flows and water quality
    - Target waste flows
    - Major equipment list, including capacities
- Vendor Coordination: MKN and Trussell Technologies with work with the proposed process equipment integrator, Gradient, to confirm process requirements and confirm equipment costs
- Phase 1 Preliminary Design Criteria: MKN's team will update the major project design criteria, including civil, electrical, structural, and instrumentation
- 30% plans: MKN will prepare 30% drawings, including an updated building layout, process & instrumentation diagrams, and single-line diagram
- Opinion of construction cost: MKN will develop an opinion of probable construction cost based on the 30% design

Task 205 – Contract Documents

MKN will prepare construction plans and specifications and provide three (3) progress submittals (60%, Draft Final and Final). MKN's design team includes Trussell Technologies, Smith Structural Group, LLC (SSG) for structural engineering, and MSO Technologies for electrical engineering and controls. It is assumed that the City will provide front-end documents to MKN for modification and inclusion into the bid package and that MKN will prepare technical specifications in CSI format. Plans will be prepared in AutoCAD. The City staff and City Building Department will review the contents of each submittal and provide comments for incorporation into the subsequent

submittal. An opinion of probable construction costs will be prepared to accompany each submittal. The budget for this task was developed assuming the following:

It is anticipated that design and completion of the contract documents will be completed within the 2024/2025 fiscal year.

Subtask 205A – 60 Percent Submittal

Submittal will include the following items (electronic copy in PDF format):

- Draft full size (22" x 34") drawings
- Draft technical specifications (Divisions 02 to 44)
- Draft opinion of probable construction costs
- Identification of locations for potholing (already completed in previous submittals)

Subtask 205B – Operator Workshop

MKN will plan and attend an in-person design workshop with City/VRSD operations staff to identify concerns and discuss placement of equipment.

Subtask 205C – Draft Final Submittal

Submittal will include the following items (electronic copy in PDF format):

- Revised full size (22" x 34") drawings
- Draft front-end documents (Division 00 provided by City)
- Revised technical specifications (Divisions 02 to 44)
- Revised opinion of probable construction costs

Subtask 205D – Final Submittal

Submittal will include the following items (electronic copies in PDF, MS Word, and AutoCAD formats)

- Final full-size (22" x 34") drawings
- Completed front-end documents (Division 00 provided by City)
- Final technical specifications (Divisions 02 to 44)
- Final opinion of probable construction cost

Task 209 – Assist with Brine Disposal Coordination

MKN will continue to support the City's efforts to identify suitable locations and determining approval requirements to discharge brine generated from the AWTF. This will include meetings and responses to requests for information from staff at potential receiving facilities.

Assumptions

MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the City and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through City, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.

Fee Estimate

The original contract was approved in August 2022. Estimated expenditures for Task Group 200 under the original contract totaled $1,310,397 for FY 2022/23 through 2024/25. Work completed consists of the following:

- Project management – meetings, schedule tracking, and reporting to City staff
- Development of evaluations and studies to quantify and identify sources of chloride contributions to WRF effluent
- Coordination with State Water Resources Control Board and Regional Water Quality Control Board

Table 2 summarizes the difference between the original contract Task 200 budget and the recommended amended project budget. This Amendment 3 results in a reallocation of budget from the exiting Task Group 200 to fund design revisions. It is assumed a contract amendment will be submitted to the City to cover bid phase and construction phase services which are anticipated to begin in March of 2025.

Work will be invoiced on an hourly time and materials basis, with the proposed budget total not to be exceeded without written authorization from the City.

TABLE 2: PROPOSED AMENDMENT

Task	Original Contract - FY 2022/23 - 2024/25	Proposed Revised Contract – FY 2022/23 - 2024/25
201 Project Meetings & QA/QC	$28,576	$134,907
202 Regulatory Support and Coordination	$5,809	$29,415
203 AWTF Consultant Procurement and Technical Support	$7,671	$12,311
204 Preliminary Engineering Report	--	$272,323
204A1 –AWTF Design Refinement Study - Review Basis of Design	--	$7,785
204A2 –AWTF Design Refinement Study – Construction Phasing and Design Cost	--	$6,571
204A3 –AWTF Design Refinement Study – Technical Memorandum	--	$13,726
205 Construction Documents	--	$670,128
206A Grant Research	$18,132	--
206B CWSRF Loan Application and Coordination	$11,841	$6,559
207 Bid Phase Services	$48,360	--

Task	Original Contract - FY 2022/23 - 2024/25	Proposed Revised Contract – FY 2022/23 - 2024/25
]208 Construction Phase Services	$1,161,153	--
209 Assist with Brine Disposal Coordination	$28,854	$28,073
210 AWTF Contractor Prequalification (Complete)	--	--
211 AWTF Architectural Renderings	--	$7,491
TOTAL	$1,310,396	$1,189,289

A detailed estimate of hours and estimated other direct costs (ODCs) is provided on the attached tables. If approved, the contract would be reduced by $121,107.

We hope this proposal meets your expectations and look forward to continuing our work with you and the City.

Sincerely,

Michael K. Nunley, PE
Principal Engineer

Attachments:

- Draft AWTF Design Refinement Study
- Detailed Budget with Manhour Breakdown by Fiscal Year
- Subconsultant Proposals:
  - Trussell Technologies (Budget Only)
  - Smith Structural Group (Structural)
  - MSO Technologies (SCADA/ Electrical)
  - Gradiant (Process)

Trussell Technologies Cost Breakdown by Task
City of Santa AWTF Design Support

Task No.	Staff Classification	Scope	Trussell Technologies				ODC's		Total
			Principal Engineer I	Supervising Engineer I	Total Labor Hours	Cost	Mileage	Misc	
	Hourly Billing Rate		$340	$280					
204	**Preliminary Engineering Report**		40	108	148	$ 43,840.00	$ -	$ -	$ 43,840.00
204A	QA/QC process design and water quality targets	QA/QC effluent flows and water quality targets. Reading of background documentation to onboard Trussell to project	4	10		$ 4,160.00			$ 4,160.00
204B	Vendor Coordination with Gradiant	Assist MKN to coordinate with and review proposed process equipment integrator (Gradiant) to support design development, including modeling results, cost estimates, sizing, equipment submittals	20	60		$ 23,600.00			$ 23,600.00
204C	QA/QC design criteria and instrumentation for membrane systems	QA/QC and provide comments on design criteria	4	12		$ 4,720.00			$ 4,720.00
204D	QA/QC 30% P&IDs and control strategies	QA/QC and provide comments on 30% P&IDs and control strategies	10	22		$ 9,560.00			$ 9,560.00
204E	QA/QC OPCC	QA/QC and provide comments on 30% OPCC	2	4		$ 1,800.00			$ 1,800.00
205	**Contract Documents**		14	34	48	$ 14,280.00	$ -	$ -	$ 14,280.00
205A	60 Percent Submittal QA/QC	QA/QC and provide comments on 60% submittal to support design development. P&IDs, design criteria.	8	20		$ 8,320.00			$ 8,320.00
205B	95 Percent Submittal QA/QC	QA/QC and provide comments on 95% submittal to support design development. P&IDs, design criteria.	4	8		$ 3,600.00			$ 3,600.00
205C	Final Submittal QA/QC	QA/QC and provide comments on final submittal to support design development. P&IDs, design criteria.	2	6		$ 2,360.00			$ 2,360.00
SUBTOTAL DESIGN-PHASE SUPPORT			54	142	196	$ 58,120.00			$ 58,120.00
208	**Construction Phase Services**		102	166	268	$ 81,160.00	$ 3,600.00	$ 9,500.00	$ 94,260.00
208K	Engineering Site Visits	2 visits to site toward end of construction to verify installation is complete and prepare for startup and commissioning support	20	20		$ 12,400.00	$ 600.00	$ 2,000.00	$ 15,000.00
208P	Startup and Commissioning Support	- Review Plant Checkout Plan from Contractor and provide comments - Review Commissioning activities and documentation to ensure Gradiant provided unit processes have satisfactorily passed the Plant Checkout Plan and are ready for performance testing - Provide enhanced training beyond vendor training, such as hands-on training for City operations staff during startup and comissioning to help operations staff develop key SOPs (up to 5x 1-day visits) - Witness performance test (5 out of 14 days) (5 visits) - Review performance test completion report to ensure compliance with specs	82	146		$ 68,760.00	$ 3,000.00	$ 7,500.00	$ 79,260.00
TOTAL (DESIGN-PHASE AND CONSTRUCTION PHASE SERVICES)			156	308	464	$ 139,280.00	$3,600.00	$ 9,500.00	$152,380.00

Project No.: S20100 May 10, 2024

Michael Nunley, P.E.
via: mnunley@mknassociates.us
MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421

RE: Structural Engineering Services for:

Amendment 2 – Process Capacity Updates

City of Santa Paula – WRF - RO Building

920 Corporation St, Santa Paula, CA 93060

Dear Ms. Shields,

We thank you for considering SSG Structural Engineers, LLP as a member of your design team for the City of Santa Paula RO Building.

EXHIBIT A

---

1. PROJECT SCOPE OF WORK

A. Project Description:

1. Support to Revise Capacity of the Equipment in the Building
   a. Modify plans to match new Process Design
   b. Support for other disciplines related to structural design and updates (Electical, Mechanical, Plumbing, Civil)
   c. Update to new code (2022 CBC v. 2019 CBC)
2. Remains Approximately 10,000 square foot building of similar architectural cues to adjacent WRF.

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

3. Conventional Slab on Grade Foundation (awaiting Geotechnical Investigation)

B. Project Deliverables (Subject to terms and conditions of Exhibit B & C):

1. Participation in project kick-off meeting with design and construction consultants to be held in the general San Luis Obispo area.
2. Structural Design Development (60% CD's)
    a. Outline proposed structural system(s), placement and preliminary sizes of main framing members, and proposed framing assemblies.
3. Structural Design shall be based on the provisions of the 2022 California Building Code and ASCE 7-16.
    a. Seismic Restraint and Anchorage of Non-Structural Components (when information is available from Process Design Engineer).
        i. Water Tanks
        ii. RO Equipment Skids
        iii. Pumps/Motors
        iv. Roof Mounted HVAC Equipment
        v. Ground Electrical Equipment in excess of 400lbs
    b. Interior Framing, walls, ceilings, and anchorage.
4. Preparation of Structural Drawings to include the following:
    a. Roof Framing and Foundation plans
    b. Structural Detail Sheets
    c. Structural Notes/Sheet Specifications
    d. Structural Specification Sections
    e. Anchorage detailing of equipment or redline markups for incorporation in Civil, Electrical or Mechanical drawings.
5. Preparation of Architectural Drawings to include the following aspects:
    a. Building Floor Plans
    b. Building Elevations
    c. Building Sections
    d. Reflected Ceiling Plans
    e. Egress Plans
    f. Code Analysis
    g. Building Envelope Assemblies

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

6. Respond to Structural Plan Review by the Authority Having Jurisdiction.
7. Construction Administration:
   a. Review of Contractor Submittals and Shop Drawings as they pertain to the approved Structural Construction Documents.
   b. Response to Contractor Requests for Information (RFI's) as they pertain to the approved Structural Construction Documents.
8. Structural Observations:

   Observations will be necessary, as required by the California Building Code or the Jurisdiction Having Authority. Structural Observation is the visual observation of the structural system for general conformance to the approved construction documents. Structural Observation shall be performed at significant stages of construction as outlined in the approved structural drawings. Structural observations are not intended to substitute, supplement, or replace inspections required by the Building Department or the Special Inspector. Structural Observation shall be in accordance with Sections 1702 and 1704.5 of the California Building Code.

   Frequency of Structural Observations is directly dependent on construction sequencing and accuracy of construction at the time of the observation. For the purposes of this proposal, it is anticipated that two (2) Structural Observations would be necessary during the course of construction. Additional visits shall be considered an additional service and billed as such.

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

2. COMPENSATION:

Item	Compensation
Contract Amendment 2	HNTE $20,000
Total:	**$20,000**

All fees for services performed will be billed in accordance with the prime agreement.

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

3. EXCLUSIONS: The following services are specifically excluded from the scope of services provided under the conditions of this proposal.

A. Services outside the generally accepted scope for the practice of Structural Engineering unless noted otherwise in scope or work.

B. Soils and/or Geotechnical Engineering or testing.

C. Detailed review of engineering design work completed by others.

D. Preparation of demolition drawings, site surveys or building services surveys

E. Material testing or Special Inspection Services

F. Design revisions, partial or complete outside the scope of Design Development.

G. Preparation of Record Drawings from the contractors 'As-Built' drawings.

H. Fire Suppression is deferred submittal.

I. Mechanical, electrical, plumbing, lighting and energy consultants

J. The review and approval of substitute or alternate materials.

K. Site, grading or civil related design.

L. Utilities or the support and housing of utilities located more than five (5) feet outside the building footprint.

M. Site and landscape furnishings and relocation of site utilities, including those running within five (5) feet of the building footprint.

N. Site shoring or shoring design for any means and methods of the contractor during excavations.

O. Construction cost or scheduling estimating.

P. Special construction consulting and inspection services.

Q. Payment of Municipal, Agency or permit fees.

R. Safety supervision.

S. Preparation/Production of Shop Drawings.

T. Specialty Foundation Solutions not noted in the geotechnical engineering report if received after structural completion of 50% Schematic Design (i.e. deep foundation or mat/raft foundations).

U. Corrosion engineering.

V. Cal-Green, LEED® or other sustainable Consulting outside of that related to the scope of Structural Engineering.

Some of these services can be provided on a time and material basis, should they become necessary during the course of the project.

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

1. EXTRA WORK

Any additional work that may be required, and not specified in the Work Description portion of "EXHIBIT A", will be considered as Extra Work. All revisions of completed work required by the client or changes in governmental policies, codes, ordinances or requirements will also be considered as Extra Work. All Extra Work will be charged on a time and material basis.

2. ADDITIONAL SERVICES

Additional work requiring the services of outside consultants or other direct expenses (i.e., mileage, shipping, printing, etc.,) shall be reimbursed at the rate of 1.10 times the direct cost.

3. ABANDONMENT OR TERMINATION OF PROJECT

If this project is abandoned or terminated, and written or verbal notice is given, payment will be due for all services performed up to the date of notice, including all Extra Work and Reimbursable Expenses.

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

EXHIBIT C

1. SERVICES TO BE PROVIDED. Design Professional through and by its officers, employees and subcontractors is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional. The Design Professional's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Design Professional because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entitles involved in this project to carry out the intent of this paragraph.

2. PAYMENT TERMS. Client agrees to pay Design Professional's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the rate of 1-1/2% per month. Client receipt of invoice will be presumed three days after mailing by Design Professional first class, with adequate postage attached. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Design Professional shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Design Professional in connection therewith and, in addition, the reasonable value of the Design Professional's time and expense spent in connection with such collection action, computed at the Design Professional's prevailing fee schedule and expense policies. If the Client-fails to make payments when due or otherwise is in breach of this Agreement, the Design Professional may suspend performance of services upon five (5) calendar days' notice to the Client. The Design Professional shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. After five days prior notice to Client, Design Professional may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by Design Professional within 60 days of Client's receipt of Design Professional's invoice. The Design Professional shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. If the Client fails to make payment to the Design Professional in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the Design Professional. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Payments to the Design Professional shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expense. No withholdings, deductions or offsets shall be made from the Design Professional's compensation for any reason unless the Design Professional has been found to be legally liable for such amounts.

3. STANDARD OF CARE. Services provided by Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily experienced by members of the same profession currently practicing under similar circumstances.

4. PROFESSIONAL LIABILITY. The Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Design Professional and his or her sub-consultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

5. CONTRACTOR AND SUBCONTRACTOR CLAIMS. The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub-consultants to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness-

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
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fees and costs, so that the total aggregate liability of the Design Professional and his or her sub-consultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise permitted by law. It is intended by the parties that this provision is not an indemnity, but is a good faith agreement by the parties to place a reasonable and responsible limit for the amount of liability assumed by each party.

6. EXTENSION OF PROTECTION. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's officers and employees and their heirs and assigns, as well as the Design Professional's sub-consultants and their officers, employees, heirs and assigns.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

8. RIGHT OF ENTRY. The Client shall provide for the Design Professional's right to enter the property owned by the Client and/or others in order for the Design Professional to fulfill the Scope of Services included hereunder. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional and his or her sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

9. RIGHT TO RETAIN SUBCONSULTANTS. The Design Professional may use the services of sub-consultants when, in the Design Professional's sole opinion, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. The Design Professional's use of other consultants for additional services shall not be unreasonably restricted by the Client provided the Design Professional notifies the Client in advance.

10. FIELD REPRESENTATIVES. The presence of the Design Professional's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or investigation of specific aspects of the project as authorized by the Client. Should a contractor(s) not retained by the Design Professional be involved in the project, Client will advise such contractor(s) that the Design Professional's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of the Design Professional's field representative for project administration, assessment, observation or investigation will not relieve the contractor of its responsibilities of performing the work in accordance with the plans and specifications. If a contractor (not a subcontractor of the Design Professional) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that the Design Professional will not be responsible for job or site safety or security on the project, other than for Design Professional's employees and subcontractors, and that the Design Professional does not have the duty or right to stop the work of the contractor.

11. UNFORESEEN CONDITIONS OR OCCURRENCES. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing the Design Professional's services. If this occurs, the Design Professional will promptly notify and consult with the Client, but will act based on the Design Professional's sole judgment where risk to Design Professional personnel is involved. Possible actions could include: a) Complete the original Scope of Services in accordance with the procedures originally intended in our

Proposal, if practical in the Design Professional's judgment; b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of unforeseen conditions or occurrences, with such revision agreed to in writing; c) Terminate the services effective on the date specified by the Design Professional in writing.

12. DEFECT IN SERVICE. The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's work or services of which the Client becomes aware, so that the Design Professional may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to notify the Design Professional, shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

13. DOCUMENTS. Design Professional will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Clients' exclusive internal use and reliance, use of Clients' counsel, use of qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following: a) All documents generated by Design Professional under this Agreement shall remain the sole property of Design Professional. Any unauthorized use or distribution of Design Professional's work shall be at Client's and recipient's sole risk and without liability-to Design Professional. Design Professional may retain a confidential file copy of its work product and related documents; b) In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Design Professional, the Client recognizes that such changes and the results thereof are not the responsibility of the Design Professional. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use or result of such changes, In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Design Professional; c) If Client desires to release report(s) to a third party not described above for that party's reliance, Design Professional will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require a separate agreement. Client acknowledges to inform such third party that Design Professional's report reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such requests for release creates a potential conflict of interest for Design Professional and by this request Client waives any such claim if Design Professional complies with this request; d) Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by Design Professional pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without Design Professional's prior written approval; e) Client shall furnish documents or information reasonably within Client's control and deemed necessary by Design Professional for proper performance of our services. Design Professional may rely upon Client-provided documents in performing the services required under this Agreement; however, Design Professional assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of the Client, but Design Professional may retain one confidential copy as needed to support our report.

14. OPINIONS OF COST. If requested, Design Professional will use its best efforts and experience on similar projects to provide realistic opinions or estimates of cost for remediation or construction as appropriate based on reasonably available data, Design Professional's designs or recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing with Design Professional. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather

conditions, contractor skills and many other factors beyond Design Professional's control.

15. DELAYS. The Design Professional is not responsible for delays caused by factors beyond the Design Professional's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Design Professional's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the Design Professional's reasonable control occur, the Client agrees the Design Professional is not responsible for damages, nor shall the Design Professional be deemed to be in default of this Agreement.

16. SUSPENSION OF SERVICES. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Design Professional shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Design Professional may, at his or her option, terminate this Agreement upon giving notice in writing to the Client.

17. INDEMNIFICATION. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Design Professional, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees and defense cost, arising out of or in any way connected with this project or the performance by any of the parties above named of the service under this Agreement, excepting only those damages, liabilities or costs attributing to the sole negligence or willful misconduct of the Design Professional.

18. LLP PROTECTION. It is intended by the parties to this Agreement that the Design Professional's services in connection with the project shall not subject the Design Professional's individual employees or partners to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Design Professional, a California Limited Liability Partnership (LLP), and not against any of the Design Professional's employees or partners.

19. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Design Professional further agree to include as similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

20: TESTIMONY. Should Design Professional or any Design Professional employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and Design Professional is not a party in the dispute, then Design Professional shall be compensated by Client for the associated reasonable expense and labor for Design Professional's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides Design Professional such compensation, Client will receive a credit or refund on any related double payments received by Design Professional.

21. CONFIDENTIALITY. Design Professional will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

22. GOVERNING LAW-& VENUE. The laws of the State of California govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in any court located in the County of San Luis Obispo.

23. PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS. The parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings, signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to Design Professional as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

24. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Design Professional shall survive the completion of services and the termination of this Agreement.

25. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

26. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

27. INTEGRATION. This Agreement comprises the final and complete agreement between the Client and the Design Professional. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Design Professional.

END OF EXHIBIT C

{{Sig_es_:signer1:signature	}}{{Dte_es_:signer1:date}}
Signed	Date
{{N_es_:signer1:fullname }}	{{*Ttle_es_:signer1:title }}
By	Title

SSG Structural Engineers, LLP
805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

Project No.: S20100 May 10, 2024

This agreement shall be considered valid until December 31, 2021. At that time, this office reserves the right to modify it in both scope and fee.

Please acknowledge your acceptance of these terms, conditions and provisions by signing the Authorization to Proceed (below) and Exhibit C. Kindly return the executed sections to this office.

Sincerely yours,

Michael E. Parolini, P.E., S.E.
CA License No. S5405 & C69340

attached: Employee Hourly Rate Sheet

This proposal/agreement are instruments of service and are the property of SSG Structural Engineers, LLP. All drawings, information, specifications, ideas, designs and arrangements represented within proposal (as well as, attached exhibits, addenda, etc.) shall remain the property of the Engineer. No part thereof shall be copied, disclosed to other or used in connection with any work or project other than the specific project for which they have been prepared and developed, without the expressed written consent of the Engineer.

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805.439.2110 | info@ssgse.com | ssgse.com
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8405 North Fresno Street, Suite 120, Fresno, CA 93720

AUTHORIZATION TO PROCEED

Please sign below to indicate authorization and return a copy to us by mail or digitally

City of Santa Paula – WRF RO Building Contract Amendment

Approved by: {{Sig_es_:signer1:signature }} Title:{{*Ttl_es_:signer1:title }}

Printed Name: {{N_es_:signer1:fullname }}

Date: {{Dte_es_:signer1:date }}

Billing Party Name: {{*Field2_es_:signer1 }}

Billing Address: {{*Address_es_:signer1 }}

Billing Email: {{*Em_es_:signer1:email }}

Billing Party Phone: {{*Field3_es_:signer1 }}

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805.439.2110 | info@ssgse.com | ssgse.com
811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
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Project No.: S20100

May 10, 2024

EMPLOYEE HOURLY RATE SHEET

Effective January 1, 2019

Position	Rate
Principal Structural Engineer	$190 / hr
Principal Engineer	$180 / hr
Senior Structural Engineer	$145 / hr
Structural Engineer	$135 / hr
Senior Project Engineer	$125 / hr
Project Engineer	$115 / hr
Staff Engineer	$105 / hr
Production (CAD) Operator	$75 / hr
Production (CAD) Technician	$65 / hr
Administrative Professional	$40 / hr

Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost

(Mileage, Travel, Printing, Shipping, Etc.)

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811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
8405 North Fresno Street, Suite 120, Fresno, CA 93720

MSO Technologies, Inc.

2985 East Hillcrest Drive, Suite 101
Thousand Oaks, CA 91362

Voice (805) 379-8668
Fax (805) 379-8677

May 1, 2024

Eileen Shields
MKN and Associates
PO Box 1604
Arroyo Grande, CA 93421

REF: City of Santa Paula – WRF Reverse Osmosis Project, Revision 2

Dear Eileen,

MSO is pleased to offer its design and consulting service for the Reverse Osmosis project at the water recycling facility for the City of Santa Paula. The City's plan is to put in a reverse osmosis plant in the water reclamation facility to reduce by reducing the remaining chloride discharge. Most reverse osmosis units are package systems but there will need to be some minor integration of the control and instrumentation into the water reclamation facility SCADA system.

The original project started in 2020 and the last rendition of drawings is from March 2023. MSO's scope slid from providing PLC panel drawings to providing Process and Instrumentation drawings, network drawings, controls and instrumentation specifications, and cost estimates. It is assumed that MSO scope will be the same as in the initial project but will support reasonable design requests from the MKN team. The following is a cost estimate for the work for the project revisions to the detailed design. MSO only charges for the time used on the project up to the estimated cost.

It has recently noted that the original electrical engineering firm IRJ Engineers Inc are not taking on any more new projects. MKN has requested MSO to provide support for the electrical engineering aspects of the project. IRJ Engineers did a very good job designing the electrical components of the project and it is assumed that most of the electrical design would mostly stay the same and there will only be slight modifications. However, the proposal must be realistic and must plan for the worst-case scenario. MSO only charges for the time used on the project up to the estimated cost.

Proposal

Item	Description	Hours	Rate	Extended
1	Detailed design drawings for instruments and control equipment.	100	$172	$17,200
2	Controls and instrumentation equipment specifications and cost estimate.	40	$172	$6,880
3	Electrical design modifications.	100	$172	$17,200
4	Electrical equipment specifications and cost estimate.	40	$172	$6,880
5	Attend design review meetings (8)	20	$172	$3,440
6	Expenses, mileage, consumables	1	$400	$400

Total	**$52,000**

If there are any questions, please email Lloyd Trick ltrick@msotech.com or call at (805) 379-8668 extension 1002.

Sincerely,

MSO *Technologies*

Lloyd Trick, PE.

COMMERCIAL PROPOSAL

DESIGN PACKAGE
FOR
CHLORIDE REDUCTION SYSTEM WITH COUNTERFLOW REVERSE OSMOSIS

CUSTOMER

MKN & Associates, Inc.
Santa Paula, CA Wastewater Treatment Plant

2 (22R)	05.28.2024
1	08.06.2020
0	07.31.2020
REV	DATE

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2 PROPOSAL OBJECTIVE 3
3 SCOPE OF SUPPLY 4
4 COMMERCIAL SECTION 6
5 GRADIANT STANDARD TERMS AND CONDITIONS 7

1 INTRODUCTION TO GRADIANT

Gradiant is the leading global provider of cleantech solutions for advanced water and wastewater applications. We solve the world's most important water challenges with end-to-end solutions that minimize our customer's treatment costs, reuse more water within their operations and do so in the most sustainable manner.

From our founding at the Massachusetts Institute of Technology (MIT) in 2013, Gradiant has evolved from a spirited technology startup to a global leader in cleantech water solutions. We have become experts in the treatment of industrial water, water reuse, minimum liquid discharge (MLD), zero liquid discharge (ZLD), high recovery seawater desalination and resource recovery of metals and minerals. We bring sustainability into our client's operations and supply chain – to lower operating costs, improve efficiency and reliability, protect critical assets, and reduce water footprint.

In 2023, Gradiant received the prestigious "Desalination Company of the Year" Award at the Global Water Awards. In 2022, Gradiant was recognized at the Global Water Awards as "Water Technology Company of the Year" and our Synauta Artificial Intelligence (AI) business received the "Breakthrough Technology Company of the Year" Award. At the 2022 International Desalination Association World Congress, Gradiant won the "Most Innovative Company" Award. Our team includes some of the top minds in water, bringing the experience and resources necessary to execute turnkey water, wastewater reuse, zero-liquid discharge and resource recovery projects.

With over 900 employees, Gradiant operates from its global headquarters in Boston, global R&D innovation labs in Singapore and 17 regional offices around the world. Gradiant serves Fortune 500 companies on mission-critical operations in essential industries such as microelectronics, pharmaceuticals, mining, food and beverage and power generation. Gradiant's systems, services and digital platform are designed to meet stringent performance metrics, optimize system performance in real time and increase reliability by mitigating the risk of unplanned downtime through proprietary AI Machine Learning algorithms.

Gradiant can deliver projects in an Engineering, Procurement and Contracting (EPC) capacity, provide water-as-a-service using a Design, Build, Own, Operate & Maintain (DBOOM) model or act as a Design-Build technology and systems provider to a primary EPC. Our overall objective in project execution is to add value by delivering custom solutions for challenging water and mineral recovery operations.

At Gradiant, our mission is to Elevate Water.

2 PROPOSAL OBJECTIVE

The objective of this proposal is to provide Engineering Design Services for an integrated water treatment solution (Gradiant System) for the Santa Paula Wastewater Treatment Plant (Plant).

The Gradiant System will be designed to reduce chlorides in the effluent water being discharged from the Santa Paula Wastewater Treatment Plant in compliance with legal and regulatory requirements and with minimum brine residual. The deliverables for this proposal include the drawings, engineering calculations and equipment specifications necessary for obtaining a firm cost estimate for detailed design, construction and commissioning of the Gradiant System.

The proposed solution features CounterFlow Reserve Osmosis (CFRO) technology. The CFRO process desalinates water that is too concentrated for treatment with conventional RO, using substantially less energy than required by any other brine concentration method. The Gradiant System integrates the CFRO process with conventional pre-treatment, water softening and advanced membrane desalination methods to produce a low chloride permeate stream while minimizing the amount of residual brine requiring offsite disposal. Gradiant System permeate can be blended with untreated Plant effluent to comply with the chlorides concentration limit at the lowest possible cost.

3 SCOPE OF SUPPLY

S/N	DESCRIPTION	GRADIANT	CLIENT
1	Project schedule for the proposed water treatment package	✓	
2	Process flow diagram and mass balance	✓	
3	Piping and instrumentation diagram	✓	
4	Process design basis	✓	
5	Process calculations/ projections	✓	
6	Equipment skid dimensions and operating weight estimates (suitable for civil inputs)	✓	
7	Controls narrative / philosophy, i/o list	✓	
8	Electrical load summary	✓	
9	Controls architecture drawing	✓	
10	Control Panel (MCC and PLC) dimensions and weight	✓	
12	Utility & chemical list	✓	
13	On-skid pipe list or piping schedule indicating connections on P&ID	✓	
14	Tie-in document	✓	

S/N	DESCRIPTION	GRADIANT	CLIENT
15	On-skid cable and conduit schedule	✓	
16	Cost estimate for detailed design, procurement, construction and commissioning of plant	✓	
17	Plant GA		✓
18	Electrical single line drawings		✓
19	Off-skid cable and conduit schedule		✓
20	Pipe list		✓
21	Storage tanks (off skid)		✓
22	Utilities (electricity, clean water supply, instrument air if needed) at designated points		✓
23	Interconnecting piping, cable works between the skids		✓
24	Provide the agreed-upon volume and not-to-exceed composition of influent wastewater on a continuous basis		✓
25	Provide continuous off-take arrangements for recovered water, and treated water from Gradiant equipment		✓
26	Construction, Erection supervision at site, Material handling equipment (Cranes, Monorail etc.), provide access to the proposed package		✓
27	Insurance of Plant & Equipment, All taxes & duties		✓
28	Firefighting equipment, fire water loop (if required) for the skids being proposed		✓
29	Third Party approval / Authority approvals, Compliance to Laws, Statutory Requirements, and all Permits		✓
30	Communication network, Telephone, Internet, Site security		✓
31	Temporary utilities and Power during commissioning/pre-commissioning		✓
28	Sampling and Sample Analysis		✓
32	All civil & structural work and associated maintenance		✓
33	Sludge/ treated water disposal		✓

Note: Gradiant's proposed man hours based on maximum of 3 revisions of each document.

4 COMMERCIAL SECTION

1	SCOPE	Detailed design of proposed treatment package as per Scope of Supply provided in Section 3 above
2	DETAILED ENGINEERING PRICE	Detailed design engineering cost is a lumpsum amount of USD 108,152.00
3	TIMELINE FOR COMPLETION	2-3 months from acceptance of purchase order
4	DELIVERABLE LIST	Included in the Scope of Supply in Section 3 above
5	PAYMENT SCHEDULE	50% advance along with purchase order 50% upon submission of all deliverables
6	SCOPE EXCLUSIONS	All scope exclusions are developed by the OWNER
7	VALIDITY	30 days from the date of this proposal

5 GRADIANT STANDARD TERMS AND CONDITIONS

Notice: Sale of any Equipment or Services is expressly conditioned on Owner's assent to these Gradiant Standard Terms and conditions. Save in case of a non-binding Indicative Commercial Proposal which do not legally constitute an offer capable of acceptance and can be withdrawn at any time by Gradiant, any acceptance of Gradiant's offer is expressly limited to acceptance of these Gradiant Standard Terms and Conditions and Gradiant expressly objects to any additional or different terms proposed by Owner. No facility entry form shall modify these Gradiant Standard Terms and Conditions even if signed by Gradiant's representative. Any order to perform work and Gradiant's performance of work shall constitute Owner's assent to these Gradiant Standard Terms and Conditions. Unless otherwise specified in the Proposal, Gradiant's quotation shall expire 30 days from its date and may be modified or withdrawn by Gradiant before receipt of Owner's conforming acceptance.

I. Definitions

Contract means the following documents quoted in decreasing order of precedence as follows:

1. The Special Conditions – Appendix C (if any);
2. The Commercial Section of the Proposal;
3. Appendix A of the Proposal;
4. Appendix B of the Proposal;
5. These Gradiant Standard Terms and Conditions.

Contract Price means the agreed price stated in the Contract for the sale of Equipment and Services, including adjustments (if any) in accordance with the Contract.

CONTRACTOR or Gradiant means GRADIANT CORPORATION

Equipment means the equipment sold, rented or to be rented by Gradiant to the Contractor under this Contract.

Owner means the entity identified as such on the cover page of the Proposal.

Premises means the Owner's premises.

Sales tax means the sales and use tax as appliable by law.

Services means all operation and maintenance services to be provided under this Contract and as set forth in Appendix A Contract.

Special Conditions means, if any, written terms and conditions annexed in Appendix C to the Contract that are:

(a) different from or additional to the terms and conditions set forth in these Gradiant Standard Terms and Conditions, and

(b) specially negotiated by the parties in reference to the Project.

II. Agreed Terms and Conditions

1. **Contract Formation:** This Contract is effective as of the date of the Owner's unconditional acceptance of the Proposal.
2. **Entire Contract:** This Contract is the complete agreement between Gradiant and the Owner in relation to the sale of the Equipment and Services. No Owner-issued terms and conditions, confirmation, delivery document, payment advice, or subsequent representation (unless agreed in writing) will vary this Contract.
3. **Deliveries; Title Transfer; Risk of Loss; Storage:**

3.1 Save as otherwise provided in the Contract:

a) Title to the Equipment shall pass to the Owner upon full payment of the Contract Price; and

b) Risk of loss of any Equipment sold hereunder shall pass to Owner at the point of physical delivery.

3.2 If any Equipment to be delivered under this Contract cannot be shipped to or received by Owner when ready due to any cause attributable to Owner or its other contractors, Gradiant may ship the Equipment and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Gradiant places Equipment or equipment into storage, the following apply: (i) risk of loss immediately pass to Owner, if it has not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Gradiant upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Gradiant related to the storage shall be payable by Owner upon submission of Gradiant's invoices; and (iv) when conditions permit and upon payment of all amounts due, Gradiant shall make Equipment available to Owner for delivery.

4 **Payment:** Owner shall pay Gradiant the Contract Price for the Equipment and Services by paying all invoiced amounts in U.S. dollars (save as otherwise stated in the Contract), without set-off for any payment from Gradiant not due under this Contract, within the time prescribed in the Contract. For each calendar month, or fraction thereof, that payment is late, Owner shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by Law, whichever is less.

5 **Owner's Other Obligations:** The Owner must:

(a) Coordinate shipment, delivery to site and accept delivery of the Equipment;

(b) Install, connect to power and other utilities and use the Equipment in accordance with any written specifications provided by Gradiant.

(c) Ensure the Equipment is used solely by the Owner in accordance with any user manuals supplied with the Equipment and for no other purpose other than that for which it was designed;

(d) Use the Equipment in a skillful and proper manner;

(e) At its own cost and expense obtain consumables and provide all utilities to be used in conjunction with the Equipment;

(f) Not make any alterations, additions or improvements to the Equipment without the prior written consent of Gradiant.

(g) Ensure that the Equipment is repaired and maintained by Gradiant or Owner only and if a third party is to undertake any repair, maintenance or other service to the Equipment, obtain Gradiant's prior written consent;

(h) Only use the Equipment in conjunction with chemical supplied or specified by Gradiant except that chemical supplied by others may be used with the prior written consent of Gradiant;

(i) Keep and use the Equipment at the Premises unless it is being delivered for return to Gradiant or as otherwise agreed by Gradiant in writing;

(j) During the term of this Contract, permit a Gradiant representative to inspect and test the Equipment at any time during working hours, or if Gradiant gives the Owner at least eight hours' notice, at any time outside working hours;

Customer shall execute and provide all documents reasonably requested by GRADIANT to confirm ownership of such rights by GRADIANT. If any of such rights cannot be owned by GRADIANT under applicable laws, Customer hereby agrees to immediately grant an exclusive, world-wide, irrevocable, royalty free right and license to GRADIANT to make, have made, use, adapt, translate, modify, reproduce and have used, sell and distribute any such rights, or any item, design or materials incorporating such rights.

The Customer grants GRADIANT a non-exclusive, royalty free license to use, modify, adapt and copy any Customer IPR required by GRADIANT for the performance of the agreement.

Warranties: GRADIANT warrants that the Equipment shall be free of material defects for 12 months from date of shipment. GRADIANT will provide all its vendor warranties to Customer as part of equipment sale. GRADIANT expressly disclaims any warranties with respect to water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria.

GRADIANT's sole responsibility and liability for any warranty claims hereunder shall be to repair or replace the defective Equipment at GRADIANT's cost and expense.

Liability: Notwithstanding any other provision in this agreement, neither party will be liable to the other for indirect, incidental or consequential loss or damage (including, without limitation, business interruption or loss of profits associated with the same) howsoever caused arising out of this agreement or any related document or out of the delivery, storage or use of the Equipment. This clause survives the termination of the agreement.

Insurance: The Customer will take out and maintain, for the benefit of both the Customer and GRADIANT, as an additional named insured, insurance to cover (i) all loss or damage to the Equipment (for its full replacement value) while the equipment is on the Customer's premises, and (ii) general liability insurance covering property damage and personal injury (including death) with combined limits of not less than US Dollar 1 million, and produce evidence of such insurance coverage to GRADIANT upon request.

Force Majeure: If either party is delayed in or prevented from carrying out any of its obligations under this agreement (other than a payment of money) due to a Force Majeure Event that party will be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts.

Each party must: (a) notify the other party immediately after becoming aware that a Force Majeure Event has occurred; (b) keep the other party fully informed of the circumstances of the Force Majeure Event and the effect upon performance of its obligations; and (c) take all reasonably practical steps to limit the effects of the Force Majeure Event on the performance of its obligations. For purposes hereof, a Force Majeure Event shall mean any event or occurrence outside of the reasonable control of a party (such as a natural disaster, act of war, general labor stoppage and similar events), but shall not include financial distress or lack of profitability of any business activities conducted in connection with this agreement.

Default: A default under the Agreement shall be deemed to have occurred when one of the parties has breached a material provision of the Agreement and, such party having first received written notice setting forth the nature of the alleged breach, has not cured said breach within fourteen (14) days after notification thereof. Specifically, failure of Customer to meet any payment obligations under the Agreement is a breach of a material provision of this Agreement if Customer has not cured such material breach within five (5) days.

Termination: Either party may terminate the agreement provided the other party has breached a material provision of the Agreement and, such party having first received written notice setting forth the nature of the alleged breach, has not cured said breach within fourteen (14) days after notification thereof.

GRADIANT may (in addition to any other termination or other right it may have under any other provision of this agreement or applicable law), by giving written notice to the Customer, terminate this agreement and may retake possession of all or any of the Equipment if:

(a) the Customer fails to pay when due any amount owing to GRADIANT (whether under this agreement or any other agreement);

(b) the Customer breaches any other provision of this agreement and fails to remedy the breach within 14 days after receiving written notice requiring it to do so; or

(c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Customer's assets or business.

The Customer must provide, at its cost, all assistance requested by GRADIANT to assist GRADIANT to exercise its rights under this clause and pay any expenses incurred by GRADIANT in enforcing its rights under this clause. If the customer terminates the contract, the customer agrees to reimburse GRADIANT all project related direct expenses incurred up to the total contract value.

Confidentiality: Any information supplied to a party (Receiving Party) by the other party (Supplying Party) relating to this agreement (whether in writing or otherwise) and notified by the Supplying Party as confidential will be the Supplying Party's confidential information unless it is:

(a) public knowledge at the time of its supply to the Receiving Party;

(b) in the Receiving Party's lawful possession prior to its supply to the Receiving Party; or

(c) required to be disclosed by law or court proceedings.

The Receiving Party must keep the Supplying Party's confidential information confidential, safe and secure, not disclose to any person (except personnel of the Receiving Party who have need to know) and return it when the agreement terminates or expires. Neither party may make any public statement (oral or written) about this agreement unless it has first obtained written consent from the other party. Despite the provisions of this clause, GRADIANT may reference the agreement and the Customer in name only on its website and promotional materials.

Assignment: Until fulfilment of Payment requirements of the contract, the customer may not assign this agreement or transfer possession of the Equipment without the prior written consent of GRADIANT, which GRADIANT may grant or withhold in its sole discretion. GRADIANT may assign this Agreement and ownership of the Equipment, provided the title has not been transferred to the customer, upon written notice to the Customer.

GST and other taxes & duties:

(a) Any consideration to be paid for a supply made under the agreement does not include an amount on account of GST/VAT/duties. The consideration payable for a supply but for the application of this clause is increased by, and the Customer must also pay to GRADIANT, an amount equal to the GST/VAT/duties payable by GRADIANT on that supply.

(b) In addition to the Charges, the Customer will be liable to pay and will reimburse GRADIANT for (or pay directly if instructed by GRADIANT) all fees, charges, duties (including stamp duty) and taxes which may be imposed or levied upon this agreement, or the renting, possession or use of the Equipment or any document, transaction, receipt or payment in connection with this agreement.

(c) The only exception to the above is any export/VAT duties imposed by the country of origin of the equipment, which will be borne by GRADIANT, before the equipment is shipped to customer site.

Applicable Law: This Agreement will be subject to and beinterpreted in accordancewith the laws of Singapore, without regardto its choice of law provisions. All disputes arising hereunder, including with respect to the validity, existence and termination of this agreement, shall be resolved through binding arbitration conducted under the rules of the Republic of Singapore. Any such arbitration shall be conducted in Singapore, number of arbitrators selected to be in accordance to local rules. All proceedings and written submittals shall be in English. The decision of the arbitrator shall be final and binding upon the parties and may be entered as a final judgment in any court having jurisdiction. The parties shall each bear their own costs and expenses incurred in any such arbitration and shall share equally the costs and fees assessed by the arbitrator.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: 2024 LABOR DAY PARADE REQUEST FOR FEE WAIVER

Date: July 2, 2024

Agenda Item: 10.D

RECOMMENDATION:

1. Consider a request to waive 50% of the costs for City services for the 2024 Santa Paula Labor Day Parade.

BACKGROUND:

For the past three years, Council approved in-kind services for the Santa Paula Labor Day Parade to cover the costs associated with street closures and re-openings, as well as law enforcement support. The following figures reflect the dollar amount of in-kind services for the past three years:

- 2023 - $2,737 (50% of the parade was covered with in-kind services)
- 2022 - $1,835 (50% of the parade was covered with in-kind services)
- 2021 - $8,566 (100% of the parade was covered with in-kind services)

The Santa Paula Community Fund, a 501(c)3 non-profit organization who sponsors the annual Labor Day Parade along with the Labor Day Parade Committee, has submitted a request (Exhibit A) for the City to waive service fees for the upcoming Labor Day Parade event this September. The Municipal Code §115.007(D) authorizes the City Council to waive fees for 501(c)(3) non-profit groups.

ANALYSIS:

In June 2024, the Santa Paula Community Fund submitted a request for the City to consider waiving up to 50% of city fees related to the event. In past years, the Labor Day Parade has been a very popular event in town that honors all the residents who work in our community. Additionally, it is known to attract people from all over Southern California to our downtown.

Upon receiving the application, staff circulated it to the applicable City departments in order to get estimated costs for City services. Below are the estimated costs for the parade:

- $346 Application/Special Event Permit Fee
- $245 Encroachment Permit Fee
- $2,196 Public Works estimated costs

- $5,580 Police Services estimated costs

Total estimated costs for City Services: $8,367

In hopes of City support, The Santa Paula Community Foundation Fund and the Labor Day Parade Committee are kindly requesting the City of Santa Paula sponsor the event by providing in-kind services/sponsorship of the event up to 50% of total costs. It should be noted that the Labor Day Parade Committee have already paid the costs of the application fee ($346) and the encroachment permit fee ($245).

Should Council approve the in-kind sponsorship request, the estimated remaining costs for which the Labor Day Parade Committee would be responsible for would be $3,888 (excluding application and permit fees).

STRATEGIC PLAN:

Approval of this item supports City Council's two-year Strategic Plan, Section A. Arts, Culture and Entertainment, with a goal of becoming a regional leader of the arts, culture, and entertainment that accurately represents our history and core values.

FISCAL IMPACTS:

The event organizers are requesting the partnership with the City of Santa Paula to help absorb the costs of City services. The estimated value of the in-kind sponsorship would be between $3000 - $4,200.

OPTIONS:

City Council has the following alternate options available:

1. 1. Support the event as a sponsor for a specific amount of in-kind services for the 2024 event as opposed to a percentage of costs.
2. 2. Direct event organizers to utilize the existing Special Events Sponsorship Program. This option would limit the total amount of support the Santa Paula Community Fund would receive to $2000.
3. 3. Provide alternate direction to staff.

ATTACHMENTS:

EXHIBIT A - 2024 LDP City Waive Partial Fees Request.pdf
EXHIBIT B - Labor Day Parade Application.pdf

EXHIBIT A

LABOR DAY PARADE

SPONSORSHIP REQUEST LETTER

2023 SANTA PAULA LABOR DAY PARADE

116 Via Solana

Santa Paula, CA 93060

June 8, 2024

Dear City of Santa Paula and Council Members,

Once again, Santa Paula Labor Day Parade Committee will be sponsoring the only Labor Day Parade in Ventura County. The purpose is to honor all the men and women who work in our community. This is the 19th year of this event. In addition to recognizing the contributions of all workers, we want it to be a celebration for all to enjoy and have an opportunity to join in the fun.

We would like the council to consider waiving partial service fees up to 50% for the 2024 Labor Day Parade.

If you have any questions please give me a call.

Warm regards,

Ron Merson, Chair
805-816-7891
ronmerson@hotmail.com

EXHIBIT B

LABOR DAY PARADE

EVENT APPLICATION

SPECIAL EVENT PERMIT APPLICATION

Please return completed application to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060 (805) 933-4226 ext:353. Santa Paula is a city that is proud to host many events each year. It is our goal to enhance the vitality, quality of life, and economic prosperity of Santa Paula through the support of special events.

PERMITS REQUIRED

Special Event Permits are required for any person, group, or organization that wants to conduct, manage, aid, or solicit attendance for an event on city property that has 50 or more attendees; or any event that requires the use of City services.

Applications must be received no less than 60 calendar days before the first day of the event and no sooner than 2 years before the first day of the event. Applications received less than 60 calendar days before the event are subject to a $87 late filing fee. Annual events must reapply for each recurring event. Special Event Permits may be denied during holidays and peak season.

Incomplete applications will not be reviewed by the Special Event Committee. Any incomplete applications will be returned to event organizers.

Special Event Permit Applications and supporting documentation along with application fee can be submitted to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060, Monday-Friday 8am-5pm, via email to events@spcity.org.

A staff member from the Parks and Recreation Department will contact your event coordinator to schedule an appointment with our Special Events Committee (SEC). During this appointment, you will have an opportunity to present and discuss the details of your event.

SPECIAL EVENT APPLICATION, INSURANCE & FEES

Please keep in mind that there may be additional information you will be required to submit to receive a permit; review the list below for examples. It is important to provide all required information and documentation in a timely and complete manner throughout the permit review process. There is a $217 penalty fee if all documents are not received 30 days prior to your event.

- Park/Facility Application and Fees (if applicable)
- Alcohol Beverage Control (ABC) License (if applicable)
- Copy of Security Guard Contract (if applicable)
- Vendor List (if applicable)
- Business Licenses and insurance for event coordinators and vendors

All Special Events must have Insurance Coverage naming the City of Santa Paula as additionally insured, and supply an additional endorsement certificate with the following wording: The City of Santa Paula, and its employees, officers and agents, are added as additional insured.

The Special Event Permit Non-Refundable Application Fee partially offsets the cost of reviewing your permit application and coordinating the event review process.

In addition to the permit application fee, you may be assessed other City permit fees, department rates and fees, cost and fees associated with personnel or resources provided to your event by a City department, program or division, as well as fines that may be assessed by the City for the cost to repair and/or restore any public property damaged by an event. The current Schedule of Fees is included with this Planning Guide and Application.

APPLICATION PREPARATION CHECKLIST:

All applicants must include the following:
- Event Name
- Event Date
- Signed Application / Hold Harmless Agreement
- Non-Refundable Application Fee
- Insurance and Endorsement Certificate for Event and all Vendors in the amount of $2 million

If you will be using city facilities, you must include the following:
- Fees for Reserved Parking
- Park/Hall Rental Application • Park/Hall Fees

If you will be serving alcohol:
- Alcoholic Beverage Control License
- Santa Paula PD Alcohol Use Application
- Security Guard Contract

If you will need road /parking lot closures / special circumstances:
- Traffic Safety Plan and/or Fire Safety Plan
- Map/Layout of Event

If you will have vendors at your event:
- Vendor List
- Insurance and endorsement for all Vendors
- Ventura County Health Permit for Food Vendors
- Vendor's must have Santa Business Business Licenses
- Signed Fire Regulations Form
- Map layout of event

If you are a non-profit:
- Proof of Non-Profit Status

SPECIAL EVENT APPLICATION

Please return completed application to the Parks and Recreation Department, 530 West Main Street, Santa Paula, CA 93060 (805) 933-4226

Name of Event: LABOR DAY PARADE

Location: MAIN St. (7TH to MILL) SANTA BARBARA (7TH to 10TH) 7TH & MILL

Date / Days: 9/3/24 Estimated Number of Participants: 2000

Starting time of event: 10:00 AM Set-up time of event: 8:00 AM

Ending time of event: 11:30 AM Take-down time of event: 12:00 PM

Organization / Sponsor: SP COMMUNITY FUND: LABOR DAY PARADE

Contact Person(s): RON NERSON

Address: 116 VIA SOLANA City: SANTA PAULA State: CA Zip: 93060

Telephone: N/A Cell: 805-816-7891 Email: RONNERSON@HOTMAIL.COM

Event Description, please include event flyer if available:

PARADE W/ FLOATS, CARS, TRACTORS, HORSES & WALKING PEOPLE

Is this event for a non-profit? X Or for-profit? _____

Name or non-profit organization or business: SP COMMUNITY FUND

Please include a copy of your 501(c) determination letter from the IRS for non-profit status.

Number of other events by the organizer Ø

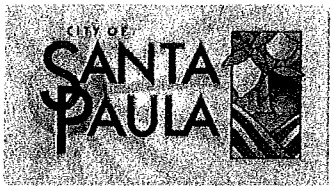
Is this an annual or One-time event? ANNUAL

Does this event fall on a holiday? YES

SPECIAL EVENT APP FEE $346.00 CK# 7107

ENCROACHMENT FEE $245.00

$591.00



City of Santa Paula
Special Events Vendor Business Tax Information and Application

Every person or company who does business in the City of Santa Paula is required to purchase an annual business license. This includes vendors who may do business only on selected days. The minimum license tax, which covers sales of up to $25,000 annually, is $20. The business license tax is in addition to the business license application fee of $30, and SB1186 $4 Fee. One license is good for the twelve months beginning October 1st and ending September 30 of each year, and covers all events in which the vendor may participate during that year. If application is made for business to be conducted after April 1 of any year, the prorated tax is $10, covering events between April 1 and September 30. Special event vendor fees are due for each event. Each license will carry a statement that the vendor is required, and by accepting the license agrees, to properly report his/her sales within the City of Santa Paula to the State Board of Equalization. This application is for use by vendors with no permanent place of business in the City of Santa Paula.

NAME OF APPLICANT_____ TITLE _____

BUSINESS NAME _____ PHONE# _____

ADDRESS_____

_____ _____ ZIP _____

SALES TAX RESALE NUMBER _____TYPE OF BUSINESS _____

Number and date of previous Santa Paula business license:

Number _____ Date issued _____

Date of expected first sale in Santa Paula this year_____

$30.00 Process Fee plus $20	For sales between Oct 1st and Sept 30th.	$4.00 (SB1186) $54.00 Total
$30.00 Process Fee plus $10	For sales between April 1st and Sept 30th.	$4.00 (SB1186) $44.00 Total
$30.00 Process Fee plus $10	One-Time Event Only	$4.00 (SB1186) $44.00 Total

I declare under penalty of perjury that this statement has been examined by me and to the best of my knowledge and belief, is a true, correct and complete statement.

_____ _____

Signature of applicant Date Signed

Please send completed form and payment to: Finance Department, 970 Ventura Street Santa Paula, CA, CA. 93061. Please allow two weeks for processing and mailing of this form.

Facilities: Check all that apply

- ☐ Community Center
- ☐ Ebell Park
- ☐ Las Piedras Park
- ☐ Harding Park
- ☐ Veteran's Park
- ☒ Streets
- ☐ Parking Lot
- ☐ Other GAZEBO

City Services Requested: Check all that apply

- ☒ Police
- ☒ Public Works – NO PARKING SIGNS ON MAIN ST
- ☐ Fire/First Aid
- ☒ Traffic Control
- ☐ Electricity
- ☐ Portable Restrooms
- ☐ Dumpsters
- ☐ Banners
- ☐ Other _____

Additional Event Requests: Check all that apply

- ☐ Vendors
- ☐ Food Vendors
- ☐ Alcohol for sale
- ☐ Alcohol no-charge
- ☐ Security Guards
- ☐ Amplified Sound
- ☐ Tents/Pop-Ups
- ☐ Other _____

PROVISIONS - This application is made according to the rules set forth in Santa Paula Municipal Code Section 12.16, regarding Special Event Permits. In this application, the phrase "Special Event Code" shall be used to refer to these Code requirements.

An application for a Special Event Permit is deemed completed when the applicant has provided all of the information required herein including any additional information requested, such as payment(s), insurance and endorsement certificates, park/hall application and fees, copy of ABC license, copy of security guard contract, insurance certificates, business licenses from vendors and any other documents required by the City. Application must be approved by City Manager.

1. Santa Paula Municipal Code Section 12.16. By submitting this application, the applicant understands that the City shall review the application under the procedures set forth in the Special Event Code. If the City approves the application, the CVB will issue a Special Event Permit.

2. Application Fee. Application must be submitted to the Parks and Recreation Department within 60 working days prior to the date of the event along with the application fee of:

$346.00 for a Major Event (>50 people) /+$245.00 (if encroachment permit is required)

$173.00 for a Minor Event (<50-people)/$183

and required insurance. Applications will not be processed or reviewed until application fee has been paid in full. All fees, schedules and permits are subject to change without notice. Late applications may be accepted on a case-by-case basis and are subject to a $53 fee. Acceptance of late applications depend on there being time to process and review the application. Make check payable to: "City of Santa Paula".

3. Insurance Requirements. All events must request a Certificate of Liability Insurance policy naming the City of Santa Paula as additionally insured and an additional Endorsement Certificate with following wording: The City of Santa Paula, and its employees, officers, agents and volunteers, are added as additional insured. Coverage must be at minimum: Each Occurrence: $1M, Damage to Premises: $100k, Med Exp: $10k, Personal Injury: $1M, General Aggregate: $2M.

4. Applicants Financial Responsibility. By submitting this application, the applicant understands that he/she will be financially responsible for any City fees or costs that may be imposed for the event.

5. Designee of Organization. If the application is submitted on behalf of an organization, written documentation giving authority to the applicant to sign this application on behalf of the organization by the head of the organization must be supplied.

6. Sales/Vendors. If selling of any sorts will be conducted, all vendors must provide and pay for a Special Events Vendor Business Tax License, and insurance certificate if vendor(s) is/are not covered by event organization. All booths and activities will be monitored by the City of Santa Paula and upon request vendor must provide proof of this license.

7. Use of Private Property. If private property is to be used for the event, applicant must provide written authorization of the property to be used, with dates and time from beginning to end.

8. Display of Special Event Permit. A copy of the special event permit shall be displayed in the special event venue and shall be presented upon demand of any City official. Organizers may not advertise or market their event until final approval of permit.

9. On-site Presence of Event Organizer. The event coordinator or a designated representative is required to be on-site for the duration of the event for coordination and management purposes.

10. Accessibility. It is the event coordinator's responsibility to comply with all City, County, State and Federal accessibility requirements pertaining to the Americans with Disabilities Act (ADA). Questions? If the Applicant has any questions regarding the requirements of the Special Event Code, or this application, a request for clarification should be made to the Parks and Recreation Department, 805-933-4226, events@spcity.org. However, no clarification made by the City is binding unless incorporated into the terms of the Special Event Permit.

HOLD HARMLESS AGREEMENT

The undersigned (hereinafter the "applicant") understands and agrees to be personally responsible for any damage sustained to the grounds, buildings, fixtures, or equipment, as a result of his/her/its use of City property.

The applicant certifies that he/she/it has read and agrees to the City's Special Event procedures, and acknowledges and understands that additional conditions and fees may be imposed or required at the time of the permit issuance.

The applicant shall hold harmless, defend and indemnify the City of Santa Paula, its elected officials, officers, employees, agents and volunteers from any damages that may arise as a result of the conduct of the special event for which the permit is being sought. The applicant agrees to defend, protect, indemnify and hold the City of Santa Paula, its elected officials, officers, employees, agents and volunteers free and harmless from against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of or allegedly arising out of, related to, or resulting from the conduct of the permitted event or activity. The applicant shall, at applicant's own cost, risk and expense, defend any and all claims and all legal actions that may be commenced or filed against the City of Santa Paula, its elected officials, officers, employees, agents and volunteers, and the applicant shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City of Santa Paula, its elected officials, officers, employees, agents and volunteers resulting from the permitted event or activity.

I hereby submit this Application for a Special Event Permit for the event described in this application.

Ron Merson	Ron Merson	5/30/24
Applicant Name	Applicant Signature	Date

SPECIAL EVENT SCHEDULE OF FEES: EFFECTIVE DATE: 2022

Event Name: _____ Date(s) of Event: _____

SPECIAL EVENT COSTS	CHARGE RATE	NUMBER OF HOURS	ESTIMATED TOTAL	ACTUAL HOURS	ACTUAL TOTALS
APPLICATION FEES	**ONE-TIME FEE**				
Application Fee Major Event	346.00				
Application Fee Minor Event	130.00				
Encroachment Permit	245.00				
Late Application Fee (less than 60-days)	87.00				
Late Application Fee (less than 30-days)	217.00				
STAFF COSTS	**PER HOUR**				
Public Works: Maintenance Worker, Parks & Recreation: Facility Maintenance Worker Park Monitor Facility Attendant Police Officer Planning Department	130.00 130.00 45.00 45.00 124.00 129.00				
OTHER FEES	**PER HOUR**				
Trash Pick up					
Facility Fees (from facility rental agreement)					
Special Event Business License					
Vendor Permit	22.00				
Building & Safety Inspection	109.00				
Generator/Electrical Permit	208.00				
Other					
Event Grand Total					
Deposit Collected					
Amount Due to City					

_____ Request to Waive ***City Fees*** _____Approved _____Denied

_____ Request to Waive ***Application Fee*** _____Approved _____Denied

_____ _____

Authorization Date

STREET CLOSURE EVENT

Please Note: Access for other visitors must not be impeded during event. A Special Event Permit does not grant exclusive use. Special Event Permits may be denied during holidays and peak season.

Any street closures will require a Traffic Control Plan to be submitted and approved by the City Engineer. Additionally, all events that require street closures must provide notification to local residents and businesses in the form of a postcard, mailed within a two block radius of event.

Name of Event: LABOR DAY PARADE Date: 9/3/24

List the names of streets to be closed and include map of closures:
SANTA BARBARA 10th to 7th
7th to MAIN & SANTA BARBARA
MAIN 7th TO MILL
MILL MAIN TO SANTA BARBARA

Include map to identify all aspects of the event with the general location and name of features.

☐ Electrical Generators ☐ Vendors and Booths ☒ Mobile Stage

☒ Sound Systems ☐ Comfort Stations ☐ First Aid Station ☐ Portable Restrooms

☐ Electrical Power Sources ☐ Food Booths ☐ Entertainment ☐ Bounce House

☐ Alcohol to be sold

☐ Alcohol to be distributed ☐ Extra parking ☐ Grey Water

Date of the event: 9/3/24 Estimated number of participants: 2000

Starting time of event: 10:00 AM Set-up time of event: 8:00 AM

Ending time of event: 11:30 AM Take-down time of event: 12:00 PM

If applicable, describe and show location of sound amplification equipment proposed. Show direction of amplification on map. Explicit music is not permitted.
STAGE/FLATBED AT DAVIS & MAIN - PA SYSTEM
PA SYSTEM AT GAZEBO

Will the event require City personnel, service or equipment? If so, there may be an additional fee assessed per SPMC 4.40.070:

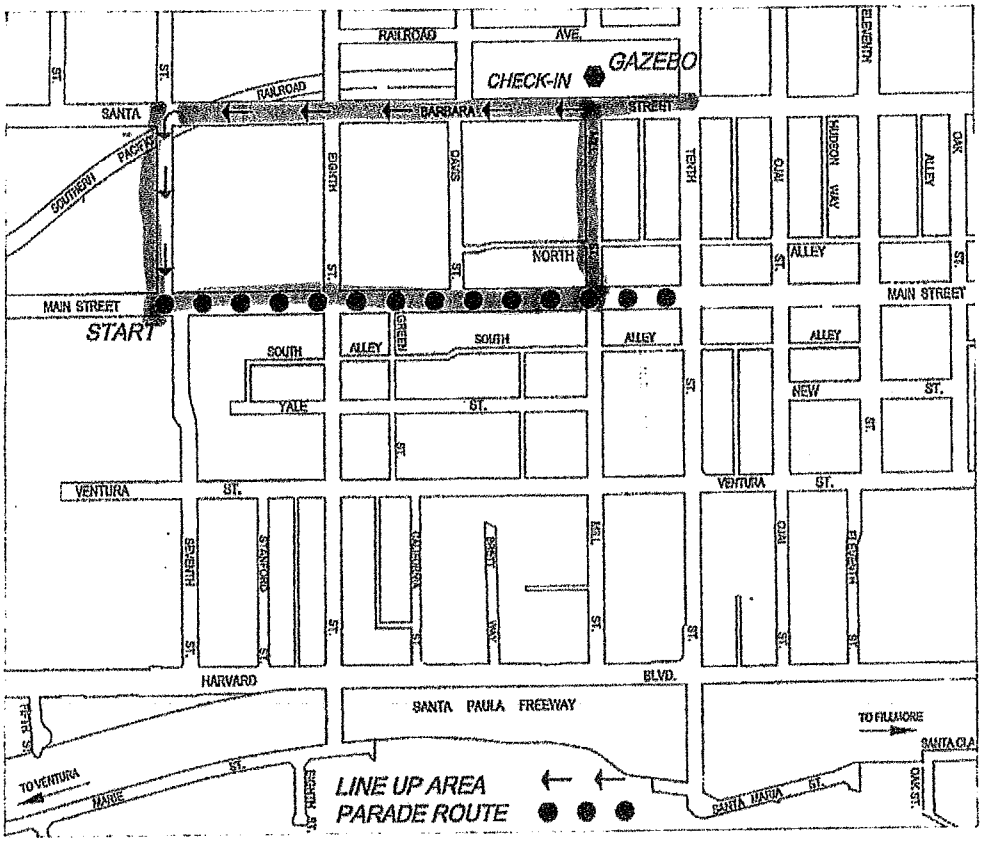
NO

Are there any unusual activities associated with this event that should be brought to the attention of the City of Santa Paula to evaluate this application?

NO

(Keep this page for your records.)

LABOR DAY PARADE ROUTE



SPECIAL EVENT REQUESTS FOR THE CITY

LABOR DAY PARADE September 3, 2024

Insurance (bill LDP Committee)

Procure Insurance Certificate for the Labor Day Parade

Do Not Issue any Vendor Permits

"No Parking /Tow Away" Signs (bill LDP Committee)

Installed on Main Street 7th to 10th.

Barricade Services

Closing Santa Barbara Street, 7th Street, Main Street, and Mill Street.

Traffic Control Services

Close Santa Barbara at 7th and 10th Streets. Close Main Street at 7th and 10th Streets.
Close Main at Davis Street and 8th Street.
Mill Street and Main Street from South Mill. North Mill Street should be open

Gazebo Restrooms (for participants)

Open 8:00 am to Noon

Gazebo

Power turned on for PA System

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Police Chief

Subject: RESPONSE TO GRAND JURY REPORT ENTITLED LINKING FIRST RESPONDERS - VENTURA COUNTY REGIONAL RADIO SYSTEM

Date: July 2, 2024

Agenda Item: 10.E

RECOMMENDATION:

Staff Recommends that the City Council:

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

Presented by: Don Aguilar, Police Chief

BACKGROUND:

In the State of California, civil grand juries are authorized to “investigate and report upon the operations, accounts, and records of the officers, department, functions, and the method or system of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit.” (Cal. Penal Code 925(a).)

On or about May 15, 2024, the Ventura County Grand Jury issued its report titled, "Ventura County Regional Radio System." In the report, the Grand Jury recognized the need for first responders to communicate on a common radio system after researching the readiness, compatibility, and use of the radio systems first responders employed in the event of emergencies affecting Ventura County. The investigation stemmed from the 2018 Borderline Bar and Grill Mass Shooting in Thousand Oaks, revealing the inadequacies of the communication systems in place at the time.

Since this incident, significant improvements have been made in the ability of first responders to communicate with each other. The report highlighted those improvements as well as the remaining challenges.

The Sheriff's After-Action Review of the Borderline Mass Shooting states: "When a multi-agency team is deployed in critical incidents, [the agencies must] provide for radio interoperability or sufficient team members who can communicate directly with the agency having primary jurisdiction for the incident."

Radio communication is crucial in facilitating coordination among first responders during a crisis incident, especially when there are numerous responding agencies on the scene. Radios

must have the capability to perform and must be operated appropriately by users. To avoid missing critical pieces of information, first responders must adopt a stringent, disciplined approach to communication. First responders must communicate in mutually understood terminology that is delivered clearly and succinctly. Situational updates must be provided in real-time to keep those on the scene and enroute informed of evolving conditions. (Ref-03)

The Office of Emergency Services (OES) is a division of the VCSO comprising emergency managers with experience from a variety of backgrounds, including law enforcement, fire, planning, finance and technology experts. OES is responsible for the day-to-day administration of the county's preparedness, mitigation response and recovery programs. OES is also responsible for the development and maintenance of the county's emergency operations plan, maintaining the county's Emergency Operations Center (EOC) and coordinating EOC activities during a disaster. This team maintains readiness for emergencies.

Prior to the Borderline incident, various departments within the County of Ventura, including Information Technology Services Department (ITSD) and OES, saw the need for and began taking steps to implement a regional radio system, the Ventura County Regional Radio System (VCRRS). They planned to make this system available to emergency responders and other government agencies throughout Ventura County.

The Grand Jury has identified improvements that have been made since the Borderline Bar and Grill Mass Shooting. The Grand Jury also recognized remaining challenges with regional radio communication.

At the conclusion of the report, the Grand Jury requested a response from the City to findings F-7, F-8, and Recommendation R-6. The attached letter, noted as Exhibit A, is the response to the Grand Jury.

ANALYSIS:

Within 60 days after a Grand Jury’s issuance of the report, the City Council must comment to the Presiding Judge of the Superior Court on the findings and recommendations contained in the report. The attached proposed response to the Report, prepared by the Chief of Police and other key City staff, addresses the Grand Jury’s findings and recommendations.

STRATEGIC PLAN:

The approval of this agenda item does not directly address the strategic goals within the City’s adopted Strategic Plan.

FISCAL IMPACTS:

There are no fiscal impacts associated with this item outside of staff's time to respond to the report. City Council will be presented with an MOU between the City and the Ventura County Regional Radio System (VCRRS) in order to join the system once it is completed. It is unknown at this time what costs will be associated with the MOU.

OPTIONS:

In addition to the recommended action, the Council can:

1. Propose alternative language and direct that the response be revised.

ATTACHMENTS:

Exhibit A - Proposed Response to Report on Water Availability for Wildfires in Ventura County.docx
Exhibit B - VC Grand Jury 2023-2024 Linking First Responder Final Report.pdf

"Citrus Capital of the World" City of Santa Paula

970 Ventura Street ● Santa Paula, California ● Mailing Address: P.O. Box 569 ● 93061 ● (805) 933-4214●www.ci.santa-paula.ca.us

July 2, 2024

The Honorable Kevin G. DeNoce
Presiding Judge of the Superior Court
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

Re: City's Response to Grand Jury Report Entitled "Linking First Responders – Ventura County Regional Radio System"

Dear Judge Kevin G. DeNoce:

On or about May 15, 2024, the Ventura County Grand Jury issued its report titled, "Ventura County Regional Radio System." In the report, the Grand Jury recognized the need for first responders to communicate on a common radio system after researching the readiness, compatibility, and use of the radio systems first responders employ in the event of emergencies affecting Ventura County.

Prior to the Borderline Mass Shooting Incident, various departments within the County of Ventura, including Information Technology Services Department (ITSD) and OES, saw the need for and began taking steps to implement a regional radio system, the Ventura County Regional Radio System (VCRRS). They planned to make this system available to emergency responders and other government agencies throughout Ventura County.

The Sheriff's After-Action Review of the Borderline Mass Shooting states: "When a multi-agency team is deployed in critical incidents, [the agencies must] provide for radio interoperability or sufficient team members who can communicate directly with the agency having primary jurisdiction for the incident."

Radio communication is crucial in facilitating coordination among first responders during a crisis incident, especially when there are numerous responding agencies on the scene. Radios must have the capability to perform and must be operated appropriately by users. To avoid missing critical pieces of information, first responders must adopt a stringent, disciplined approach to communication. First responders must communicate in mutually understood terminology that is delivered clearly and succinctly. Situational updates must be provided in real-time to keep those on the scene and enroute informed of evolving conditions.

The Office of Emergency Services (OES) is a division of the VCSO comprising emergency managers with experience from a variety of backgrounds, including law enforcement, fire, planning, finance and technology experts. OES is responsible for the day-to-day administration of

the county's preparedness, mitigation response and recovery programs. OES is also responsible for the development and maintenance of the county's emergency operations plan, maintaining the county's Emergency Operations Center (EOC) and coordinating EOC activities during a disaster.

When completed, the Ventura County Regional Radio System (VCRRS) will provide improved service to the unincorporated areas of Ventura County as well as to the VCSO contract cities. VCRRS can include "interoperability, virtually unlimited concurrent conversations, clearer reception, encryption, location services, prioritized radio traffic and cellular redundancy, which will also supply streaming video and over-the-air programming.

Santa Paula is in the process of developing a Memorandum of Understanding (MOU) to present to their city council for consideration to join the VCRRS.

At the conclusion of the Report, the Grand Jury requested a response from the City to Findings F-07, F-08, and Recommendations R-06.

Findings:

F-07. Using the current system, first responders in multiple locations may lose communication.

The City agrees with Finding F-07.

F-08. A MOU for adoption of the VCRRS has not been completed for presentation to the city council

The City agrees with Finding F-08. Once the review process of the MOU has been completed and the VCRRS MOU authors have responded to any notations and recommendation of the MOU by the city's Chief Technology Officer, it will be presented to city council.

Recommendations:

R-06. The Grand Jury recommends completing and presenting the VCRRS MOU consideration by the city council by October 2024 (F-07, F-08)

The City will complete recommendation R-06. The City has established its Chief Technology Officer as a stakeholder of the VCRRS project. After completion of the review and recommendations of the VCRRS MOU by the Chief Technology Officer, the VCRRS MOU will be presented to the city council for consideration.

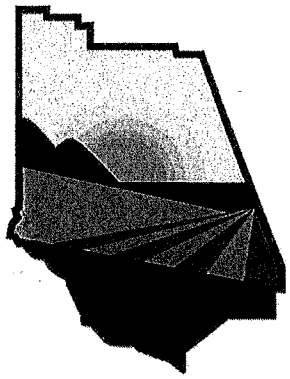
We thank you for the opportunity to respond to the Report. Should you have any further questions or desire any further information, please contact our City Manager, Dan Singer, by telephone at (805) 933-4201 or by email at dsinger@spcity.org.

Sincerely,

Leslie Cornejo
Mayor

cc: Santa Paula City Council
Dan Singer, City Manager
Don Aguilar, Chief of Police
Rich Williamson, Chief Technology Officer
Lori Macdonald, Foreperson

2023 - 2024
Ventura County Grand Jury



COUNTY of VENTURA

Final Report

Linking First Responders
Ventura County Regional Radio System

May 22, 2024

Linking First Responders: Ventura County Regional Radio System

SUMMARY

The ability of first responders to communicate on a common radio system is critical when coordinating a response to a major event. The lives of first responders and the people they serve may be at risk if first responders are unable to call for assistance.

The 2023-2024 Grand Jury researched the readiness, compatibility and use of the radio communication systems first responders employ in the event of emergencies affecting Ventura County. The investigation stemmed from the 2018 Borderline Bar and Grill Mass Shooting in Thousand Oaks, revealing the inadequacies of the communication systems in place at the time.

Since this incident, significant improvements have been made in the ability of first responders to communicate with each other. This report highlights those improvements as well as the remaining challenges.

BACKGROUND

Ventura County Sheriff's Office provides law enforcement for the unincorporated areas of Ventura County and contracts for law enforcement with the cities of Camarillo, Fillmore, Moorpark, Ojai and Thousand Oaks. The cities of Oxnard, Port Hueneme, Santa Paula, Simi Valley and Ventura have their own police departments.

First responders to the Borderline incident included the following:

- **Ventura County Sheriff's Office (VCSO)** At the time of the Borderline incident, 11 uniformed deputies and two sergeants were assigned to patrol Thousand Oaks. Multiple deputies from other contract cities responded to the incident.
- **California Highway Patrol (CHP)** Four CHP personnel responded. In addition to scene and investigative assistance, they assumed administrative responsibility for the officer-involved shooting. (Note: CHP is a state agency primarily involved in traffic control. However, it does have the ability to communicate with local emergency responders if they patch through dispatch.)
- **Oxnard Police Department (OPD)** On-duty officers responded Code 3 (lights and siren) to the incident site approximately 20 miles away.

Emergency Operations Center (EOC) and coordinating EOC activities during a disaster. This team maintains readiness for emergencies. (Ref-04)

Prior to the Borderline incident, various departments within the County of Ventura, including Information Technology Services Department (ITSD) and OES, saw the need for and began taking steps to implement a regional radio system, the Ventura County Regional Radio System (VCRRS). They planned to make this system available to emergency responders and other government agencies throughout Ventura County. Its development is briefly described below. (Ref-05)

- In 2012, Congress set aside the 700 MHz band for public safety radio use. (Ref-06)
- In 2015, the Board of Supervisors (BOS) expressed support for a plan to develop a countywide regional radio network to enhance multi-agency interoperability and provide greater channel capacity for the existing Very High Frequency (VHF) system. The Federal Communications Commission (FCC) allocated 20 frequencies to the county. (Ref-06)
- In 2016, ITSD presented a five-year plan to expand the regional radio system by providing six additional transmission sites, bringing the total to 16 towers throughout the region. (Ref-06)
- From 2016 to 2022, five sites were outfitted with 700 MHz equipment. (Ref-06)
- In March 2020, COVID delayed the proposed new regional radio system. (Ref-06)
- In 2021, the county requested a five-year extension from the FCC for existing frequencies to ensure continued use of the system. (Ref-06)
- On June 20, 2023, the BOS approved $32,239,081 to upgrade the existing county radio system, improving clarity, coverage, reliability and to provide additional channels and cellular service. The planned participants for this system include the Sheriff's Office and contract cities, the District Attorney's Office and the Probation Agency. The OPD, VPD, California State University Channel Islands Police Department and the Community College District Police Department will also be included. (Ref-05)
- On October 1, 2023, the BOS adopted a Memorandum of Agreement (MOA) for the proposed Regional Radio System. (Ref-07)
- On March 23, 2024, the final appropriations bills in the federal budget for fiscal year 2024 were signed into law. (Ref-08)
  This funding includes:
  $963,000 for the Ventura County Regional Public Safety Radio Project
  $963,000 for the City of San Buenaventura (Ventura) Public Safety Communications System Upgrade Project
  $67,000 for the City of Simi Valley 911 Live Implementation Project. (Ref-09)

DISCUSSION

Ventura County

The Borderline After Action Review Report recommended: "Training should include a focus on communication that ensures simple, plain broadcasts that accurately and completely relay relevant information." (Ref-13)

Incident Command System (ICS) is a standardized, on-scene, all-risk incident management concept. This allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS has been adopted by all first responders in Ventura County. (Ref-14)

Portions of the radio communications systems currently in use by some agencies within the county are more than 20 years old. These systems lack updated features and cannot penetrate some buildings. In addition, service does not extend to some geographic areas. The VCRRS will significantly reduce these shortcomings. (Ref-10)

As of May 2020, the Department of Justice requires encryption for communication of personally identifiable information. Encryption, which protects individuals' privacy, is not available with some existing systems. The VCRRS will allow for encryption when required. (Ref-15)

Unincorporated Areas and VCSO-Contracted Cities

The OES has taken the lead in ensuring improved communication between first responders by coordinating the construction of communication towers at strategic locations. The unincorporated areas within Ventura County and all cities that contract with VCSO for law enforcement are included in this new system, the VCRRS. (Ref-10)

At the September 12, 2023, BOS Meeting, Agenda Item 53, the BOS approved an $11,647,462.57 contract to purchase Motorola devices:

- 993 APX NEXT radios
- 501 APX 8500 radios
- 374 APX N30 radios for use in the jails (Ref-07)

The APX NEXT radio can switch automatically to Wi-Fi and cellular when necessary, while APX 8500 radios can switch to Wi-Fi. The APX series radio can provide encryption when necessary. (Ref-10, Ref-16)

OES has developed a suitcase-size interface for the VCRRS between the APX Next radio and a satellite system. This serves as a link from a command center to the VCRRS when the command center is out of range of either the radio system or cellular coverage. (Ref-10)

City of Santa Paula

Santa Paula's radio communication system is aging; it provides communication within the city limits, but performance declines as personnel leave the geographical area. (Ref-10)

The biggest obstacle to the city's joining VCRRS is funding for the new radios. The city's current system is fully paid for. (Ref-10)

A Memorandum of Understanding (MOU) is being developed and will be presented to the city council for consideration to join the VCRRS. (Ref-10)

City of Ventura

The city purchased 168 Motorola APX 8000 radios to replace an aging system. The prior mobile radios were known to have both building penetration problems and reception issues in certain areas. The transition to the new radios is expected to be completed in 2024. (Ref-10, Ref-18)

The purchase of the new radios was aided by grant funding and earmarks from congressional legislation. (Ref-10)

The city will use the March 2024 federal funding "to purchase equipment (dispatch consoles and car radio upgrades) VPD needs to go live on the regional radio system." (Ref-10)

Multiple sources confirmed that the City of Ventura has agreed to join the VCRRS and will participate in the VCRRS advisory group. (Ref-05, Ref-10)

City of Simi Valley

The City of Simi Valley declined to participate in the VCRRS. The city recently upgraded its outdated system with Comm-Line radios rather than Motorola, the radio used in the VCRRS. (Ref-10)

Simi Valley can communicate with other Ventura County agencies using a dispatch "patching" system, which is not as efficient as direct communication. (Ref-10)

The City of Simi Valley plans to install a new communication tower and rehabilitate an existing tower at the city's expense. (Ref-10)

Because of its geographical proximity, the city prefers Los Angeles County as its primary interface rather than Ventura County. (Ref-10)

Ventura County Fire Department

VCFD coordinates all fire and emergency medical services within Ventura County. All county fire stations and all city fire departments are linked by a common communications network. They can communicate with VCRRS as needed. (Ref-10)

City of Simi Valley

F-11. The system in use by the City of Simi Valley can only communicate with other Ventura County agencies' dispatch using a "patching" system, which is not as efficient as direct communication.

Ventura County Fire Department

F-12. All county and city fire departments, which dispatch emergency medical services, have adopted common technology, providing interoperability without regard to city boundaries. The VCRRS can communicate with all fire departments with no changes.

RECOMMENDATIONS

Ventura County Regional Radio System

R-01. The Grand Jury recommends that transition to the upgraded system be complete by July 2025 for improved communication throughout the county. (F-01)

R-02. The Grand Jury recommends that OES complete an integrated testing and training plan for all participants of VCRRS by July 2025. (F-02)

City of Oxnard

R-03. The Grand Jury recommends that transition to the VCRRS be complete by July 2025. (F-03)

R-04. The Grand Jury recommends that the City of Oxnard complete an integrated testing and training plan by July 2025. (F-04)

City of Port Hueneme

R-05. The Grand Jury recommends completing and presenting the VCRRS MOU for consideration by the city council by October 2024. (F-05, F-06)

City of Santa Paula

R-06. The Grand Jury recommends completing and presenting the VCRRS MOU for consideration by the city council by October 2024. (F-07, F-08)

City of Ventura

R-07. The Grand Jury recommends that transition to the VCRRS be complete by July 2025. (F-09)

R-08. The Grand Jury recommends that the City of Ventura complete an integrated testing and training plan by July 2025. (F-10)

Ref-04. Ventura County Sheriff's Office: Ventura County SO Policy Manual. (2023, May 25). *Policy 202, Role of the Ventura County Sheriff's Office of Emergency Services, p 21.* https://s29762.pcdn.co/wp-content/uploads/2023/05/RELEASE_20230525_T153331_Ventura-County-Sheriffs-Office-Policy-Manual.cleaned_Redacted.pdf

Ref-05. Theobald, T. (2023, September 26). *Adoption of a Resolution Establishing the Subscription Rates for the Regional Radio System for the County of Ventura for Fiscal Year 2023-2024.* Board of Supervisors, Ventura County. https://ventura.primegov.com/portal/item?id=260563

Ref-06. Information Technology Services. (2023, June 20). *Approval of, and Authorization for the Ventura County Chief Information Officer to Execute, a Communications and Services Agreement for the Continued Purchase of Equipment and Services for the 700MHz Regional Radio System and for Post-Warranty Maintenance and Software Upgrades with Motorola Solutions Incorporated in the Amount of $32,239,080.82.* Board of Supervisors, Ventura County. https://ventura.primegov.com/portal/item?id=258069

Ref-07. Fryhoff, J., Johnson, G., & Nasarenko, E. (2023, September 12). *Approval of, and Authorization for the Purchasing Agent to Sign, a Communications and Services Agreement for the Purchase of Two-Way Radio Equipment and Service for the Sheriff's Office, District Attorney's Office and Probation Agency with Motorola Solutions Incorporated in the Total Not-to-Exceed Amount of $12,584,216.* Board of Supervisors, Ventura County. https://ventura.primegov.com/portal/item?id=260189

Ref-08. The White House. (2024, March 23). *Statement from President Joe Biden on the Bipartisan Government Funding Bill.* https://www.whitehouse.gov/briefing-room/statements-releases/2024/03/23/statement-from-president-joe-biden-on-the-bipartisan-government-funding-bill

Ref-09. Congresswoman Julia Brownley's Office. (2024, March 6). *Brownley Secures $10.3 Million for Community Projects in the Fiscal year 2024 Spending Package.* https://juliabrownley.house.gov/brownley-secures-10-3-million-for-community-projects-in-the-fiscal-year-2024-spending-package

Ref-10. Interviews with various Ventura County agencies, including VCSO OES, VCFD, City of Camarillo, City of Fillmore, City of Oxnard, City of Port Hueneme, City of Santa Paula, City of Simi Valley, City of Thousand Oaks and City of Ventura.

EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FCC	Federal Communications Commission
ICS	Incident Command System
ITSD	Information Technology Services Department
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
OES	Office of Emergency Services
OPD	Oxnard Police Department
SVPD	Simi Valley Police Department
VCCCDPD	Ventura County Community College District Police Department
VCEMS	Ventura County Emergency Medical Services
VCFD	Ventura County Fire Department
VCRRS	Ventura County Regional Radio System
VCSO	Ventura County Sheriff's Office
VHF	Very High Frequency
VPD	Ventura Police Department

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANT MCINTYRE AND ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES

Date: July 2, 2024

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a third amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, in an amount of $78,000, extending the term from July 1, 2024 to June 30, 2025, and increasing the total not-to-exceed amount to $252,000.

BACKGROUND:

Over the past two and a half years, staff has worked closely with Merchant McIntyre and Associates (MMA) to represent the City of Santa Paula to respective government agencies in Sacramento, CA and Washington D.C. MMA's services have included legislative monitoring and analysis, state and federal advocacy, and grant coordination, assistance and advocacy. MMA also provides monitoring of executive proposals and legislation, as well as administrative rules and regulations that may affect cities. Legislative advocacy services are also essential in identifying funding opportunities, grant applications and other special programs for which the City may qualify.

To date, MMA has worked with staff on the following initiatives for the City of Santa Paula:

1. Develop Funding Strategies:

    1. Function as an extension of Santa Paula's professional staff; and
    2. Prepare a comprehensive Federal Funding Legislative Strategy and specific Action Plan so the City's leadership can review and assess specific funding opportunities firsthand, and evaluate the City's strategies to secure that funding.

2. Implement Funding Strategies:

    1. Schedule substantive discussions with members of Congress, Congressional staff, and agency officials in D.C. and California to highlight the City's funding objectives.

2. Generate quality third-party support letters.
3. Ensure the City's projects make the priority list of our Congressional champions.
4. Identify and apply for federal grants, such as Safe Streets for All (SS4A).

3. Win Congressionally Directed Spending:

    1. Help the City establish working relationships with key Congressional staff and Appropriations Committee staff to learn their criteria for award-worthy funding requests — long before request forms are publicly available. Drive the City's Federal Congressional Direct Spending (CDS) requests through every step of the legislative process —subcommittee, full committee, floor action, conference committee — until they are signed into law by the President.
    2. Manage the development of each funding request from start to finish. This includes the creation of timelines and deadlines management, and clarification of writing roles and responsibilities.
    3. Develop and/or improve program design and specific application components.
    4. Support all administration needs including federal submission portal requirements, forms, reporting, drawdown and compliance (as needed).
    5. Finalize the funding request(s): provide multi-level reviews to ensure clarity, cohesiveness, and editorial input. Check budgets for cost-effectiveness, completeness, and accuracy.

Due to MMA's efforts over the past two and a half years, the City of Santa Paula has secured approx. $3,000,000 million in support from Congresswoman Julia Brownley for the following initiatives:

- Harvard Blvd. Water/Sewer/Pavement Rehabilitation Project - The funding would be used for the water and wastewater replacement portion of the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project — overall an approximately $16 million initiative. The $2 million request will install over 1.2 miles of utility pipeline, which will ensure the City can provide a reliable potable water distribution system and an efficient wastewater collection system to sustain operations in the community.
- Mesa Tanks Replacement Project - The $1 million in funding would be used for replacement of two water tanks currently leaking water. The Mesa water tanks play important roles in supporting critical infrastructure, potable water, and fire suppression capabilities for many residents and businesses, including the Ventura County Medical Center located in Santa Paula.

On September 21, 2022, the original agreement with MMA, which was entered into on March 21, 2022, was due to terminate. The original agreement was for a six-month trial period in the amount of $36,000. Prior to the termination of the agreement, staff and MMA mutually agreed to extend our agreement for an additional two months until staff could determine if funding would be available to extend the City's agreement with MMA through the end of the fiscal year.

On December 7, 2022 Council authorized the City Manager to execute a first amendment to the professional services agreement with MMA extending the agreement with MMA through the end of the fiscal year or June 30, 2023. With Council's approval at that time, the total contract amount was increased to a not-to-exceed amount of $174,000.

ANALYSIS:

As MMA's contact is due to expire at the end of this month, staff is requesting Council authorize the City Manager to execute a third amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy and grant services, extending the term through the end of fiscal year 2024/2025, from September 16, 2022 through June 30, 2025, and increasing the not-to-exceed amount to $252,000. Essentially, MMA's costs for FY24-25 will be $78,000 or $6,500 a month.

Most recently, MMA has been instrumental in:

- Assisting staff to secure appointments for the Mayor and the City's legislative analyst in Washington D.C. in April 2024 leading to the following:
    - Securing a $2,000,000 million FY2025 Community Project Funding Request from Congresswoman Brownley for the Santa Paula Cross-Town Pipeline Project.
    - Securing a $2,000,000 million FY2025 Congressionally Direct Spending Request from Senator Padilla for the Santa Paula Cross-Town Pipeline Project.
    - Securing a $1,500,000 million FY2024 Congressionally Direct Spending Request from Senator Butler for the Santa Paula Cross-Town Pipeline Project.
- Assisting staff to submit and be awarded a transportation Action Plan application to the United States Department of Transportation (USDOT) for the Safe Streets and Roads for All (SS4A) Grant Program in the amount of $280,000 to allow for subsequent applications seeking up to $10 million in funding for implementation costs to assist with transportation safety projects.
- Assisting staff with the draw-down of $2 million in Federal Congressional Direct Spending (CDS) related to the Harvard Blvd. Project and Mesa Tanks Project.

Staff is therefore asking Council to authorize the City Manager to execute a third amendment to the professional services agreement with MMA, as outlined above.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan; however, approval of this item moves the City closer to obtaining funding to support multiple objectives in Council’s two-year Strategic Plan.

FISCAL IMPACTS:

Funding for a third amendment to the professional services agreement with MMA is included in the FY24-25 fiscal budget in the amount of $78,000 under GL 100-5-0511-209.

OPTIONS:

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

1. Do not approve the amendment to the professional services agreement with MMA to provide legislative advocacy services. Doing so is not advised, as the City is the recipient of Federal Congressional Direct Spending (CDS) funds and staff will need the experience and guidance of MMA to navigate use of the funds, as well as reporting and compliance requirements; and/or
2. Provide staff with further direction.

ATTACHMENTS:

Attachment A - MMA Third Amendment FY24-25.docx
Exhibit A to Attachment A - MMA Scope of Services.pdf

THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MERCHANT MCINTYRE & ASSOCIATES, LLC

THIS THIRD AMENDMENT ("Amendment") is made and entered into this 2nd day of July 2024, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and MERCHANT MCINTYRE & ASSOCIATES, LLC, a Delaware limited liability company ("Consultant").

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

A. On March 21, 2022, the City and Consultant entered into an Agreement for federal legislative advocacy and grant services (the "Agreement").

B. The term of the Agreement was from March 16, 2022 to September 16, 2022.

C. The Consultant's total compensation under the Agreement could not exceed $36,000.00 without written approval of the City Council or the City Manager, as applicable.

D. On December 7, 2022, the City and Consultant mutually agreed to extend the terms of the March 16, 2022 agreement to June 30, 2023 through a First Amendment to the Agreement ("First Amendment").

E. The Consultant's total compensation under the First Amendment could not exceed $96,000.00 without written approval of the City Council or the City Manager, as applicable.

F. On June 21, 2023, the City and Consultant mutually agreed to extend the terms of the first agreement to June 30, 2024 through a Second Amendment to the Agreement ("Second Amendment").

G. The Consultant's total compensation under the Second Amendment could not exceed $174,000.00 without written approval of the City Council or the City Manager, as applicable. The Agreement, as amended by the First Amendment and Second Amendment is referred to hereafter as the "Agreement".

H. The City and Consultant now mutually desire by this Amendment to increase the Consultant's total maximum compensation and extend the term of the Agreement as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Sections 1, 7, and 28 of the Agreement, the Agreement is amended as follows:

A. Subsection 3.1.2, entitled "Term," is hereby amended to read as follows:

"3.1.2. Term. The term of this Agreement shall be from January 1, 2022 to June 30, 2025 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

A. Subsection 3.2.1, 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 two hundred fifty-two thousand dollars ($252,000.00) without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3. COUNTERPARTS. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. LIMITED AMENDMENT. Except as modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. Whenever the term "Agreement" is used in the Agreement it shall mean the Agreement as modified by this Amendment. In the event of a conflict between this Amendment and the Agreement, the provisions of this Amendment shall control.

[Signatures on Next Page]

SIGNATURE PAGE TO
THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA AND MERCHANT MCINTYRE & ASSOCIATES, LLC

IN WITNESS WHEREOF, the duly authorized representatives of the City and Consultant have executed this Amendment effective as of the first day and year written above.

CITY OF SANTA PAULA	MERCHANT MCINTYRE & ASSOCIATES, LLC
_____	_____
Dan Singer, City Manager	Brent Walton Merchant, Principal and Co-Founder
ATTEST:	
_____	81-5238967
Julie Latshaw, City Clerk	Taxpayer ID No.
APPROVED AS TO FORM:	
_____	
Monica Castillo, City Attorney	

65283.00001\42419787.2

EXHIBIT A

MERCHANT MCINTYRE ASSOCIATES

February 23, 2022

Mr. Jonathan Royas, Ms. Patricia Zavala
City of Santa Paula, CA
970 Ventura Street
Santa Paula, California 93060

Dear Mr. Royas and Ms. Zavala,

On behalf of Merchant McIntyre Associates ("MM"), we are enthusiastic about the possibility of serving as Santa Paula's federal government relations agency to maximize the City's federal support by achieving your funding objectives for the Crosstown Pipeline, Harvard Blvd water, sewer, and road construction, Mesa Tank, AWTF (advanced reverse osmosis treatment facility), bike and pedestrian trail improvements, and other priority needs.

We're enthusiastic because this is the type of work that gets us up in the morning!

Long story short, we founded MM to serve cities exactly like Santa Paula. Since the City is likely evaluating other federal government relations firms, please note this important fact: Both MM principals and co-founders will be involved on a daily basis in the work our team performs for Santa Paula. Further, Mark McIntyre is regularly in SoCal, an easy drive to the City.

Merchant McIntyre is the leading federal government relations agency that serves exclusively cities, other local governments, and nonprofits. Unlike other Washington-based agencies, we focus 24/7 on winning federal funding. To help cities secure major federal support, we forecast, identify, write, submit, mobilize Congressional support for, win, and comply with Congressionally Directed Spending (earmarks) and federal grants.

Within the federal government's $6.8 trillion annual budget, there is significant funding available for the City's priorities through multiple federal agency grant programs and Congressionally Directed Spending. Further, the $1.9 trillion American Rescue Plan Act and $1.2 trillion Bipartisan Infrastructure Bill feature billions of dollars in new funding for local governments like Santa Paula. This is in addition to the annual programs already scheduled.

MM has extensive experience securing federal funding for local governments (most recently, clients have received grant awards of $1.9 million, $1.25 million, $1 million, and $1 million with several more grant awards pending). Further, MM professionals have been tracking the Bipartisan Infrastructure Bill since it's inception. We're now beginning to see new grant programs announced that are perfect funding targets for Santa Paula.

MM also develops and executes strategies to win Congressionally Directed Spending (CDS). In the FY22 appropriations cycle, MM secured 19 CDS projects ranging from $91K to $7.2 million.

Merchant McIntyre professionals regularly meet with Congressional staff and federal program officers at USDA, DOT, EDA, DOJ, DOL, FEMA, and other federal agencies to gather invaluable intel about how to win federal funding. Specifically, we learn about the funding priorities of Members of Congress and the competitive preference priorities that program officers are using to score applications. In his

famous book *The Art of War*, Sun Tzu wrote, "Infiltration is always more effective than assault." Merchant McIntyre will infiltrate the Congress and the federal agencies in the best sense of the word to win funding for the City.

Merchant McIntyre's greatest strength is our ability to integrate effective funding strategies with comprehensive legislative tactics. This one-two punch has been essential to achieving success on behalf of cities and other local governments. (Key members of our senior team have been working together since 1994.)

As we begin discussions with a prospective client, we look for three fundamental values to support a working relationship:

First, we must believe in what our client is doing. To do our best work, we must share our clients' enthusiasm for their mission. It would add significance to our lives to help Santa Paula's leaders and professional staff serve your constituents by maximizing federal support for the City.

Second, we believe that our work should be enjoyable – fun both for the client and for us. This happens best when there is a strong sense of partnership. Our hope is that we can embark on a true partnership with the City of Santa Paula – one characterized by open, honest communication and fruitful work. We look forward to this. We will always tell you the truth, especially when it's difficult.

Third, the relationship must be mutually beneficial. You must be able to see measurable results based on well-defined objectives. **The bottom line is the return on investment!** After all, Santa Paula's leadership is accountable to your citizens. We appreciate this accountability. Indeed, we're motivated by it.

The City of Santa Paula has a great story to tell in D.C. Humbly, Merchant McIntyre has a documented record of success. Together, we can help the City achieve your federal objectives.

We would be both gratified and humbled to be chosen to serve as your federal government relations agency -- indeed, this is the kind of work that gets us up in the morning!

Sincerely,

Mark D. McIntyre
Principal & Co-Founder

P.S. There's a reason we have previously sent you letters about MM's services. We know we can be effective for your city!

Executive Summary

Merchant McIntyre is the leading federal funding agency that serves exclusively local governments and other nonprofits. Merchant McIntyre performs the lion's share of the work to forecast, identify, help write, submit, mobilize Congressional support for, win, and comply with federal grants and Congressionally Directed Spending (CDS), also known as "earmarks."

Legal name and corporate structure: Merchant McIntyre & Associates, LLC is a limited partnership. Our agency has three partners — Brent Merchant, Mark McIntyre, Brent Merchant, and Katie Peterson.

MM's corporate structure is so flat, you can slide it under a door. We have a cohesive, collaborative team of approximately 20 professionals with a clear reporting structure up through Brent, Mark, and Katie. All partners provide strategic oversight for every client, and are deeply involved in the actual client work. This enables our agency to serve local governments with the highest level of expertise, efficiency, accountability — and success!

Further, please note that both Mark McIntyre and Brent Merchant will be involved in the day-to-day work on behalf of Santa Paula. You have Merchant McIntyre's full attention! Since Santa Paula will be evaluating other potential agencies, ask yourself this question: who will be doing the work at those other places — the Varsity or the Junior Varsity?

Merchant McIntyre possesses the federal funding expertise in-house to serve Santa Paula successfully. We will not need to use subcontractors on behalf of the City.

Per your question, Merchant McIntyre does not have any pending litigation.

Below we've provided our primary contact information.

Mark McIntyre
Principal and Co-Founder
Merchant McIntyre Associates
1634 I Street NW Washington DC 20006
Phone: 202-657-7556
Email: mmcintyre@merchantmcintyre.com

Qualifications and Experience

We've provided resumes of the key federal funding professionals who will comprise the core MM team serving the City of Santa Paula.

As stated earlier, Principal and Co-Founder Mark McIntyre travels every month to SoCal. Therefore, MM's work with Santa Paula will feature the highest level of accountability.

Brent W. Merchant
Co-Founder and Principal

Professional Background

Brent Merchant has secured more than $100 million of federal support for cities and other local governments to fund industrial parks, economic development, downtown revitalization, water and wastewater infrastructure, surface transportation, public safety, law enforcement, technology, parks and recreation.

Brent is Merchant McIntyre's internal economic development wizard. In fact, he's been told by EDA regional staff that he wins the most grant awards from their agency.

Brent has extensive experience serving in the federal government. He spent 7 years as senior staff at the Department of Energy where he was named to the position of Deputy Chief of Staff to the Secretary of Energy. In that role, Brent advised the Secretary on policy, operational, regulatory, and legislative issues. Brent also served as Senior Advisor to the Deputy Secretary of Energy focusing on policy, project management, and operational issues throughout the Department.

Brent began his career working as an aide to Senator Spencer Abraham in his native Michigan.

Relevant Experience

Principal and Co-Founder (Current), Merchant McIntyre Associates. 2012-current.

- Direct and manage all functions of a leading government relations firm in Washington, DC.
- Provide oversight of all operational aspects of the firm, including finances, personnel, contracts.
- Lead the client service and client experience activities of the firm.
- Manage economic development and infrastructure-focused grant projects for the firm.

Account Director, Russ Reid. 2011-2012.

- Managed dozens of client accounts focused on securing large government grants for infrastructure, economic development, health, education, and social service projects.

Director of Government Relations, LPB Energy Management. 2009-2011.

- Created the Washington, DC office for a leading energy data management company.
- Devised and executive federal lobbying and contracting strategies.
- Directed all LPB interactions with federal agency officials, Members of Congress, and staff.

Deputy Chief of Staff and Senior Advisor to the Secretary, US Department of Energy. 2001-2009.

- Managed operational and staff issues in the Office of the Secretary of Energy.
- Advised the Secretary of Energy on policy, regulatory, legislative, and operational issues across the Department of Energy complex.
- Served as the Secretary's liaison to the 17 members of the National Laboratory complex.

Education

- Hope College (Holland, MI). Bachelor of Arts, Political Science. 2001

Relevant Courses

- Instructor and Presenter, Georgetown University McDonough School of Business *New Strategies Initiative. 2019-2021.*
- Member, National Institute of Lobbying and Ethics.

Awards and Recognition

- National Institute for Lobbying and Ethics 2021 Top Lobbyist

Mark D. McIntyre
Co-Founder and Principal

Professional Background
Known for his federal appropriations acumen and ability as a legislative strategist, in 2020 Mark was named by the National Institute of Lobbying and Ethics as a Top Lobbyist.

Mark currently serves or has previously represented El Paso (TX), State of Indiana, Napa (CA), Manassas Park (VA), Marian (IN), Ontario (OR), Hermiston (OR), Lexington (KY), Pompano Beach (FL), Williamsport (PA), Pleasanton (CA), Belton (TX), Wilmore (KY), Boone (IA), Tamarac (FL), Sedona (AZ), Franklin Park (IL), Louisville (OH), and the Port of Los Angeles. In this capacity, Mark has helped secure more than $300 million dollars in federal support for cities, local governments, and nonprofits.

As a former Presidential speechwriter and award-winning journalist, Mark leads Merchant McIntyre's production of materials for clients to present to the Congress and the Executive Branch.

Relevant Experience

2012 - present	Merchant McIntyre & Associates, LLC (Washington, DC) Co-Founder and Principal
1994 - 2012	Russ Reid Company (Washington, DC) Founding Director/Senior Vice President
1989 - 1994	Cassidy & Associates (Washington, DC) Vice President Account Executive
1986 - 1988	Office of the Vice President (Washington, DC) Chief Speechwriter
1989	Office of the President (Washington, DC) Speechwriter
1985 - 1986	Congressman Robert L. Livingston (Washington, DC) Press Secretary

Education
- Yale University (New Haven, CT) Bachelor of Arts in English, 1983

Awards and Recognition
- National Institute for Lobbying and Ethics Top Lobbyist, 2020
- Congressional Quarterly Top Lobbyist, 2012

Kathryn E. Peterson, Esq.
Partner and General Counsel

Professional Background
Kathryn "Katie" Peterson has served Merchant McIntyre since its inception, successfully leading the firm's efforts to secure significant federal funding and regulatory relief for our clients. As a Partner, Katie develops comprehensive federal funding strategies and supports clients in their advocacy efforts

on Capitol Hill and before the Administration. She is focused on delivering results for local governments, healthcare providers, and institutions of higher education.

Katie has helped secure more than $150 million in federal funding for MM clients.

In addition to her leadership and client services role, Katie serves as Merchant McIntyre's General Counsel. She helps direct the firm's overall operations and manages the firm's internal legal matters including compliance with the Lobbying Disclosure Act and other federal regulations.

Prior to joining Merchant McIntyre, Katie worked as a Congressional Affairs Specialist at the U.S. Food and Drug Administration. In this role, she handled legislative portfolios on a variety of healthcare issues and led components of the agency's implementation of the Affordable Care Act. She also advised Members of Congress and their staff on FDA actions, policies, and issues and helped prepare the FDA Commissioner and other senior FDA officials to testify at Congressional hearings.

Katie also has experience in the legislative branch at both the federal and state level.

Relevant Experience

2014 - present	Merchant McIntyre & Associates, LLC (Washington, DC) Partner and General Counsel
2012 - 2013	U.S. Food and Drug Administration (Silver Spring, MD) Congressional Affairs Specialist Office of Legislation, Office of the Commissioner
2010	United States Senate (Washington, DC) Legislative Aide, The Honorable Bill Nelson (D-FL)
2009	Florida Senate (Melbourne, FL) Constituent Advocate, The Honorable Thad Altman (R-24)

Relevant Training and Education

- Washington & Lee University School of Law (Lexington, VA) Juris Doctor, 2014 Virginia Law License: 90440 (active)
- Stetson University (DeLand, FL) B.A., Political Science and German, *cum laude*, 2011

Awards and Recognition

- National Institute for Lobbying and Ethics 2021 Top Lobbyist

Julia M. Angelotti
Vice President and Director of Legislative Strategy

Professional Background

Julia Angelotti serves as Vice President and Director of Legislative Strategy and has extensive experience with the Congressional appropriations process and federal grants programs. At MM, she leverages nearly a decade on Capitol Hill to plan and execute successful funding strategies.

Prior to joining Merchant McIntyre, Julia served as Deputy Chief of Staff and Legislative Director to Congresswoman Elise Stefanik, the third-ranking House Republican. Julia previously served as Rep. Robert Wittman's Senior Advisor and Rep. Frank Wolf's Appropriations Legislative Assistant.

Julia is a federal legislative expert with a specialty in appropriations.

Relevant Experience

2019 - present	Merchant McIntyre & Associates, LLC (Washington, DC) Vice President and Director of Legislative Strategy
2017 - 2019	U.S. House of Representatives (Washington, DC) Deputy Chief of Staff and Legislative Director, The Honorable Elise M. Stefanik (R-NY)
2014 - 2017	U.S. House of Representatives (Washington, DC) Senior Advisor, The Honorable Robert J. Wittman (R-VA)
2010 - 2014	U.S. House of Representatives (Washington, DC) Appropriations Legislative Assistant, The Honorable Frank R. Wolf (R-VA)

Relevant Training and Education

- George Mason University (Fairfax, VA) Master of Public Policy, 2013
- Virginia Tech (Blacksburg, VA) B.A., Communication and Marketing, *cum laude*, 2011

Relevant Courses/Professional Development Activities in Last 5 Years

- Member, National Institute for Lobbying & Ethics (NILE)
- Member, Women in Government Relations (WGR)
- Stennis Congressional Staff Fellow, 2017-2018

Brandon A. Bookout
Federal Grants Director

Professional Background

Brandon Bookout currently serves as Federal Grants Director at Merchant McIntyre Associates. He joined Merchant McIntyre as an intern and played his way onto the team full-time with his relentless work ethic and strong communication skills.

Brandon aligns upcoming federal funding opportunities with the priority needs of cities local and nonprofit institutions. Brandon leads the onboarding process for every new MM client, plans for, conducts, and drives the follow-up action items for client Resource Inventories.

Brandon's work is critical to developing award-worthy Congressionally Directed Spending requests.

Before joining MM, Brandon served as a Municipal Consultant, where he planned and executed several economic development projects. Notably, Brandon led the development of five-year park master plans for the City of Winchester (IN) and Town of Gaston (IN) and assisted in the development and

organization of the Indiana Automotive Council, a partnership between Indiana automotive manufacturers and the Indiana Economic Development Corporation.

Relevant Experience

2018 - present	Merchant McIntyre & Associates, LLC (Washington, DC) *Federal Grants Director*
2016 - 2020	Augusta Consulting, LLC (Muncie, IN) *Municipal Consultant*
2017 - 2018	Conexus Indiana (Indianapolis, IN) *Economic Development Assistant*
2016 - 2017	Barnes and Thornburg, LLP (Indianapolis, IN) *Fellow*

Education

- Indiana University (Bloomington, IN). Bachelor of Science, Finance; Bachelor of Arts, Brand Development and Merchandising, 2019.

Scope of Work Approach

Washington, D.C. is a one-industry town: hot air. Merchant McIntyre takes a different approach: we listen. We engage our ears and our brains before we engage our mouths.

Therefore, we will begin our service to Santa Paula by conducting an in-depth Resource Inventory via a series of conference calls with City leadership and staff to determine and document Santa Paula's strengths and needs, and to get to know your programs, priorities, and people.

Based on the Resource Inventory, we will develop a comprehensive Federal Legislative Strategy and specific Action Plan consisting of specific tactics to secure federal funding and further Santa Paula's priorities with Members of Congress, Congressional staff, and Congressional committees of jurisdiction.

The objective of this strategy is to achieve the highest ROI for Santa Paula.

The primary reason Merchant McIntyre has consistently achieved the federal funding and legislative objectives for our clients is because of our strategic thinking. All of us are former Congressional and/or Executive Branch staffers. Because of that training, we thoroughly understand the legislative and federal funding processes. This enables us to plan and implement successful strategies.

Merchant McIntyre takes a comprehensive "leave no stone unturned" approach that starts with a thorough review of federal funding needs with Santa Paula's leadership. Based on information gathered on City priorities, MM would immediately want to seek funding for the Crosstown Pipeline, Harvard Blvd water, sewer, and road construction, Mesa Tank, AWTF (advanced reverse osmosis treatment facility), bike and pedestrian trail improvements, and more.

Merchant McIntyre is constantly tracking and advocating for Congressional appropriations and other legislative proposals that could potentially benefit or hurt our municipal clients. This enables us to

help shape spending levels to maximize funding for our municipal clients, and protect them from harmful budget cuts.

For example, at the beginning of the pandemic Merchant McIntyre produced a 10-page summary of all relevant grant funding in the CARES Act one day before the Congress actually passed the 885-page legislation. That was on a Friday. On Monday we began working with clients on specific proposals to pursue and win funding from the CARES Act for their priority projects. (Our clients are still winning money from that legislation). MM would utilize our knowledge and strategic thinking to help Santa Paula secure significant funding from the recently passed $1.2 trillion Bipartisan Infrastructure Bill (BIB).

MM's Scope of Work for the City of Santa Paula:

1. Develop Funding Strategies:

    A. We would truly function as an extension of Santa Paula's professional staff.

    B. Specifically, to help the City maximize its federal support, MM will:

    - Conduct an in-depth Resource Inventory via zoom calls to determine and document the City's strengths and needs, and to get to know your programs, priorities, and people.

    - Plan and implement a comprehensive federal legislative strategy, matching the City's strengths and priority needs with federal funding programs and appropriations accounts.

    - Assess internal capabilities and capacity to determine how best to leverage your strengths and address any gaps in critical areas including staffing, technology, community needs, partnership development, and more.

    - Develop proposal themes and write and produce background materials that provide a compelling, persuasive presentation of the City's priorities to potential federal funders.

    C. MM will prepare a comprehensive Federal Funding Legislative Strategy and specific Action Plan so the City's leadership can review and assess specific funding opportunities firsthand, and evaluate MM's strategies to secure that funding.

    (This will also help enable California Consulting to see federal grant programs long before they're publicly announced.)

2. Implement Funding Strategies:

    A. Schedule substantive discussions with Members of Congress, Congressional staff, and agency officials in D.C. and California to highlight the City's funding objectives.

    B. Generate quality third-party support letters.

C. Ensure the City's projects make the priority list of your Congressional champions.

3. Win Congressionally Directed Spending:

A. In the context of Congressional appropriations, Merchant McIntyre's job is to serve as your "staff to the Congressional staff" to make it easy for your Members to support every Santa Paula funding request.

Toward that end, MM will help the City establish working relationships with Members of Congress, key Congressional staff, and Appropriations Committee staff to learn their criteria for award-worthy funding requests — long before request forms are publicly available.

B. Manage the development of each funding request from start to finish. This includes the creation of timelines and deadlines management, and clarification of writing roles and responsibilities. We provide successful Congressionally Directed Spending applications, templates, and/or abstracts from previous award winners.

C. Merchant McIntyre subject matter experts will develop and/or improve program design and specific application components.

D. Support all administration needs including federal submission portal requirements, forms, reporting, and compliance.

E. Finalize the funding request(s): provide multi-level reviews to ensure clarity, cohesiveness, and editorial input. Check budgets for cost-effectiveness, completeness, and accuracy.

MM will drive the City's CDS requests through every step of the legislative process — subcommittee, full committee, floor action, conference committee — until it's signed into law by the President.

This should give you confidence:

Given MM's monthly retainer, we invite you to calculate the ROI for these selected examples of relevant federal funding that Merchant McIntyre has helped win using our approach described above:

Surface Transportation

- $14.1 million to construct a multimodal greenway.
- $12 million for a roadway extension project.
- $11.4 million for roadway improvements and to create a clearly delineated bicycle and pedestrian facilities and trails.
- $7.2 million for bridge maintenance and improvements.
- $4 million to construct an overpass.
- $3.12 million for a pedestrian mall and streetscape improvements.
- $1.4 million for highway safety improvements.
- $1.35 million for streetscape improvements and to construct pedestrian walkways.

- $950K to upgrade and widen a main roadway.
- $900K to plan the construction of a downtown plaza and overpass.
- $150K to construct ADA accessible trails.

Water/Wastewater

- $6.1 million to extend a water line.
- $5 million to connect a 1.2 million gallon per day raw water supply.
- $2.7 million for water and wastewater infrastructure to generate economic development.
- $2 million in emergency funding for a flood control project.
- $1.3 million for water infrastructure improvements.
- $500K to upgrade stormwater infrastructure.
- $500K for wastewater infrastructure improvements.
- $500K for sewer system upgrades.
- $300K for sewer replacement.

Economic and Community Development

- $2.48 million to construct an economic innovation development center.
- $1.8 million to support a new health sciences and paramedic training program.
- $1.46 million to support the development of an industrial park.
- $1.4 million to expand a commercial truck training program.
- $1.4 million to plan and implement local workforce development strategies that promote new, sustainable job opportunities.
- $1 million to construct new affordable housing for people experiencing homelessness.
- $469K to purchase new distance learning equipment amid the pandemic.
- $150K to expand a recreation center.
- $100K to provide needed training and technical assistance to local businesses.

Public Safety and Law Enforcement

- $1.5 million to upgrade and consolidate emergency communications systems.
- $700K for first responder technology and communications.
- $446K to purchase law enforcement equipment.
- $413K to fund the hiring of two new school resource officers.
- $367K to purchase and install a new source capture exhaust extraction system.
- $363K for the development of a program to address domestic violence.
- $350K for a new fire engine.
- $105K to improve wildfire prevention, response, and recovery.
- $100K to purchase a new school safety alert system.
- $53K to purchase 30 state-of-the-art body cameras and enact a training/use policy.

Community Health and Wellness

- $2.2 million to renovate a nursing school building.
- $1 million to expand substance abuse treatment services in a rural area.
- $922K to purchase new telemedicine equipment.
- $900K to improve access and quality of healthcare in an underserved area.
- $350K to provide high-quality child care services to low-income student-parents.
- $150K to make park facilities improvements and construct an ADA-accessible trail.
- $150K for the development of a recreation center.
- $100K for a pilot project to provide fresh, locally grown produce to low-income residents.

Pricing

We opened Merchant McIntyre Associates to assist local governments exactly like the City of Santa Paula. MM's typical minimum retainer for the scope of work described here is $8,000/month for a period of one year. This retainer is all-inclusive — there are no "hidden fees." The City leadership will always have budget certainty when working with MM.

Since 1994, Merchant McIntyre Associates has never billed clients on an hourly basis. If we billed on an hourly basis, our monthly fee would be much higher! We work on a monthly retainer basis so that we never have to watch the clock in service to our clients.

Since this would be a new initiative for the City, and because we appreciate your budget constraints, **we propose an initial six-month agreement at a discounted monthly retainer of $6,000**. The four deliverables during this period are:

1. Conduct a Resource Inventory to identify specific federal funding objectives and potential funding requests for the City.

2. Submit a significant, award-worthy Congressionally Directed Spending request(s) to both the House and the Senate.

3. Arrange substantive Congressional and Executive Branch meetings with Members and Congressional staff who have jurisdiction over the funding MM targets for Santa Paula.

4. Support the City in all facets of the federal funding process, including planning, partnership development, writing, budget development, proposal submission, administrative requirements, and compliance.

Of course, the fifth "deliverable" is that you will get to evaluate Merchant McIntyre's strategic thinking and added value.

If the City's leadership is pleased in every respect with Merchant McIntyre Associates during this initial six-month engagement, you may then decide whether to retain MM for a period of one year at the same discounted monthly retainer.

Our objective is to deliver the highest possible ROI so City Manager Dan, Jonathan, the Executive Directors, and your City Council exchange high-fives and say, "Let's do that again!"

References

We've attached three relevant client references, as you requested. Please let us know if you have trouble reaching anyone because we're happy to have you speak with any MM client since 1994.

We ask only that checking references be the last step in Santa Paula's decision-making process. Believe it or not, potential clients have previously called us and said, "All of your references checked out with flying colors... your clients really like you... we would love to retain Merchant McIntyre... but we haven't identified a budget."

That seems backward, and a waste of our clients 'time. If Santa Paula becomes a client, we will protect you the same way!

City of Napa
955 School Street
Napa, CA 94559

Contact: Liz Habkirk, Assistant City Manager
(707) 285-7813, ehabkirk@cityofnapa.org

Note: We've provided the City of Napa as a reference so you can get a sense of our work both with them and the California Congressional delegation.

The City of Napa retained Merchant McIntyre Associates to maximize federal funding for a variety of initiatives including water and wastewater infrastructure, community development, public safety, law enforcement, and public health.

In the first 30 days of our partnership, MM conducted a Resource Inventory to identify specific projects and determine how they align with federal funding opportunities. Soon after conducting the Resource Inventory, MM produced a comprehensive Federal Funding Strategy and Grants Grid featuring $39.5 million in potential funding opportunities.

The first target MM submitted was for the National Endowment for the Arts 'Our Town grant program. Through this application, the City requested funding for operational and artistic support for Napa's Lighted Arts Festival, a free celebration of creative arts, technology and lights, and supports innovative techniques using light and light technologies as a growing art medium.

MM collaborated with the City of Napa to secure a $1.8 million Congressionally Directed Spending award for the Public Safety Radio and Communication (PSRC) Upgrade Project. Through MM's advocacy efforts, this project was championed by Congressman Thompson and funded in the Commerce, Justice, and Science (CJS) Appropriations Bill.

In addition to winning federal funding, MM has complemented the work of Napa officials to develop and promote a legislative platform to drive the City's policy agenda on a regional and national level.

Beyond these accomplishments, Merchant McIntyre has the following federal funding applications pending:

- NEA Our Town: $75,000
- FEMA Assistance to Firefighters (AFG): $100,184
- FEMA Fire Prevention and Safety (FP&S): $31,800

East Central Indiana Regional Planning District
1208 White River Blvd, Suite 136
Muncie, IN 47303

Contact: Bill Walters, Executive Director
(765) 713-7000, bwalters@ecirpd.org

Note: We're providing ECI as a reference because 1) Santa Paula has similar funding priorities and 2) like Santa Paula, ECI is USDA rural-eligible.

Merchant McIntyre serves as ECI's full-service Washington legislative and federal funding agency. In this role, MM handles all aspects of ECI's federal representation — pursuing significant competitive and discretionary grants, strengthening relationships with the Indiana Congressional delegation, contacting federal agencies when ECI's grant applications are under consideration, advancing ECI's policy and regulatory interests, and leading the coalition's annual Washington Fly-In.

ECI is now working with Merchant McIntyre to develop a regional strategy to win federal funding that enhance economic development and improve the quality of life in East Central Indiana.

Since ECI had never won a federal grant prior to Merchant McIntyre's representation, our approach was to start small... build ECI's credibility at the federal level... and then begin hitting home runs by winning large grants.

Working with Merchant McIntyre, ECI has won grant awards of $68,000 and $88,000 from the Department of Agriculture, and a $75,000 award from the Economic Development Administration.

The EDA grant is funding an I-69 Corridor Economic Impact Analysis, with the aim of developing an action plan for the widening, modernization, and safety improvements along the I-69 corridor. The co-applicant is Ball State University. **This now positions ECI for a RAISE grant in the $10 million-$25 million range when the project is shovel ready.**

Recently, ECI was awarded a second EDA grant of $320K to fund an economic development response to COVID-19, featuring helping local businesses find financing, retain employees, and recover from the pandemic.

ECI is currently working on a third EDA grant of $1.3 million to improve a major intersection at the entrance of the Park One Industrial Park.

Merchant McIntyre currently has the following grants either in the pipeline or on the drawing boards for ECI:

- $10 million to fund the ongoing expansion of the I-69 Corridor.
  (source: Department of Transportation)

- $100,000 to support training and technical assistance services to small businesses and entrepreneurs in rural East Central Indiana.
  (source: Department of Agriculture)

City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Contact: Greg Harrison, City Manager
(954) 786-4601, Greg.Harrison@copbfl.com

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Kate Watkins, Emergency Services Coordinator

Subject: DECLARATION OF LOCAL EMERGENCY - WATER RESERVOIR BREACH

Date: July 2, 2024

Agenda Item: 10.G

RECOMMENDATION:

Adopt Resolution No. 7531 confirming the City Manager's Declaration of Emergency in response to the breach at the City's main water reservoir.

BACKGROUND:

The purpose of this report is to prove the necessity of declaring an Emergency Proclamation for the City of Santa Paula due to the breach at the City's main water reservoir and approve the adoption of Resolution 7531. The City's main water reservoir was compromised, the extent to which was unknown, causing the California State Water Resources Control Board and the Department of Drinking Water to advise declaring a "Do Not Drink the Water" notice for approximately half of the City's residents. To minimize disruption in services to the residents of Santa Paula, the Santa Paula Water Department provided drinking water for free to anyone who came to the distribution site.

The City mobilized resources to ensure the public was aware of the notice, utilizing the City website, social media accounts, and VC Alert. Through a combined effort of staff and volunteers, the City set up a water distribution site to the rear of the Community Center, 532 Main Street. The City Water Department filled containers with water for seventeen hours between June 24 and June 25, 2024. This was provided free of charge to anyone who came in order to ensure residents had clean drinking water.

Ventura County Environmental Health, with this directive in mind, reached out to local businesses in the affected area and required they stop serving food and beverages, until the water safety could be determined.

Simultaneously, City Staff worked tirelessly to investigate and begin the steps to restore the water reservoir to working conditions. The Police Department investigated the water reservoir to determine what happened, while the Water Division tested and submitted samples to diagnose the water viability. Public Works in conjunction with the Water Division worked together to drain the water reservoir, following the steps to re-establish the reservoir. Complications occurred during this process causing flooding in the City. Due to limitations and exhaustion of resources, an outside company was requested to assist. Upon removal of

debris, cleaning the water tank, and testing to ensure the tank is ready to hold water, the water reservoir will be filled and viable for use.

ANALYSIS:

The “Do Not Drink the Water” order caused disruption to the public’s activities, including sustained impacts to the public welfare, the local economy, and city resources. Upon declaration of a local emergency the Santa Paula Municipal Code 34.12 states:

> *34.12 EXPENDITURES.*
>
> *Any expenditure made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Santa Paula.*

Under the California Emergency Services Act (Gov’t Code (“GC”) Sec. 8550 *st seq.*) and City law, a declaration of local emergency provides certain emergency powers and authorities to the City. Among those powers are that the Director of Emergency Services may promulgate orders and regulations necessary to provide for the protection of life and property. The DES can further provide and receive mutual aid to any affected area in accordance with the law (GC Sec. 8631). This local declaration of emergency is also a recommended step in potentially seeking intergovernmental mutual aid, reimbursement, and other assistance.

Additionally, once a local emergency has been declared, cities have immunity against claims for the performance or failure to perform any discretionary function or duty by an agency, officer, or employee in carrying out duties under the Emergency Services Act (GC Sec. 866).

STRATEGIC PLAN:

While this emergency declaration is not anticipated in the City's Strategic Plan, it is consistent with Goal E: Public Safety & Emergency Preparedness in working to create an environment within the City in which our residents feel safe.

FISCAL IMPACTS:

Ratification of the emergency declaration has no direct fiscal impact. The incident creating the emergency caused the public, businesses, and the City harm, however, the City has little means of restitution or reimbursement for the costs associated with the response and restoration of this incident. The costs associated with this incident will be charged to the water fund, should the City Council declare this emergency, as the water was made available to, and for the benefit of, all residents.

OPTIONS:

The following alternatives are available to the City Council:

1. Do not adopt the attached resolution and provide alternative direction to staff.

ATTACHMENTS:

City Manager Declaration of Emergency
Resolution 7531 Local Emergency - Reservoir Water.docx

CITY OF SANTA PAULA

City Manager's Office

DECLARATION OF EMERGENCY

The City Manager finds:

That conditions of potential peril to the safety of persons have arisen within the City of Santa Paula, a declaration of emergency caused by the "Do Not Drink the Water," order due to potential contamination of the city's main water reservoir.

These conditions of peril warrant and necessitate the proclamation of the existence of a local emergency, effective immediately.

Accordingly, pursuant to § 34.05(B) of the Santa Paula Municipal Code, a local emergency is proclaimed to exist within the City of Santa Paula. This action will be taken to the City Council for confirmation on July 2, 2024.

Dan Singer
City Manager

June 24, 2024
3:00 P.M

RESOLUTION NO. 7531

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA RATIFYING THE PROCLAMATION OF LOCAL EMERGENCY BY THE CITY MANAGER AND PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO BREACH OF CITY'S MAIN WATER RESERVOIR

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

SECTION 1: On June 24, 2024, an individual breached the City's main water reservoir, potentially contaminating the drinking water supply to roughly half of the City's residents; and

SECTION 2: California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and

SECTION 3: Government Code Section 8634 empowers the City Council to promulgate orders and regulations to provide for the protection of life and property; and

SECTION 4: Pursuant to Section 34.5 *et seq.* of the Santa Paula's Municipal Code, the Director of Emergency Services ("DES") declared the existence of a Local Emergency, and requested that the City ratify and proclaim the same; and

SECTION 5: The aforesaid and existing conditions of extreme peril warrant and necessitate the confirmation of the DES's proclamation of a Local Emergency.

SECTION 6: The recitals above are true and correct.

SECTION 7: The City Council of the City of Santa Paula hereby confirms the proclamation of a state of Local Emergency in the City of Santa Paula, pursuant to California Government Code Section 8630 and all other applicable law.

SECTION 8: During the existence of this Local Emergency, the powers, functions and duties of the Director of Emergency Services shall be those prescribed by state law, by the existing ordinances and resolutions of the City of Santa Paula, this resolution and any subsequent emergency orders of the City Council, and any other local, state, or federal laws providing powers, immunities, or duties in such emergency.

SECTION 9: To the extent permitted by law, City goods and services procurement requirements are stayed during this Local Emergency to procure and respond to the Local Emergency, and the Director of Emergency Services is empowered to exercise all powers granted by any local, state, or federal emergency laws, rules, and regulations, and such procurements made by the DES are hereby ratified.

SECTION 10: To the extent permitted by law, this declaration of a Local Emergency is intended to satisfy any local, state, or federal law or regulation requiring such a declaration

as a prerequisite or requirement for mutual assistance, reimbursement or other cooperation with any other local, state, or federal entity; this declaration of Local Emergency also hereby activates any and all existing City Emergency Plans, and authorizes the DES to amend such plans in writing as necessary.

SECTION 11: The Director of Emergency Services was delegated by the City Council through Santa Paula Municipal Code Section 34.5 *et. seq.*, and such delegation is further confirmed and continued by this Resolution, the power to promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations to preserve the public order and safety, per Government Code Sec. 8634.

SECTION 12: This Local Emergency shall be reviewed by the City Council within 60 days from adoption and continue until it is terminated by proclamation of the City Council. Pursuant to Section 8630 of the Government Code, the City Council shall proclaim the termination of a local emergency at the earliest possible date that conditions warrant.

SECTION 13: The City Clerk is directed to place on a future meeting agenda, for City Council's consideration, termination of this Local Emergency no later than 60 days from the date this Resolution is adopted.

SECTION 14: The City Clerk shall certify to the adoption of this Resolution and shall cause a certified Resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Santa Paula this 2nd day of July, 2024.

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: ORDINANCE AMENDING SPMC CHAPTER 124 RELATING TO DINING ENTERTAINMENT PERMITS IN THE COMMERCIAL BUSINESS DISTRICT ZONE

Date: July 2, 2024

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Introduce and waive first reading of Ordinance No. 1339, entitled, "An Ordinance of the City of Santa Paula Amending Chapter 124 of the Santa Paula Municipal Code Relating to Dining Entertainment Permits in the Commercial Business District Zone".

Presented by: James Mason, Community Development Director

BACKGROUND:

In accordance with Santa Paula Municipal Code Chapter 124, *Dining Entertainment Permit*, the city requires an active dining entertainment permit for businesses to offer live entertainment that includes amplified music within their establishment. This permit process is exclusively for businesses within the Commercial Business District ("CBD") (Attachment B). This area is designated “Arts & Culture” districts in the Downtown Specific Plan, home to retail, entertainment and dining. Many buildings have been remodeled with patio spaces, open doors and windows, and outdoor seating.

Businesses within the CBD zone are currently required to apply for a Dining Entertainment Permit in order to provide amplified music or entertainment. (SPMC 16.15.020.) In recent months, city staff has been approached by multiple business requesting a more predictable, timely and affordable process for applying for dining entertainment permits.

ANALYSIS:

The City aims to support the area as an entertainment destination while mitigating potential impacts on businesses and residential neighborhoods.

Based on requests from local businesses and Council direction, staff proposes an ordinance (Attachment A) to amend SPMC Chapter 124 to clarify and update regulations for dining entertainment permits, including the use of amplified outdoor or semi-outdoor entertainment,

within the Commercial Business District with these provisions:

1. **Allowable Locations:** Amplified entertainment is permitted exclusively in the Commercial Business District.
2. **Number of Performers**: Eliminate the restriction limiting the number of performers.
3. **Location Restrictions:** Limited to ground level and approved patio areas.
4. **Time Limits for Amplified Entertainment:**
    - Monday to Thursday: 5:00 pm to 9:00 pm
    - Friday: 5:00 pm to 10:00 pm
    - Saturday: Noon to 10:00 pm
    - Sunday: Noon to 9:00 pm
    - Extended hours on holidays may be approved by the City Manager or designee with a written request at least ten business days in advance.
5. **Enforcement Policy:** Progressive enforcement for noise complaints, with escalating actions up to a 12-month suspension of the live entertainment permit after six valid complaints. Prior to applying, the Dining Entertainment Permit Package provides the business with the applicable municipal code, application instructions, exemptions to the permit requirement, Santa Paula Police Department background check form and answers to frequently asked questions.
6. **Proposed Application Process:** If a business would like to offer Cafe entertainment as defined above, they are required to hold an active dining entertainment permit. Application should be submitted 45 days prior to start of any entertainment, effective date for a change in class (permit type) or applied condition, and/or sale of ownership in the business equal to or greater than 10%. The live entertainment permit package includes:
    - A completed and signed Dining Entertainment Permit Application,
    - Floor plan where the live entertainment will take place.* (*Amplified live entertainment outdoors/semi-outdoors is limited to designated planning districts/areas; outdoor entertainment is only allowed in permitted patio areas.)
    - Copy of ABC license, if alcohol will be served
    - Completed Santa Paula Police Department miscellaneous information sheet for all business partners owning 10% or more of the company, and current manager.
    - List of current employees including licensee, managers and servers and copies of their Responsible Beverage Sales and Service Certificates if alcohol will be served.

FUTURE AMENDMENTS TO ACTIVE DINING ENTERTAINMENT PERMIT

Once a business has acquired a Dining Entertainment Permit if they would like to request an amendment to that permit, they will be required to submit the Dining Entertainment Amendment application and the following information.

- Completed and signed “Request for Amendment to Dining Entertainment Permit”.
- Floor plan (if requesting to add amplification and/or dancing)
- Miscellaneous information sheet (for any new managers or owners)

AMENDMENT & CONFORMITY

The City’s current process for permitting for live entertainment has requirements that involve staff resources that can be better adjusted to require the applicant to meet specific criteria and

notification requirements to attain a permit and maintain compliance. The recommended amendments will require the applicant/business to complete public outreach and maintain compliance with SPMC Chapter 124 (Dining and Entertainment Permit), Chapter 94 (Noise), Chapter 16.58 (Alcohol Sales) and Chapter 16.15.030(C) (Land Use in the Central Business District.)

The proposed amendment was reviewed by the City's Planning Division for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code. Those findings of consistency are incorporated in Section 2 *General Plan and Development Objectives* and Section 3 *Development Code Amendments* of Resolution No. 3860 (Attachment A).

PUBLIC NOTIFICATION

A notice was posted in the *Santa Paula Times* on Friday, May 17, 2024 in accordance with Brown Act requirements.

ENVIRONMENTAL/CEQA

Staff has determined that the City's amendment to Chapter 124 of the SPMC pertaining to the permitting of cafe entertainment in the Central Business District will not result in an indirect nor direct physical change to the environment, and that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(c)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) and 15378 (the activity is not a project under CEQA) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 4, because it has no potential for resulting in physical change to the environment, directly or indirectly.

STRATEGIC PLAN:

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

The proposed ordinance amendment will allow greater flexibility for downtown businesses wanting to provide live music and entertainment fostering an environment that will help retain and attract businesses; and as a result will increased revenue generation, job creation, and a business-friendly community.

FISCAL IMPACTS:

Based on historical application history there are no foreseeable fiscal impacts In addition, the $1,300 permit deposit defined by the City-approved fee schedule will not be modified.

OPTIONS:

The City Council may consider the following options:

1. Direct staff to further revise proposed Ordinance No. 1339 and re-introduce the revised ordinance at a future regular meeting.

ATTACHMENTS:

ATTACHMENT A ORDINANCE NO. 1339 CODE AMENDMENT Cafe Entertainment (SPMC Chapter 124).docx
ATTACHMENT B COMMERCIAL BUSINESS DISTRICT MAP.docx
ATTACHMENT C Dining Entertainment Permit Package (draft) jm1.docx
ATTACHMENT D Dining Entertainment Permit Package Amendment (draft) jm1.docx

ATTACHMENT A

ORDINANCE NO. 1339

ORDINANCE NO. 1339

AN ORDINANCE OF THE CITY OF SANTA PAULA AMENDING CHAPTER 124 OF THE SANTA PAULA MUNICIPAL CODE RELATING TO DINING ENTERTAINMENT PERMITS IN THE COMMERCIAL BUSINESS DISTRICT ZONE

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

SECTION 1: Recitals.

A. Chapter 124 of the Santa Paula Municipal Code, *Dining Entertainment Permit*, establishes uniform regulations for dining entertainment and outdoor dining within the public right-of-way in areas zoned Commercial Business District (CBD).

B. In recent months, Planning staff has received multiple requests from businesses for more predictable, timely and affordable process for applying for dining entertainment permits.

C. Based on these requests, staff proposes amendments to the dining entertainment permit requirements (e.g. change of ownership, hours of operations, limited to ground floor and patio areas), public notification requirements, and exemptions.

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

SECTION 2: *Environmental Assessment*. The proposed code amendment is statutorily exempt from CEQA, pursuant to the Santa Paula Guidelines, CEQA Guidelines, § 15378(a), and Public Resources Code § 21065, because it is not a "project". CEQA defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed code amendment does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the amendment does not call for any change in the existing environmental conditions within the City. In addition, the proposed ordinance is categorically exempt from CEQA under CEQA Guidelines, § 15301, Class 1 (Existing Facilities), because it involves negligible or no expansion of existing uses by dining establishments in CBD-zoned areas.

SECTION 3: *Code Amendments.* Santa Paula Municipal Code Chapter 124, *Dining Entertainment Permits*, is hereby amended as shown in the attached Exhibit "A," which is incorporated into this Ordinance by reference.

SECTION 4: Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Santa Paula Municipal Code.

SECTION 5: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

PASSED AND ADOPTED this ____ day of _____ 2024.

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk, CMC

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A

DRAFT CODE TEXT AMENDMENT

(red font indicates additions, ~~stricken~~ text indicates deletions)

CHAPTER 124: DINING ENTERTAINMENT PERMIT

Section

124.01 Purpose
124.02 Definitions
124.03 Applicability
124.04 One-stop permitting
124.05 Administration by Director
124.06 Permit required
124.07 Nature of the permit
124.08 Fees
124.09 Limitations on outdoor dining permits
124.10 Issuing permits
124.11 Permit denial
124.12 Application for permit
124.13 Review by city departments
124.14 Time for review
124.15 General permit conditions
124.16 Special permit conditions
124.17 Subsequent conditions
124.18 Change in application information
124.19 Permit modification, suspension, revocation
124.20 Emergency suspension of permit
124.21 Notices
124.22 Administrative review
124.23 Public Notification
124.23 Exemptions

§ 124.01 PURPOSE.

This chapter is adopted in accordance with California Constitution Article XI, § 7, for the ~~purpose of establishing uniform regulations for allowing dining entertainment within the central~~ commercial business district zone and outdoor dining within the public right-of-way of that zone. The city's intent in adopting this chapter is to establish reasonable restrictions on the ability for restaurants to engage in dining entertainment and use the public right-of-ways to promote the public welfare while still protecting public health and safety.

§ 124.02 DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter:

DINING ENTERTAINMENT means any live entertainment presented at a sit-down restaurant, where ~~fewer than four~~ individuals provide such entertainment and when the dining

entertainment is incidental to the primary use of the premises. Examples of dining entertainment include presentations, acts, reading, performance, musical rendition, or recitation, when the dining entertainment is intended to divert, amuse, explain, focus, or attract the attention of persons observing such activity. Such entertainment may be provided free of charge or for a fee on a regularly scheduled daily, weekly, or monthly basis

CITY MANAGER means the City Manager or designee.

DIRECTOR means the City of Santa Paula's Planning Director, or designee.

EXTRAORDINARY LAW ENFORCEMENT OR PUBLIC SAFETY SERVICES mean city services that require more than two police units to adequately respond to a situation, or that are beyond the course and scope of the services routinely provided to other businesses and citizens, and stretch the resources of the responding agency beyond those normally available for response.

OUTDOOR DINING means areas located on public property used by sit-down restaurants for dining purposes and approved for such use by the city as set forth in this chapter.

PERMITTEE means a person or entity to which the city issues a permit pursuant to this chapter.

§ 124.03 APPLICABILITY.

This chapter applies to sit-down restaurants in the commercial business district zone (CBD) (see SPMC § 16.15.020, Table 15-1) seeking to provide dining entertainment, outdoor dining, or both.

§ 124.04 ONE-STOP PERMITTING.

Persons who obtain a permit pursuant to this chapter are not also required to obtain, for dining entertainment, an entertainment permit or, for outdoor dining, an encroachment permit under this code.

§ 124.05 ADMINISTRATION BY DIRECTOR.

The Director will receive applications, issue and revoke permits, and otherwise implement this chapter according to the procedures set forth below.

§ 124.06 PERMIT REQUIRED.

(A) It is unlawful for any person to conduct, sponsor, or knowingly participate in any dining entertainment without a valid permit issued pursuant to this chapter.

(B) It is unlawful for any person to allow, cause, or engage in outdoor dining without a valid permit issued pursuant to this chapter.

§ 124.07 NATURE OF THE PERMIT.

Permits issued pursuant to this chapter are subject to the following limitations:

(A) Permits are personal to the applicant, not to the premises upon which the entertainment is conducted. No other individual may conduct entertainment under the authority of a license issued to another. For purposes of this chapter, a permit is not deemed transferred or assigned if the permittee is a corporation or partnership which remains under the control of the same individual or individuals who controlled it at the time the permit was approved;

(B) Permits cannot be transferred or assigned;

(C) No property rights are conferred to the permittee;

(D) There is no right of renewal; and

(E) Permits are specific to the location for which it is applied. A new permit must be obtained in the event there is a relocation of the permitted activity, a change of ownership of more than 10% or a major alteration to the existing facility.

§ 124.08 FEES.

Except as otherwise provided by federal, state, or local laws, or other City Council authorized restrictions, all fees applicable to this chapter including, without limitation, fees for using public property, will be established by City Council resolution.

§ 124.09 LIMITATIONS ON OUTDOOR DINING PERMITS.

(A) Permits cannot be issued for outdoor dining in a street or alley.

(B) To provide for adequate pedestrian circulation, outdoor dining must maintain a minimum of four feet of clearance between dining furnishings and any curbline, street furniture, or above ground utilities. A minimum of 50 feet of clearance must be maintained between dining furnishings and the centerline of intersecting perpendicular driveways, alleys or streets to provide for adequate vehicle sight, unless a lesser distance is determined by the Director to be adequate for the protection of the public safety.

(C) Tables and chairs used for outdoor dining must be of substantial materials. Tables may be a maximum of three feet in diameter if round and three feet along the longest side if rectilinear. All such furnishings must be stored indoors after hours of operation unless otherwise determined by the Director.

(D) Mono-colored umbrellas, without lettering, may also be permitted by the Director.

(E) No outdoor dining, including furnishings and signs, may block visibility of display windows or signage of adjacent businesses unless written consent of any affected adjacent business owner to block visibility is obtained by the applicant and provided to the Director.

(F) The permittee must maintain the outdoor dining area in a clean and safe condition at all times, including properly disposing of all trash generated by the operation.

(G) The city may charge a rental fee for use of public property.

(H) Dining entertainment is limited to ground level and approved patio areas.

§ 124.10 ISSUING PERMITS.

(A) The Director must issue a permit if:

(1) The application was complete in accordance with this chapter;

(2) There are no grounds for denying the permit; and

(3) The applicant accepts the permit approval or conditional approval in writing.

(B) Use of any permit issued pursuant to this chapter must conform to the general permit conditions of this chapter and, if applicable, special permit conditions reasonably deemed necessary by the Director to protect public safety or welfare.

§ 124.11 PERMIT DENIAL.

A permit may be denied for the following reasons:

(A) The application is incomplete;

(B) The applicant failed to provide reasonable supplemental application information requested by the Director;

(C) Information submitted by the applicant is materially false;

(D) The application is submitted by a person with a suspended permit or whose permit was revoked;

(E) The location of the proposed dining entertainment or outdoor dining does not conform to the requirements of this chapter;

(F) The application seeks authorization for dining entertainment or outdoor dining that is prohibited by this code or unlawful under any other local, state, or federal law; or

(G) Issuing the permit would endanger public health, safety, or welfare as determined by the Director.

§ 124.12 APPLICATION FOR PERMIT.

(A) Permit applications must be filed by a natural person.

(B) Permit applications must be in a form prescribed by the Director and, for all permits, will contain all of the following information:

(1) The name, mailing address, and daytime and evening telephone numbers of the person filing the application;

(2) If the permit is obtained on behalf of an organization, the name, mailing address, and daytime telephone number of the organization; and if requested by the Director, written documentation of the authority under which the applicant is applying for the permit on behalf of the organization; and

(3) The name, mailing address, and daytime and evening telephone number of an alternate person to contact if an emergency arises and the applicant is unavailable.

(C) For dining entertainment permits:

(1) The nature of the dining entertainment;

(2) Whether any sound amplification may be used during the entertainment;

(3) Estimated starting and ending times for the dining entertainment;

(4) A diagram drawn to scale and dimensioned showing location of the performance area on the premises with all seating and a list of equipment or instruments to be used in the performance;

(5) The estimated number of participants in the dining entertainment;

(6) Parking requirements for the dining entertainment; and

(7) Such other information as may be required.

(D) For outdoor dining permits:

(1) A diagram drawn to scale and dimensioned showing the proposed location of the outdoor dining with all seating and signage;

(2) A graphical depiction, such as sample photographs, depicting the appearance of the chairs, tables, and other equipment proposed to be used in the outdoor dining area; and

(3) The proposed days and times of operating the outdoor dining area.

§ 124.13 REVIEW BY CITY DEPARTMENTS.

(A) After an application is filed, the Director will immediately forward the application to the following city departments for review:

(1) The Fire Department;

(2) The Police Department;

(3) Building and Safety Department; and

(4) The Public Works Department.

(B) Upon receiving an application, these departments will consider the application, conduct any necessary investigation, and provide the Director with written recommendations regarding:

(1) Any special conditions for a permit; and

(2) Any additional recommendations.

(C) The reviewing officers must complete their review within the time that the Director must make a decision on the application.

§ 124.14 TIME FOR REVIEW.

(A) Except as provided in this chapter, completed applications for a permit authorizing an event will be denied, approved, or conditionally approved by the Director within 21 business days after receiving the completed application.

(B) Unless otherwise provided, the applicant's acceptance of the approval or conditional approval must be received by the Director within five business days after the applicant was served with notification of the decision and before any dining entertainment or outdoor dining may occur.

§ 124.15 GENERAL PERMIT CONDITIONS.

(A) Unless suspended or revoked, permits issued pursuant to this chapter have a term of one year. Permits are automatically renewed on the anniversary date of being issued for an additional one-year term so long as all material information regarding the permittee remains unchanged. Should a permit expire, the permittee must comply with this chapter to obtain a new permit.

(B) Permittees must enter into a hold harmless agreement, in a form approved by the City Attorney, with the city which will, in part, indemnify city, its officers, employees, and agents, from any liability arising from a permit issued pursuant to this chapter.

(C) *Insurance requirements.* Permittees must obtain liability insurance from an insurance company licensed to do business in the state and having a financial rating in Best's Insurance Guide of not less than "A VII." Such insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with such event. For outdoor dining, such insurance must be in a minimum amount of $1,000,000. Insurance will name the city and the city's elected and appointed officials, officers, and employees as additional insureds under the coverage afforded. In addition, such insurance will be primary and noncontributing with respect to any other insurance available to the city and will include a severability of interest (cross-liability) clause. If alcoholic beverages are sold or served during dining entertainment, the policy must also include an endorsement for liquor liability in an amount not less than $1,000,000.

(D) *Certificates of insurance.* A copy of the policy or a certificate of insurance along with all necessary endorsements, in a form approved by the city's risk manager, must be filed with the Director not less than five business days, except as otherwise provided in this chapter, before the date of the event unless the Director for good cause waives the filing deadline.

(E) Permittees must attempt to notify all affected persons, by any reasonable means, regarding the nature, date, and time of dining entertainment as specified by the Director. Failure of the permittee to give such notice will not invalidate a permit.

§ 124.16 SPECIAL PERMIT CONDITIONS.

(A) *Grounds for special permit conditions.* The Director may condition a permit with reasonable requirements to protect public health, safety, and welfare.

(B) Conditions may include, without limitation, the following:

(1) Accommodating pedestrian and vehicular traffic;

(2) Use of sound amplification equipment, and restrictions on the amount of noise generated by motors and other equipment used in the course of dining entertainment

(3) Time Limits for Amplified Entertainment:

- Monday to Thursday: 5:00 pm to 9:00 pm
- Friday: 5:00 pm to 10:00 pm
- Saturday: Noon to 10:00 pm
- Sunday: Noon to 9:00 pm
- Extended hours on holidays may be approved by the City Manager or designee with a written request at least ten business days in advance.

(4) Obtaining of any and all business licenses required by this code for the sale of food, beverage or other goods or services; and

(5) The manner of which alcohol sales and service, if any, will be conducted.

§ 124.17 SUBSEQUENT CONDITIONS.

The Director may condition previously issued permits upon learning or discovering facts not previously disclosed or reasonably discoverable.

§ 124.18 CHANGE IN APPLICATION INFORMATION.

(A) Whenever any change occurs in the information contained in the permit, the permittee must give the Director written notice of the change within 30 days of the date that the change becomes effective.

(B) If a permittee fails to give the Director timely written notice of a change in the information contained in the application, the Director may charge the permittee an additional administrative fee.

§ 124.19 PERMIT MODIFICATION, SUSPENSION, REVOCATION.

(A) The Director may modify, suspend, or revoke a permit upon learning or discovering facts requiring permit denial not previously disclosed or reasonably discoverable.

(B) The Director may modify, suspend, or revoke a permit when the permittee, dining entertainment, or outdoor dining violates the permit's terms and conditions, or when event participants violate applicable laws or regulations; provided, however, that the Director will not revoke a permit without warning the permittee and allowing him or her to correct the violation(s) within a reasonable time.

(C) The Director may modify, suspend, or revoke a permit when extraordinary law enforcement or public safety services were required as a result of the permit activities to the extent that they create an unreasonable burden on the city.

(D) Progressive enforcement for noise complaints, with escalating actions up to a 12-month suspension of the cafe entertainment permit after six valid complaints.

§ 124.20 EMERGENCY SUSPENSION OF PERMIT.

The Director and any sworn public safety officer may temporarily suspend a permit whenever there is an emergency that requires such action to protect public safety.

§ 124.21 NOTICES.

(A) Where the provisions of this chapter require that an applicant or permittee be served with notice, such notice will be deemed served when personally delivered to such applicant or permittee or when deposited in the first class U.S. Mail, addressed to such applicant or permittee at the applicant's or permittee's last known address.

(B) Unless otherwise provided, written notification to a permittee or applicant of a permit decision will state with particularity the basis for such decision.

§ 124.22 ADMINISTRATIVE REVIEW.

(A) Except as otherwise provided, an applicant may request administrative review of the Director's decision pursuant to this chapter.

(B) Except as otherwise provided, a request for review must be commenced within five days from the date on which written notice of the Director's decision is served on the applicant or permittee.

(C) If request is untimely, the Director may, nevertheless, extend the time for commencing such review for good cause shown.

(D) A request for administrative review must be on a form provided by the Director and contain the following information:

(1) The name, address and telephone number of the person making the request;

(2) A description of the decision, determination or order which is the subject of the review, and the date such decision, determination or order was made or issued;

(3) A brief description of all grounds for making the request; and

(4) Such other information as may be required by the Director.

(E) Upon request for administrative review being filed, the Director will provide a copy of the notice to the City Manager within two business days.

(F) Upon receiving a request for review from the Director, the City Manager will review the request and, within ten days of receiving the request notice, provide the appellant with a written notification that:

(1) The Director's decision is affirmed;

(2) The Director's decision is modified;

(3) The Director's decision is reversed and a permit is issued or issued without special conditions.

(G) The City Manager may, but is not required to, conduct a hearing at a time and place determined at the City Manager's sole discretion.

(H) In addition to other provisions of this chapter, any notification to the requestor must set forth any modifications of the Director's decision.

(I) The City Manager's decision is final. There is no right to a City Council appeal.

§ 124.23 PUBLIC NOTIFICATION.

(A) All adjacent neighbors (adjacent property lines) must be contacted by the applicant regarding the applicant's intended use of live entertainment.

§ 124.24 EXEMPTIONS.

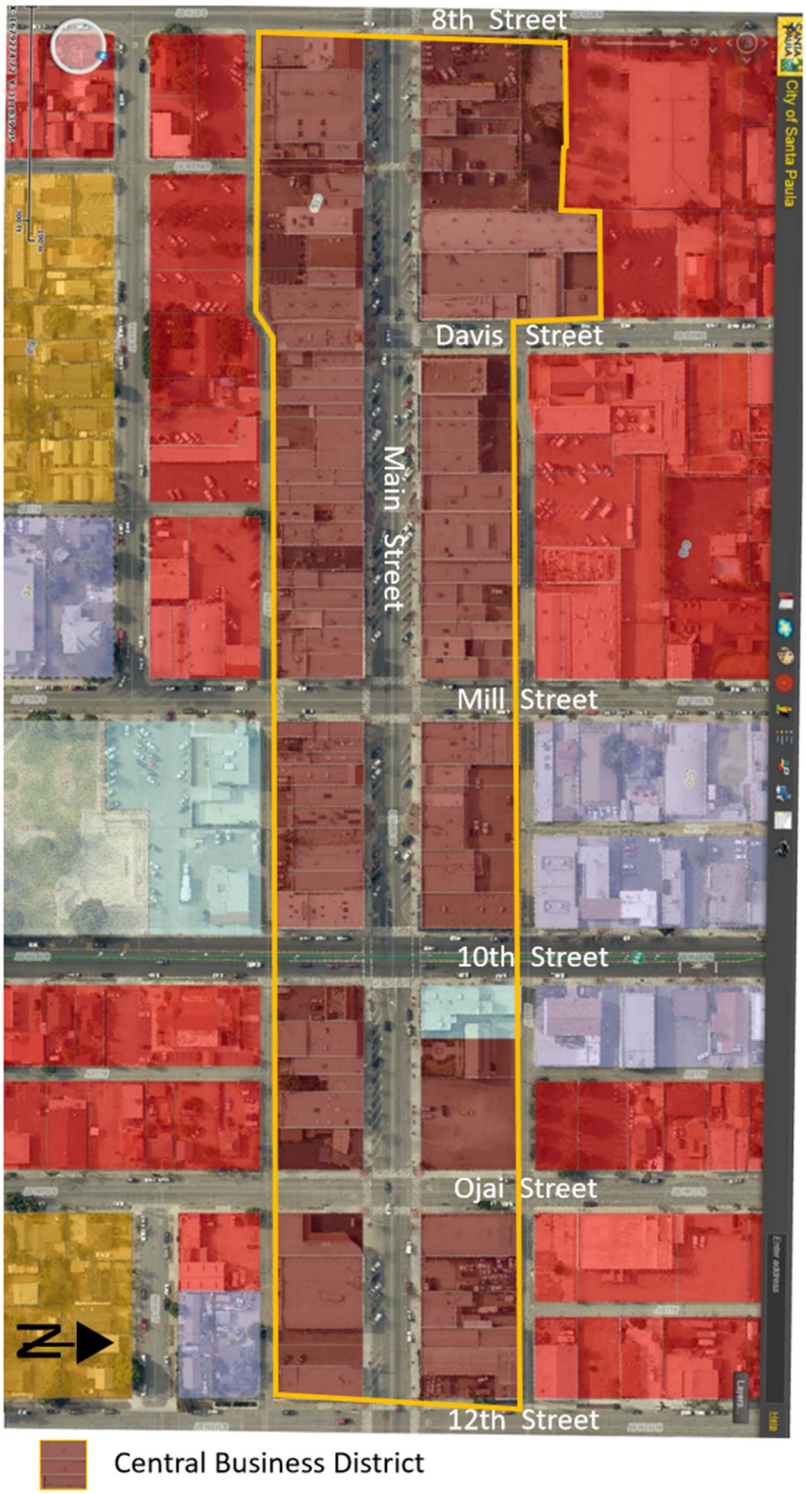
The following types of entertainment and entertainment establishments are EXEMPT from the permit requirements:

(A) Entertainment authorized through a Special Event or Park Event permit.
(B) Entertainment held at a City-owned facility (authorized pursuant to a contract).
(C) Entertainment sponsored by:
    1. The City of Santa Paula,
    2. The County of Ventura,
    3. Various Boards of Education,
    4. Any political subdivision of the State of California, or
    5. A Charter School's educational or instructional program.

(D) Entertainment provided by:
    1. Radio,
    2. Music recording machine,
    3. Juke box,
    4. Television,
    5. Video games,
    6. Video programs, or
    7. Recorded music (unless to be used for dancing or karaoke).
(E) Entertainment provided by private clubs.
(F) Entertainment provided at private residences.
(G) Entertainment provided by non-profit organizations with current Internal Revenue Code Section 501(c)(3) status.
(H) Entertainment held in theaters.
(I) Entertainment provided through dance lessons, theatrical and performing arts lessons.
(J) Entertainment provided through book readings, book signings, poetry recitations, and any other entertainment consisting of spoken words, including plays.
(K) Entertainment provided at fundraisers for political causes.

ATTACHMENT B

CENTRAL BUSINESS DISTRICT MAP



INSTRUCTIONS FOR DINING ENTERTAINMENT PERMIT APPLICATION

Background

1. Applicant must obtain a valid permit prior to offering any dining entertainment to the public.

Please review the list of EXEMPTIONS listed on page 3

2. Annual Permit Deposit is $1,300 and Permit Types consist of:

Permit Type	Alcohol	Amplification	Dancing
1	No	No	No
1A	Yes	No	No
2	No	Yes	No
2A	Yes	Yes	No
3	No	Yes	Yes
3A	Yes	Yes	Yes

3. Complete application and submit 45-days prior to:
    a. Start of any entertainment
    b. Effective date for a change in Class (permit type) or applied conditions
    c. Sale of ownership in the business equal to or greater than 10%

Application

4. Business Information
    a. If corporation, the person authorized to bind corporation may sign up with proof of Board's action authorizing that person a signatory on behalf of the corporation.
    b. If alcohol is offered in the business, please provide a copy of the ABC License OR the ABC License number.

5. Property Owner
    a. Property owner (landlord) must approve applicant's intended use of dining entertainment or, if not, determine conditions that the property owner might find acceptable upon which to agree to use.

6. Business Owners
    a. Each owner with a 10% or greater ownership in business must complete the Miscellaneous information sheet

7. Adjacent Neighbor Notification
    a. All adjacent neighbors (next door) must be contacted by the applicant regarding the applicant's intended use of dining entertainment

8. License Type
    a. Determine three characteristics of establishment and entertainment sought:
        i. Is alcohol being served
        ii. Is amplification (microphone) desired
        iii. Is dancing desired
    b. Check appropriate Type of permit requested

9. Sign application under penalty of perjury.

10. Submit the following documents to Community and Economic Development Department, via hand delivery or mail (970 Ventura Street, Santa Paula, CA 93061) or via email to plan@spcity.org Permit fee (varies) and Santa Paula Police Department background investigation fee ($50) must be paid prior to issuance of permit.

Process

11. Application will be submitted to Santa Paula Police Department for 30-day background investigation.

12. After Santa Paula Police Department investigation, the Community and Economic Development Director or designee will conduct review of application and consult with appropriate parties to determine assignment of conditions warranting approval of application OR will deny application based upon results of application review.
    a. If approved with conditions, applicant may submit written request for additional Community and Economic Development Director or designee review if applicant has objection(s) to any assigned conditional Instructions for Dining Entertainment Application
        i. Written request for review must be filed with the City Clerk within 10 days of date of approval, and must list specific conditions which are objected to in addition to arguments why those conditions should not be imposed.
        ii. Community and Economic Development Director or designee will respond to objection in writing.
    b. If denied, applicant has the right to appeal to the City Council.
        i. Written request for appeal must be filed with the City Clerk within 10 days from the date of denial.

Exemptions

The following types of entertainment and entertainment establishments are EXEMPT from the permit requirements:

1. Entertainment authorized through a Special Event or Park Event permit.
2. Entertainment held at a City-owned facility (authorized pursuant to a contract).
3. Entertainment sponsored by:
    a. The City of Santa Paula
    b. The County of Ventura
    c. Various Boards of Education
    d. Any political subdivision of the State of California
    e. A Charter School's educational or instructional program

4. Entertainment provided by:
    a. Radio
    b. Music recording machine
    c. Juke box
    d. Television
    e. Video games
    f. Video programs
    g. Recorded music (unless to be used for dancing or karaoke
5. Entertainment provided by private clubs
6. Entertainment provided at private residences
7. Entertainment provided by non-profit organizations which are exempt from Internal
8. Revenue Code Section 501(c)(3)
9. Entertainment held in theaters
10. Entertainment provided through dance lessons, theatrical and performing arts lessons
11. Entertainment provided through book readings, book signings, poetry recitations, and any other entertainment consisting of spoken words, including plays
12. Entertainment provided at fund raisers for political causes

Application for Dining Entertainment Permit
(Santa Paula Municipal Code Chapter 124)

If applicant is a partnership, corporation, or LLC, names of all owners, partners, directors, trustees, etc., with at least a 10% ownership must be shown.

Check one: Single ownership □ Partnership □ Corporation □ LLC □

If other than single ownership, state name of entity: _____

Business Information:

Name:_____Phone: _____

Address: _____

Days and Hours of Operation: _____

Other Business Licenses in Santa Paula_____

Please describe the nature of the business or principal activities conducted on the premises for which dining entertainment is requested:

_____

_____

Type of Entertainment:

Describe the type of entertainment proposed:

_____

Square Footage of the area in which the café entertainment activity will occur? _____

(Please attach a floor plan to this application; identify where the dining entertainment will occur.) What is the maximum capacity of the room(s) where dining entertainment will occur? _____

Amplification (microphone)? Yes □ No □

Will there be dining entertainment outdoors or semi-outdoors (windows and doors open)*?

Yes □ No □

* Amplified café entertainment outdoors/semi-outdoors is limited to the central Business District; outdoor entertainment is only allowed in permitted patio areas

If so, please describe and attach a floor plan showing the area:

_____

Dancing*? Yes □ No □

* The business must have a minimum 10 x 10 designated area for dancing

Size of dance floor? _____ (Please ensure the dance floor is shown on the floor plan)

Days and times when dining entertainment will be provided? Please indicated all preferred days and times requested

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday_____

Sunday: _____

Will alcohol be served? Yes □ No □

If yes, do you have a current ABC license? Yes □ No□ Please attach a copy of the ABC license to the application OR provide the ABC License Application Number here: _____

Has any owner, operator, or employee been issued a criminal or administrative citation for violating alcoholic beverage control or any other law that is currently awaiting legal or ABC administrative action? If so, please explain:

_____

_____

Manager of Venue or Program: (Must complete Misc. Info. Sheet for Sheriff's Department)

Name:_____ Phone:

Address: _____

_____

Period of residence in Santa Paula _____

List Business Owners (with 10%+ share of ownership): (Must complete Miscellaneous Information Sheet for each owner for Santa Paula Police Department.) If business owner is a corporation, Limited Liability Company, or partnership, list all officers or partners. If additional owners, please add attachment.

Name:_____ Phone: _____

Address: _____

Name:_____ Phone: _____

Address: _____

Name:_____ Phone: _____

Address: _____

Name:_____ Phone: _____

Address: _____

Name:_____ Phone: _____

Address: _____

Name:_____ Phone: _____

Address: _____

Please list all misdemeanor or felony offense(s) resulting in conviction or plea of nolo contendere within the past ten years:

Date	Place/ Agency	Charge	Disposition

_____

_____

Property Owner:

Name:_____Phone: _____

Address: _____ Approval

for entertainment: Yes □ No □

Adjacent Neighbor Support of Entertainment (attach additional sheets if necessary):

Business Name:_____Phone: _____

Address: _____

Support for entertainment: Yes □ No □

Name and title of person spoken to: _____

Business Name:_____Phone: _____

Address: _____

Support for entertainment: Yes □ No □

Name and title of person spoken to: _____

Business Name:_____Phone: _____

Address: _____

Support for entertainment: Yes □ No □

Name and title of person spoken to: _____

Business Name:_____Phone: _____

Address: _____

Support for entertainment: Yes □ No □

Name and title of person spoken to: _____

Permit Type Requested (check box next to permit type/ Annual Permit Deposit is $1,300):

	Permit Type	Alcohol	Amplification	Dancing
	1	No	No	No
	1A	Yes	No	No
	2	No	Yes	No
	2A	Yes	Yes	No
	3	Yes	Yes	Yes

Responsible Beverage Sales and Service

In accordance with SPMC §16.58, Alcoholic Beverages – Responsible Beverage Sales and Service, the licensee, manager, and servers must complete Responsible Beverage Sales and Service (RBSS) Training every three years. To verify compliance, please submit a list of all employees as well as a copy of their RBSS certification.

Under penalty of perjury, I swear that the foregoing statements are true and accurate to the best of my knowledge. Any false or misleading responses to any of the questions are grounds for denial of a café entertainment permit.

_____ _____

Date Signature of Applicant

Dining entertainment permits are valid for a period of 12-months and payable in advance.

One $20.00 Livescan investigation fee will be added to the invoice for the dining entertainment permit.

Submission information

Submit the following documents to Community and Economic Development Department, via hand delivery or mail (970 Ventura Street, Santa Paula, CA 93061) or via email to plan@spcity.org

- Completed and signed application
- Floor plan
- Copy of ABC license (if number not included in application), if alcohol will be served
- Completed Santa Paula Police Department Miscellaneous Information Sheet for all business partners owning 10% or more of the company and manager
- List of employees and copies of Responsible Beverage Sales and Service certificates (for licensee, managers, and servers), if alcohol will be served

MISCELLANEOUS INFORMATION SHEET FOR THE CITY OF SANTA

PAULA POLICE DEPARTMENT

PLEASE PRINT DATE: _____NAME: _____
(Last) (First) (MI)

OTHER NAMES _____
(or Maiden)

CALIF DRIVER'S LICENSE NO._____ SOCIAL SECURITY NO._____ RESIDENCE PHONE ( ) _____BUSINESS PHONE ( )_____

SEX_____RACE_____HEIGHT_____WEIGHT_____

BIRTHDATE_____BIRTHPLACE_____CITIZENSHIP_____ HOME ADDRESS_____CITY_____ZIP_____

BUSINESS ADDRESS_____CITY _____

LIST PRIOR RESIDENCES FOR PAST FIVE (5) YEARS:

_____
_____
_____
_____

ARE YOU THE SOLE OWNER OF THIS BUSINESS? [ ] YES [ ] NO

(If not, a Miscellaneous Identification Form must be completed by each partner and/or business associate and submitted along with this application)

OWNER OF PREMISES _____TELEPHONE _____ IN CASE OF EMERGENCY NOTIFY_____ RELATIONSHIP_____

ADDRESS_____CITY_____

LIST ALL CHARGES RESULTING IN CONVICTION OR PLEA OF NOLO CONTENDERE WITHIN THE PAST FIVE (5) YEARS, EXCLUDING MISDEMEANOR TRAFFIC VIOLATIONS.

DATE PLACE/AGENCY CHARGE DISPOSITION

_____
_____
_____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the _____ day of _____20___, at _____, California

_____
(Signature of Applicant)

Request for Amendment to Application for Dining Entertainment Permit
(Santa Paula Municipal Code Chapter 124)

Business Information:

Name:_____

Address:_____

Contact name:_____ Phone number:_____

Type of amendment sought (mark all that apply):

☐ Add amplification (microphone)

☐ Add outdoor or semi-outdoor (windows and doors open)* dining entertainment

* Amplified dining entertainment outdoors/semi-outdoors is limited to designated planning districts/areas; outdoor entertainment is only allowed in permitted patio areas

Please describe and provide a floor plan of the area: Describe the type of entertainment proposed:

_____

☐ Add dancing*

* The business must have a minimum 100 square foot area designated for dancing Size of dance floor? _____

Provide a floor plan showing the location of the dance floor.

☐ Change days and/or times of dining entertainment to (list all, not just those that are changing):

Monday: _____ Friday: _____

Tuesday: _____ Saturday: _____

Wednesday: _____ Sunday: _____

Thursday: _____

If requesting to add outdoor or semi-outdoor entertainment, please complete the following:

Property Owner:

Name:_____Phone: _____

Address:_____

Approval for outdoor/semi-outdoor entertainment: Yes ☐ No ☐

Adjacent Neighbor Support of Entertainment (attach additional sheets if needed): Business Name:__

_____Phone: _____

Address: _____

Support outdoor/semi-outdoor entertainment: Yes ☐ No ☐

Name and title of person spoke to: _____ _____

Business Name:_____Phone: _____

Address:_____

Support outdoor/semi-outdoor entertainment: Yes ☐ No ☐

Name and title of person spoke to: _____

_____

Ownership and Management:

Has there been any change in ownership or management since the time the current permit was issued? Yes ☐ No ☐

If Yes, please list changes below. A Miscellaneous Information Sheet will need to be completed for each new member of the ownership group.

_____

_____

Under penalty of perjury, I swear that the foregoing statements are true and accurate to the best of my knowledge. Any false or misleading responses to any of the questions are grounds for denial of a dining entertainment permit.

_____ _____

Date Signature of Applicant

The addition of amplification or dancing will result in a fee equal to the amount of the difference of the current permit fee and the amended permit fee. Permit fees are listed below.

If additional background checks are required for new owners or managers, a $20.00 Santa Paula Police Department investigation fee will be charged.

Dining Entertainment Permit Type (annual deposit $1,300)

Permit Type	Alcohol	Amplification	Dancing
1	No	No	No
1A	Yes	No	No
2	No	Yes	No
2A	Yes	Yes	No
3	No	Yes	Yes
3A	Yes	Yes	Yes

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPOINTMENT TO COMMISSIONS AND COMMITTEES

Date: July 2, 2024

Agenda Item: 11.B

RECOMMENDATION:

Staff Recommends that the City Council:

Appoint applicants to various Commissions and Committees.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

The City Clerk's office published the Vacancy Notices for all open positions on Commissions, Committees and Boards, in the Santa Paula Times and on the City website and social media during the months of April and June.

The City Council held applicant interviews on July 1, 2024 to fill the following:

- **Senior Advisory Committee** to fill three vacancies. One partial term through September 6, 2025, and two full 2-year terms. Applicants: Veronica Biron-Stone and Ron Merson. Staff recommends Council consider appointments. If both applicants are appointed, the City Clerk will continue to advertise to fill one additional opening.
- **Parks & Recreation Commission** to fill one vacancy for a three-year term. Applicant: Anna Varela (interviewed in April and is returning for the new open position), and new applicant Monique Vargas. Staff recommends Council consider appointment. If one applicant is appointed, this Committee will be filled.

The following are returning applicants. No other applications were received for the open positions below.

- **Santa Paula Housing Authority** to fill one vacancy for a four-year term. Applicant: Susana Willeford (returning applicant). Staff recommends Council consider reappointment. If applicant is appointed, this Committee will be filled.
- **Design Assistance/Historic Preservation Committee** to fill one vacancy for a four-year term. Applicant: Jason Herber (returning applicant). Staff recommends Council consider reappointment. If applicant is appointed, this Committee will be filled.

- **Mobile Home Rent Review** to fill one vacancy for a two-year term. Applicant: Karen Harrison (returning applicant). Staff recommends Council consider reappointment. If the applicant is appointed, this committee will be filled.

ANALYSIS:

At this time the Council may choose to make appointments to fill Commission or Committee vacancies.

STRATEGIC PLAN:

Appointments to the Commissions, Committees and Boards described in this report, will support the following City Council Strategic Goal:
F: Community Vitality
Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

FISCAL IMPACTS:

There are no associated fiscal impacts from this item.

OPTIONS:

City Council may also decline to appoint one or more applicants and direct staff to publish openings again for additional applicants. Any additional applicants could be interviewed in August or September 2024.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Caesar Hernandez, Management Analyst

Subject: APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) SEEKING A PROHOUSING DESIGNATION BY THE STATE

Date: July 2, 2024

Agenda Item: 11.C

RECOMMENDATION:

Staff recommends the City Council:

Adopt Resolution No. 7521, authorizing the City Manager's designee to: 1) submit a Prohousing Designation Program application to the California Department of Housing and Community Development (HCD); and if the application is approved by HCD, 2) to execute all documents deemed necessary or appropriate to participate in the Prohousing Designation Program.

Presented By: Caesar Hernandez, Management Analyst

BACKGROUND:

On June 5th, 2024, Staff presented a Consent Item requesting that the City Council consider a Prohousing Designation Program application to the California Department of Housing and Community Development (HCD). After discussing the item, City Council determined that the item be continued to address Council's questions and provide clarification of the application process. Please note, the Prohousing Designation is not a competitive program, any jurisdiction that receives the necessary points and HCD approval will receive the designation.

Application and Scoring Process

There are four scoring categories to evaluate jurisdictions under the Prohousing Designation:

- Category 1: Favorable Zoning and Land Use
- Category 2: Acceleration of Housing Production Timeframes
- Category 3: Reduction of Construction and Development Costs
- Category 4: Providing Financial Subsidies

An additional Category titled "Enhancement Factors" allows a jurisdiction to receive extra points for each qualifying Prohousing Policy. For example, Enhancement Factor Category 4 is for "Policies that go beyond state law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income

households." Each City policy that works to achieve the goals of Enhancement Factor Category 4 may receive an additional point. However, a policy may not be double counted: if a policy has received points under one category, it cannot receive points in another category.

In order to receive a Prohousing designation, a jurisdiction must receive a minimum of 30 points. Existing and proposed policies may receive points. Staff has done a preliminary assessment of existing policies and those proposed in the 6th Cycle Housing Element. The attached Preliminary Prohousing Score Sheet details each of the categories eligible for points. Staff has calculated that the City of Santa Paula is likely to receive 32 points under the four Prohousing categories. Staff has done a full assessment of all policies that qualify for enhancement factors but is confident that the City qualifies for a minimum of three (3) Enhancement Factor points. The following table summarizes these calculations:

Category	**Preliminary Prohousing Scoring Calculations**	**Eligible**
1	Favorable Zoning and Land Use	8
2	Acceleration of Housing Production Timeframes	12
3	Reduction of Construction and Development Costs	8
4	Providing Financial Subsidies	2
Enhancement Factors	Each Prohousing Policy will receive extra points enhancement factors in accordance with the chart below. (If multiple policies, multiple points)	2+
TOTAL	30 Points Required for Prohousing Designation	32

Councilmember Questions and Staff Responses (from 6/5/2024 CC Meeting)

Prohousing Categories are in parenthesis:

- Will the City lose any time if Staff would conduct further review? *Per the HCD website, this is not is not a time sensitive application*.
- (Threshold Requirement). Does the City comply with the Seven (7) Principles of Addressing Encampments created by the United States Interagency Council on Homelessness (USICH)? *Yes. Although the City does not have any encampments, the City has cooperated with other external agencies such as VCTC to address encampments located in the railroad corridor and the Ventura County Watershed Protection District (VCWPD) to address those located in Santa Paula Creek and the Santa Clara River. In October 2019, the City issued an Ordinance allowing Emergency Shelters in the Industrial zone. This permitted the Spirit at Harvard to be established at their present location. On behalf of the City, Spirit has provided outreach, shelter, case management, and storage to comply with the seven principles.*
- (1F). Parking concerns: *Prohousing Local Policies means policies that facilitate the planning, approval, or construction of housing. These policies include reduced parking requirements for sites that are zoned for residential development.*

- (Resolution). The attached Resolution includes an acknowledgment statement confirming that the City Council will refrain from enacting local laws or policies such as "local voter approval requirements related to housing production." *Council inferred that this statement may be in reference to the existing Save Open Space and Agricultural Resources (SOAR) initiative SOAR was adopted to protect Ventura County's agricultural, rural, and open space lands. This initiative has been very successful while allowing for reasonable residential development, allowing the County to meet its housing requirements under state law.*
- (2L). Status of projects is not included in the Cities Active Project map. *Staff is revising the Active Project map to include a Status update.*

Timeline
City Council is scheduled to consider a resolution authorizing submittal of the application at the July 2, 2024 meeting. Staff proposes to complete all required documentation and submit the application to HCD pending approval by council. Following submittal of the application, HCD has 60 days to provide comments. Application approval and designation as a Prohousing jurisdiction is dependent on the number of comments received and subsequent turn-around time from both the City and State. Pending approval, HCD promptly processes awards with a targeted timeframe of 30 days.

ANALYSIS:

Consistency with the City's Housing Element

The Prohousing Designation Program is consistent with the City's current 2021-2029 Housing Element's goals and programs, including the following:

Policy 1.5 Continue to implement the mobile home rent review ordinance to ensure the affordability of mobile homes.

Policy 2.7 Continue implementation of the City's Inclusionary Housing regulations.

Policy 3.4 Provide adequate housing sites for special needs groups, including the elderly, homeless, and agricultural workers, through appropriate zoning designations and regulations.

Policy 4.1 Offer financial and/or regulatory incentives, including density bonuses, where feasible to off-set or reduce the costs of developing affordable housing.

Policy 4.2 Periodically review City regulations, ordinances, and residential fees to ensure that they do not unduly constrain housing development.

Policy 5.1 Continue to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, religion, family status, national origin, physical disability or other such circumstances.

Policy 5.2 Continue to financially support the provision of fair housing services to City residents.

The Community and Economic Development Department has determined that the City qualifies for inclusion in the program, based on the City's existing policies and programs in progress. The City's application does not commit the City to any policies or programs not

already adopted. The program criteria and self-scoring sheet is submitted to HCD as part of the City's application and a draft has been provided as Attachment A and B for review.

STRATEGIC PLAN:

Though this item does not promote an objective from the City's Two-Year Strategic Plan, it is consistent with Goal B (Economic Development): Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

FISCAL IMPACTS:

City Staff have prepared the draft application for the Prohousing Designation using currently budgeted staff time. No funding from the General Fund is required. Granting of the Prohousing designation would provide the City with a competitive advantage for several State grant funding programs, which could make more funding available to the City.

OPTIONS:

The Council is under no obligation to support this request and could deny moving forward with an application or provide alternate direction to staff.

ATTACHMENTS:

Prohousing Application_Signed.pdf
Attachment A - Scoring Sheet.pdf
Attachment B - Categories.pdf
Prohousing_Reso.docx

Prohousing Designation Program Application



State of California
Governor Gavin Newsom

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development

Megan Kirkeby, Deputy Director
Division of Housing Policy Development

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: https://www.hcd.ca.gov/community-development/prohousing
Email: ProhousingPolicies@hcd.ca.gov

January 2024

Prohousing Designation Program Application Package Instructions

The applicant is applying for a Prohousing Designation under the Prohousing Designation Program ("**Prohousing**" or "**Program**"), which is administered by the Department of Housing and Community Development ("**Department**") pursuant to Government Code section 65589.9.

The Program creates incentives for Jurisdictions that are compliant with State Housing Element Law and that have enacted Prohousing Policies. These incentives will take the form of additional points or other preference in the scoring of applications for competitive housing and infrastructure programs. The administrators of each such program will determine the value and form of the preference.

In order to be considered for a Prohousing Designation, the applicant must accurately complete all sections of this application, including any relevant appendices. The Department reserves the right to request additional clarifying information from the applicant.

This application is subject to Government Code section 65589.9 and to the regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) adopted by the Department in promulgation thereof ("**Regulations**"). All capitalized terms in this application shall have the meanings set forth in the Regulations.

All applicants must submit a complete, signed application package to the Department, in electronic format, in order to be considered for a Prohousing Designation. Please direct electronic copies of the completed application package to the following email address: ProhousingPolicies@hcd.ca.gov.

A complete application will include all items identified in the Application Checklist.

In relation to **Appendix 1**, the Formal Resolution for the Prohousing Designation Program, please use ~~strikethrough~~ and underline if proposing any modifications to the text of the Resolution. Please be aware, any sustentative deviations from the Formal Resolution may result in an incomplete application and will likely be subject to additional internal review and potential delays.

Appendix 2, the Proposed Policy Completion Schedule, applies only if an application includes proposed policies.

Appendix 3, Project Proposal Scoring Sheet and Sample Project Proposal Scoring Sheet, includes a blank template to be completed by the applicant as part of the application, as well as a Sample Project Proposal Scoring Sheet with an example of how this template may be completed.

Appendix 4 lists examples of Prohousing Policies with enhancement factors to aid applicants in understanding how enhancement factors may be applied.

Appendix 5 is where the applicant will include any additional information and supporting documentation for the application.

If you have questions regarding this application or the Program, or if you require technical assistance in preparing this application, please email ProhousingPolicies@hcd.ca.gov.

Application Checklist

	Yes	No
Application Information	☒	☐
Certification and Acknowledgement	☒	☐
The Legislative Information form is completed.	☒	☐
The Threshold Requirements Checklist is completed.	☒	☐
A duly adopted and certified Formal Resolution for the Prohousing Designation Program is included in the application package. (See **Appendix 1** for the Formal Resolution for the Prohousing Designation Program form.)	☒	☐
If applicable, the Proposed Policy Completion Schedule is completed. (See **Appendix 2**.)	☒	☐
The Project Proposal Scoring Sheet is completed. (See **Appendix 3** for the Project Proposal Scoring Sheet and the Sample Project Proposal Scoring Sheet.)	☒	☐
Additional information and supporting documentation (Applicant to provide as **Appendix 5**)	☐	☐

Application Information

Applicant (Jurisdiction):	City of Santa Paula
Applicant Mailing Address:	970 Ventura Street
City:	Santa Paula
ZIP Code:	93060
Website:	https://spcity.org/
Authorized Representative Name	Caesar Hernandez
Authorized Representative Title:	Management Analyst
Phone:	(805) 525-4478 x203
Email:	chernandez@spcity.org
Contact Person Name:	Caesar Hernandez
Contact Person Title:	Management Analyst
Phone:	(805) 525-4478 x203
Email:	chernandez@simivalley.org
Proposed Total Score (Based on Appendix 3):	39

CERTIFICATION AND ACKNOWLEDGMENT

As authorized by the Formal Resolution for the Prohousing Designation Program (Resolution No. 7521), which is attached hereto and incorporated by reference as if set forth in full, I hereby submit this full and complete application on behalf of the applicant.

I certify that all information and representations set forth in this application are true and correct.

I further certify that any proposed Prohousing Policy identified herein will be enacted within two (2) years of the date of this application submittal.

I acknowledge that this application constitutes a public record under the California Public Records Act (Gov. Code, § 6250 et seq.) and is therefore subject to public disclosure by the Department.

Signature: 

Name and Title: Caesar Hernandez, Management Analyst

Date: June 5, 2024

Legislative Information

District	Number	Legislators Name(s)
State Assembly District	38	Steve Bennett
State Senate District	19	Monique Limon

Applicants can find their respective State Senate representatives at https://www.senate.ca.gov/, and their respective State Assembly representatives at https://www.assembly.ca.gov/

Threshold Requirements Checklist

The applicant meets the following threshold requirements in accordance with Section 6604 of the Regulations:

	Yes	No
The applicant is a Jurisdiction.	☒	☐
The applicant has adopted a Compliant Housing Element.	☒	☐
The applicant has submitted or will submit a legally sufficient Annual Progress Report prior to designation.	☒	☐
The applicant has completed or agrees to complete, on or before the relevant statutory deadlines, any rezone program or zoning that is necessary to remain in compliance with Government Code sections 65583, subdivision (c)(1), and 65584.09, subdivision (a), and with California Coastal Commission certification where appropriate.	☒	☐
The applicant is in compliance, at the time of the application, with applicable state housing law, including, but not limited to those included in Government Section 65585, subdivision (j); laws relating to the imposition of school facilities fees or other requirements (Gov. Code, § 65995 et seq.); Least Cost Zoning Law (Gov. Code, § 65913.1); Permit Streamlining Act (Gov. Code, § 65920 et seq.); and provisions relating to timeliness of CEQA processing by local governments in Public Resources Code sections 21080.1, 21080.2, and 21151.5(a).	☒	☐
The applicant further acknowledges and confirms that its treatment of homeless encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness and that it has submitted a one-page summary to the Department demonstrating how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments," (June 17, 2022 update), hereby incorporated by reference.	☒	☐
The applicant has duly adopted and certified, by the applicant's governing body, a Formal Resolution for the Prohousing Designation Program, which is hereby incorporated by reference. (A true and correct copy of the resolution is included in this application package.)	☒	☐

Appendix 3: Scoring Sheet

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents **or** Indicate that Electronic Copies are Attached as **Appendix 5**	Points	Enhancement Category Number	Enhancement Points	Total Points
1D	Density bonus programs that allow additional density for additional affordability beyond minimum statutory requirements (Gov. Code, § 65915 et seq.).	E	Development Code	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-60596	2			2

1F	Eliminating minimum parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Gov. Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Gov. Code section 65915, subdivision (p). ***The 2021-2029 Housing Element includes an objective to ensure residential parking standards include the following: do not impede a developer's ability to achieve maximum densities, contain join-use (shared parking) provisions to maximize parking utilization rates (particularly for infill housing dev'ts), provide for parking reductions where less demand is demonstrated, particularly for persons with disabilities, the elderly, affordable housing, and infill and transit-oriented development, comply with density bonus ordinance parking requirements per Government Code §65915; and Seek to minimize the financial impacts of parking***	P	Development Code		2	2	1	3

	regulations on vehicles owned by low-income residents.							
1H	Zoning or other land use designation methods to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones. ***The City of Santa Paula has adopted a Housing Opportunities Overlay***.	E	Development Code	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-72073#JD_Chapter16.35	1			1
1I	Modification of development standards and other applicable zoning provisions or land use designation methods to promote greater development intensity. Potential areas of focus include floor area ratio, height limits, minimum lot or unit sizes, setbacks, and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above. ***The City of Santa Paula General Plan includes a building intensity standard such as Floor Area Ratio (FAR).***	E	Development Code	https://www.spcity.org/DocumentCenter/View/1709/2040-General-Plan-Section-2---Land-Use-Element	1			1

1K	Establishment of an inclusionary housing program requiring new developments to include housing affordable to and reserved for low- and very low-income households, consistent with the requirements of AB 1505 (Chapter 376, Statutes of 2017, Gov. Code, § 65850.01). ***The City of Santa has an Inclusionary Housing Ordinance***.	E	Development Code	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-60693	1			1
1L	Other zoning and land use actions not described in Categories (A)-(K) of this section that measurably support the Acceleration of Housing Production. ***The City of Santa Paula Development Code includes a Housing Opportunities Overlay***.	E	Development Code	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-72073#JD_Chapter16.35	1			1
2A	Establishment of ministerial approval processes for multiple housing types, including, for example, single-family, multifamily and mixed-use housing. ***City has ministerial process for Accessory Dwelling Units and one to two unit developments in residential zoning districts. Objective standards have been adopted for these housing types. Enhancement: increases housing choices and affordability in High Resource areas.***	E	Development Code	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-65727	3	7	1	4

2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law, (e.g., Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28). ***The City of Santa Paula Development Code includes a Housing Opportunities Overlay, to allow housing By Right.***	E	Development Code	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-72073#JD_Chapter16.35	1			1
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan. ***Any proposed housing within the Housing Opportunities Overlay does not require a public hearing***.	E	Development Code	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-72073#JD_Chapter16.35	2			2
2H	Absence, elimination, or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing. ***Housing Element includes proposing design standards and objective development standards***.	P	Proposed Development Code update		1			1

2I	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy. ***The Community & Economic Development Department is proposing to have a PW Counter Technician to be located at the same counter as the Planning and Building & Safety.***	P	Internal Process		1			1
2J	Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing. ***City provides priority processing for ADUs/JADUs. ADU/JADU project are submitted straight to Plan Check.***	E	Internal Process		1			1
2K	Establishment of a standardized application form for all entitlement applications. ***The City is in the process of an upgrade to the online permit processing software, Energov. Also, Building & Safety will be adding SolarApp to process solar applications.***	P	Internal Process		1			1

2L	Documented practice of publicly posting status updates on project permit approvals on the internet. ***Residents are able to view existing Development projects or projects that require discretionary approval on the City's website.***	E	City Website	https://spcity.org/264/Community-and-Economic-Development	1			1
2N	Other policies not described in Categories (2)(A)-(M) of this section that quantifiably decrease production timeframes or promote the streamlining of approval processes. ***The City's Building & Safety Department accepts permit application via email.***	E	Internal Process		1			1
3A	Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable housing impact fees, and commercial linkage fees). ***A 15-year deferral of Development Impact Fees was issued to an approved 298-unit, apartment complex on an existing vacant parcel, with 166 affordable units plus 132 market-rate units (Project No.: 2022-CDP-01).***	E	Internal Process	https://www.google.com/maps/d/viewer?mid=1-t_drJARsZ9s9jEYAgnFkEHkQxTLCI8&femb=1&ll=34.35563746142986%2C-119.06313482987059&z=14	3			3

3B	Adoption of policies that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages. ***In compliance with AB 434, The Planning & Building & Safety Departments are currently drafting three (3) pre-approved ADU-JADU plans for public use. This design standard will be included in the next ADU update before City Council in Fall 2024.***	P	Internal Process		2			2
3D	Accelerating innovative housing production through innovative housing types (e.g., manufactured homes, recreational vehicles, park models, community ownership, and other forms of social housing) that reduce development costs***. The City adopted rent stabilization for Mobile Homes and Mobile Home Parks to promote and maintain affordable housing.***	E	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-58111	Development Code	1			1

3H	Adoption of ordinances that reduce barriers, beyond existing law, for the development of housing affordable to Lower-Income Households. ***The City of Santa Paula has adopted a Housing Opportunities Overlay for the development of affordable housing to lower-income households by right.***	E	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-72073#JD_Chapter16.35	Development Code	1	4	1	2
4A	Establishment of a housing fund or contribution of funds towards affordable housing through proceeds from approved ballot measures. ***The City has codified to allow In-Lieu fees and Affordable Housing Trust Fund.***	E	https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-60784	Development Code	2			2

Total = 32 Points

Project Proposal
Category 1: Favorable Zoning and Land Use

Category	Prohousing Policy Description	Points
1A	Sufficient sites, including rezoning, to accommodate 150 percent or greater of the current or draft RHNA, whichever is greater, by total and income category. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	3
1B	Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones in a manner that exceeds the requirements of SB 9 (Chapter 162, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7).	3
1C	Sufficient sites, including rezoning, to accommodate 125 to 149 percent of the current or draft RHNA, whichever is greater, by total and income category. These points shall not be awarded if the applicant earns three points pursuant to Category (1)(A) above. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	2
1D	Density bonus programs that allow additional density for additional affordability beyond minimum statutory requirements (Gov. Code, § 65915 et seq.).	2
1E	Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law, (Gov. Code, §§ 65852.2, 65852.22) (e.g., permitting more than one converted ADU; one detached, new construction ADU; and one JADU per single-family lot), and in a manner that exceeds the requirements of SB 9 (Chapter 192, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7). These policies shall be separate from any qualifying policies under Category (1)(B).	2
1F	Eliminating minimum parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Gov. Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Gov. Code section 65915, subdivision (p).	2
1G	Zoning or incentives that are designed to increase affordable housing development in a range of types, including, but not limited to, large family units, Supportive Housing, housing for transition age foster youth, and deep affordability targeted for Extremely Low-Income Households in all parts of the Jurisdiction, with at least some of the zoning, other land use designation methods, or incentives being designed to increase affordable housing development in higher resource areas shown in the TCAC/HCD Opportunity Map, and with the Jurisdiction having confirmed that it considered and addressed potential environmental justice issues in adopting and implementing	2

	this policy, especially in areas with existing industrial and polluting uses.	
1H	Zoning or other land use designation methods to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	1
1I	Modification of development standards and other applicable zoning provisions or land use designation methods to promote greater development intensity. Potential areas of focus include floor area ratio, height limits, minimum lot or unit sizes, setbacks, and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	1
1J	Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a Housing Sustainability District, as defined in Government Code section 66200.	1
1K	Establishment of an inclusionary housing program requiring new developments to include housing affordable to and reserved for low- and very low-income households, consistent with the requirements of AB 1505 (Chapter 376, Statutes of 2017, Gov. Code, § 65850.01).	1
1L	Other zoning and land use actions not described in Categories (A)-(K) of this section that measurably support the Acceleration of Housing Production.	1

Project Proposal
Category 2: Acceleration of Housing Production Timeframes

Category	Prohousing Policy Description	Points
2A	Establishment of ministerial approval processes for multiple housing types, including, for example, single-family, multifamily and mixed-use housing.	3
2B	Acceleration of Housing Production through the establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	2
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law, (e.g., Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	2
2D	Establishment of permitting processes that take less than four months to complete. Policies under this category must address all approvals necessary to issue building permits.	2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	2
2F	Priority permit processing or reduced plan check times for homes affordable to Lower-Income Households.	1
2G	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	1
2H	Absence, elimination, or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.	1
2I	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	1
2J	Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing.	1
2K	Establishment of a standardized application form for all entitlement applications.	1
2L	Documented practice of publicly posting status updates on project permit approvals on the internet.	1
2M	Limitation on the total number of hearings for any project to three or fewer. Applicants that accrue points pursuant to category (2)(E) are not eligible for points under this category.	1
2N	Other policies not described in Categories (2)(A)-(M) of this section that quantifiably decrease production timeframes or promote the streamlining of approval processes.	1

Project Proposal
Category 3: Reduction of Construction and Development Costs

Category	Prohousing Policy Description	Points
3A	Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable housing impact fees, and commercial linkage fees).	3
3B	Adoption of policies that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	2
3C	Adoption of other fee reduction strategies separate from Category (3)(A), including fee deferrals and reduced fees for housing for persons with special needs. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable impact fees and commercial linkage fees).	1
3D	Accelerating innovative housing production through innovative housing types (e.g., manufactured homes, recreational vehicles, park models, community ownership, and other forms of social housing) that reduce development costs.	1
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes, creation of on-street parking for bikes, transit-related improvements, or establishment of carshare programs.	1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	1
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	1
3H	Adoption of ordinances that reduce barriers, beyond existing law, for the development of housing affordable to Lower-Income Households.	1
3I	Other policies not described in Categories (3)(A)-(H) of this section that quantifiably reduce construction or development costs.	1

Project Proposal
Category 4: Providing Financial Subsidies

Category	Prohousing Policy Description	Points
4A	Establishment of a housing fund or contribution of funds towards affordable housing through proceeds from approved ballot measures.	2
4B	Establishment of local housing trust funds or collaboration on a regional housing trust fund, which include the Jurisdiction's own funding contributions. The Jurisdiction must contribute to the local or regional housing trust fund regularly and significantly. For the purposes of this Category, "regularly" shall be defined as at least annually, and "significant" contributions shall be determined based on the impact the contributions have in accelerating the production of affordable housing.	2
4C	Demonstration of regular use or planned regular use of funding (e.g., federal, state, or local) for preserving assisted units at-risk of conversion to market rate uses and conversion of market rate uses to units with affordability restrictions (e.g., acquisition/rehabilitation). For the purposes of this category, "regular use" can be demonstrated through the number of units preserved annually by utilizing this funding source.	2
4D	Provide grants or low-interest loans for ADU/JADU construction affordable to Lower- and Moderate-Income Households.	2
4E	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income Households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	2
4F	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower-Income Households.	2
4G	Prioritization of local general funds to accelerate the production of housing affordable to Lower-Income Households.	2
4H	Directed residual redevelopment funds to accelerate the production of affordable housing.	1
4I	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source sufficient to facilitate and support the development of housing affordable to Lower-Income Households.	1

4J	Prioritization of local general funds for affordable housing. This point shall not be awarded if the applicant earns two points pursuant to Category (4)(G).	1
4K	Providing operating subsidies for permanent Supportive Housing.	1
4L	Providing subsidies for housing affordable to Extremely Low-Income Households.	1
4M	Other policies not described in Categories (4)(A)-(L) of this section that quantifiably promote, develop, or leverage financial resources for housing affordable to Lower-Income Households.	1

Project Proposal
Enhancement Factors

The Department shall utilize enhancement factors to increase the point scores of Prohousing Policies. An individual Prohousing Policy may not use more than one enhancement factor. Each Prohousing Policy will receive extra points for enhancement factors in accordance with the chart below.

Category	Prohousing Policy Description	Points
1	The policy represents one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, housing affordable to Lower-Income Households, climate change solutions, and/or hazard mitigation.	2
2	Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.	1
3	Policies that diversify planning and target community and economic development investments (housing and non-housing) toward place-based strategies for community revitalization and equitable quality of life in lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the most recently updated TCAC/HCD Opportunity Maps, and disadvantaged communities pursuant to Health and Safety Code sections 39711 and 39715 (California Senate Bill 535 (2012).	1
4	Policies that go beyond state law requirements in reducing displacement of Lower-Income Households and conserving existing housing stock that is affordable to Lower-Income Households.	1
5	Rezoning and other policies that support intensification of residential development in Location Efficient Communities.	1
6	Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from Environmentally Sensitive or Hazardous Areas.	1
7	Zoning policies, including inclusionary housing policies, that increase housing choices and affordability, particularly for Lower-Income Households, in High Resource and Highest Resource areas, as designated in the most recently updated TCAC/HCD Opportunity Maps.	1
8	Other policies that involve meaningful actions towards Affirmatively Furthering Fair Housing outside of those required pursuant to Government Code sections 65583, subdivision (c)(10), and 8899.50, including, but not limited to, outreach campaigns, updated zoning codes, and expanded access to financing support.	1

RESOLUTION NO. 7521

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program ("PDP" or "Program"), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development ("Department") has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program ("**Program Regulations**"), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City of Santa Paula ("Applicant") desires to submit an application for a Prohousing Designation ("Application").

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Santa Paula that:

1. Applicant is hereby authorized and directed to submit an Application to the Department.

2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.

3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development

standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to Government Code sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code sections 21155- 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the "Program Documents").

5. Applicant acknowledges and agrees that it shall be subject to the Application, the terms and conditions specified in the Program Documents, the Program Regulations, and any and all other applicable law.

6. City Manager is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

APPROVED AND ADOPTED by the Santa Paula City Council on this 5th day of June, 2024.

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, 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: Jonathan Royas, Deputy City Manager

Subject: PURCHASE OF DOWNTOWN TRASH AND RECYCLING RECEPTACLES

Date: July 2, 2024

Agenda Item: 11.D

RECOMMENDATION:

It is recommended the City Council:

1. Waive formal bidding requirements and consent to purchase of trash and recycling receptacles for an amount not to exceed $132,713.42 based on the finding that purchase of the receptacles is "desirable or necessary" pursuant to SPMC Section 41.10.

2. Authorize the City Manager or his designee to execute a purchase agreement with Forms + Surfaces using American Rescue Plan Act (ARPA) funds.

Presented By: Jonathan Royas, Deputy City Manager
Esteban Herrera, Management Fellow

BACKGROUND:

The purpose of this report is to recommend the purchase of new trash and recycling receptacles for the downtown. This initiative aims to replace the existing dilapidated trash cans and increase the quantity of recycling cans to match that of the trash cans, thereby enhancing waste management and reducing litter in the downtown area.

Over the past year, our Management Fellows have conducted extensive research on various models of trash and recycling cans. This research included:

- Reviewing the types of trash and recycling cans used by neighboring cities
- Gathering feedback from the Property Business Improvement District (PBID)
- Assessing the current condition and effectiveness of our existing cans

The findings indicate that our current trash cans are not only old and unsightly but also insufficient in number, particularly in terms of recycling options.

Additionally, in alignment with Council's two-year strategic plan, this item would support one of Council's objectives by enhancing the downtown through beautification projects such as new trash and recycling receptacles.

ANALYSIS:

There are many styles of trash and recycling receptacles to choose from. Currently, the City of Santa Paula utilizes eight distinct receptacle types at different locations throughout the City. These receptacles have been selected based on the trash needs of each distinct location. Attached, as Exhibit A, is a visual of each type, along with the general location, quantity and responsible party for waste service. In the downtown, where this purchase is directly focused, there are currently (9) Type A - blue colored recycling receptacles, (19) Type C - green colored trash receptacles, and (5) Type E - black colored trash receptacles.

Based on staff's assessment, the existing trash and recycling receptacles are in poor condition and insufficient to handle the volume of waste generated in the downtown area. Additionally, the current number of recycling receptacles is significantly lower than that of trash receptacles, leading to an imbalance and potential reasoning behind excessive waste in the public right of way.

Trash Receptacles in Poor Condition

When trash receptacles are in poor condition, they are less effective at containing waste. This can result in several issues:

- Overflowing Trash: Damaged or poorly maintained trash receptacles are less likely to accommodate the required amount of waste, leading to overflowing bins. Overflowing trash can attracts pests, create foul odors, and contribute to littering, which degrades the cleanliness and aesthetics of the downtown area.

- Increased Litter: If trash receptacles are not functional or are unpleasant to use (due to odor, damage, or lack of regular emptying), people might be less inclined to use them properly. This increases the likelihood of littering as individuals discard waste improperly.

- Ineffectiveness: Several of our current receptacles are missing lids and/or the lids are ineffective because they come off easily allowing rummage and trash to spilled onto the floor. Newer cans with security locking mechanisms can prevent this.

Insufficient Number of Recycling Receptacles

A significant imbalance between trash receptacles and recycling receptacles can have several adverse effects:

- Overflowing Recycling Bins: If recycling receptacles are too few, they can quickly become full, leading to overflowing bins. This not only looks unsightly but can also contaminate other recycling streams if people start using trash receptacles for recyclables.

- Waste Diversion Issues: When there are too few recycling cans, recyclable materials might end up in trash cans, reducing the effectiveness of recycling programs. This not only impacts the environment by increasing landfill usage but also diminishes the economic benefits of recycling.

- Environmental Impact: Proper recycling reduces the need for raw materials, saves energy, and decreases greenhouse gas emissions. An insufficient number of recycling

cans can hinder these environmental benefits.

Overall, research shows that the condition and number of trash and recycling receptacles directly influence the cleanliness and visual appeal of the downtown area and properly maintained and adequately distributed waste and recycling bins help keep public spaces clean and attractive. Improving the condition and quantity of both trash and recycling receptacles can significantly enhance waste management in downtown areas, leading to a cleaner, healthier, and more sustainable urban environment.

As a result, staff is recommending replacing the existing trash and recycling receptacles in the downtown and increasing the number of recycling receptacles to match the number of trash receptacles. Specifically in the downtown, this would result in a total of approximately 48 new trash (24 units)/recycling receptacles (24 units), as identified in Exhibit B. On a replacement basis, this would not add any new trash receptacle locations, however, it will increase the number of available recycling receptacles available from 9 units to 24, an increase of 15 new recycling receptacles which will be directly located next to the trash units.

Selecting the Right Receptacle - Neighboring Cities: What Do They Use?

Analysis of other Southern California cities revealed that modern, durable, and aesthetically pleasing trash and recycling cans are crucial in maintaining cleanliness and promoting environmental responsibility. Several examples are detailed below.

City of Ventura

The City of Ventura currently has along the downtown corridor self-compacting trash receptacles (Exhibit C). After a thorough review, there is also the cost of these units to consider. The cost of the single compacting units' ranges from $4,127 to $5,818 per can, and a double unit ranges from $8,254 to $10,966. The vendor does provide a subscription plan, more like renting the units. This would cost approximately $105 to $130 per station for a single unit or $210 to $250 per station for a double unit per month. The subscription option would require a contract for at least 60 months, which would be a total cost of $6,300- $7,800 for a single unit or $12,600-$15,000 for a double unit over the 60-month period. The cans have a life span of 8-10 years. Overall, staff did not feel these cans would be a cost-effective solution, and concerns over proprietary accessories and issues with the software and other specialty items outweighed any potential benefit.

City of West Hollywood

Our Athens Services partners provided information on the receptacles the City of West Hollywood is currently using (Exhibit C), which are also Bigbelly products. Their city plans to replace all receptacles with this brand in the coming years. The Bigbelly product is enclosed, limiting the amount of debris that can be removed from the canister.

City of Pismo Beach

The City of Pismo Beach recently replaced its trash receptacles in the City. Amongst these are the DuMor branded receptacles (Exhibit D). DuMor did mention they are the only manufacturers and providers of these type of specific receptacles. The DuMor product is similar to Santa Paula's current downtown trash receptacles, but contains a lid which makes it less accessible to foraging.

City of Monterey

City of Monterey uses the Urban Renaissance receptacles from Forms and Surfaces (Exhibit E). These receptacles do a relatively good job of keeping animals and water out of the trash as long as they are not overflowing and also limit the ability to rummage through the bin. The receptacles also offer a recycling option which provides three added benefits; the first being that the unit acts as a rain guard preventing rain from entering the unit; second, encouraging those who might be tempted to throw a recyclable item into the trash to throw it into the recyclable section instead; and three, passersby who might be looking for scrap or redemption value items can easily retrieve those items without trying to rummage through the bin below or try to break the security lock.

Recommended Receptacle

Based on the options above, staff researched the aforementioned manufacturers as well as others and obtained three quotes for similar units. Because of the industry, it is not common that a different manufacturer carries the same exact model or design of their competitors. As such, staff obtained quotes for those receptacles which were most suitable and desirable for Santa Paula: Forms + Surfaces (Exhibit F), DuMor (Exhibit G) and Victor Stanley (Exhibit H). The three models and manufacturers were discussed at length with the Property Business Improvement District (PBID), Parks and Recreation staff and the Streets Division. The combined feedback from all groups was the following:

1. The need for additional recycling cans to encourage proper waste segregation and recycling habits among residents and visitors.
2. Security locking mechanisms to secure the trash inside.
3. Lids or rain guards which could not be removed.
4. Inclusion of a durable graffiti-resistant coating to maintain the receptacles efficiently.

Based on a review of the three models fitting the criteria above, as well as taking into account the downtown aesthetics, it is staff's recommendation to select the Forms+Surfaces model (Exhibit F).

Installation

Staff has already discussed the purchase of new receptacles with the Public Works Street Division and they are confident with the supplied installation kits they will be able to properly remove and install the new receptacles.

Waste Service

Recently, the city renewed its agreement with Athens Services which includes trash and recycling services on Main Street (from 8th to 11th streets) every Monday. However, due to the uptick in events and activity in the downtown, such as monthly Cruise Nights, weekly Farmers Markets, and parades, our Parks and Recreation City Corps members have been servicing downtown receptacles 2-3 times weekly, subject to the volume of events.

Wavier

As mentioned earlier, each of the manufacturer's quoted makes a specific model brand

receptacle which is not found amongst competitors. Through this extensive process to identify "desirable" replacement receptacles which fit our unique downtown aesthetics, coupled with the feedback from the Parks & Recreation department and the Streets Division and the PBID, staff is recommending the Forms + Surfaces model as the unit of choice although it is more expensive than the Victor Stanley units by $401.04.

Manufacturer	Unit Cost	Rain Cover	Shipping	Tax	Anchor Kit	Total
DuMor	$2189	$146	$113	$192.64	-	$2640.63
Victor Stanley	$1819	$268	$104.64	$172.18	-	$2363.82
Forms+Surfaces	$2212	Integrated	$333.15	$210.71	$9	$2764.86

SPMC Section 41.10 Wavier gives Council the sole authority to waive SPMC Section 41.09's formal bidding requirement “when required or desirable and in conformance with state law.” State law provides that cities must adopt purchasing regulations and that purchases must conform to the city’s purchasing regulations. See Gov. Code 54202. An example of what is “required or desirable” is when “supplies … are available from only one vendor as supported by appropriate documentation.” Because staff is recommending the purchase award go to Forms + Surfaces, and Forms + Surfaces is not the lowest bidder, Council can waive this requirement based on a finding that Forms + Surfaces is "required or desirable".

As such, staff is requesting Council's consent to purchase the trash (24 units) and recycling (24 units) receptacles through Forms + Surfaces for a purchase order total not to exceed $132,713.42. The replacement of old and dilapidated receptacles and the addition of more recycling units are critical steps in improving waste management in downtown Santa Paula. The proposed new receptacles will not only enhance the aesthetic appeal of our downtown but also promote environmental sustainability and economic growth. Should Council approve this purchase, staff will coordinate with the Community and Economic Development Department's wayfinding effort on final selection of colors to ensure aesthetic cohesiveness in the downtown.

STRATEGIC PLAN:

Approval of this item moves the City closer to completing City Council’s two-year Strategic Plan, Section B. Economic Development, Objective #3, Downtown Beautification, by replacing damaged and dilapidated downtown trash receptacles which are close to 20-years old.

FISCAL IMPACTS:

There is sufficient funding available through previously allocated ARPA funds for *"Downtown Beautification - Funding to be used to support downtown enhancements, amenities and beautification efforts such as wayfinding, tree wells, benches, lighting, new trash receptacles."* GL 412-5-3002-199 and GL 412-5-3002-209, in an amount not to exceed $132,713.42, will fund the cost of the trash and recycling receptacle purchase.

OPTIONS:

As an alternative to the recommendation action, the City Council may:

1. Direct staff to utilize formal bidding procedures in lieu of a wavier; or

2. Provide staff alternative direction.

ATTACHMENTS:

Exhibit A - Existing Receptacle Types.pdf
Exhibit B - Recommended Replacement Locations.pdf
Exhibit C - Bigbelly Sense Max.pdf
Exhibit D - DuMor.pdf
Exhibit E - Forms and Surfaces.pdf
Exhibit F - Forms and Surfaces Quote.pdf
Exhibit G - DuMor Quote.pdf
Exhibit H - Victor Stanley Quote.pdf

Exhibit A - Existing Receptacle Types

Assessment of Current City Receptacles

Currently, the City utilizes eight distinct can types at different locations throughout the City. These cans have been selected based on the trash needs of each distinct location. Below is a visual of each of these cans, along with the location of each general location of the receptacle.



	Type	Location	Quantity	Responsible Party
A	Blue Trash Cans (Recycle)	Downtown Corridor	13	Athens/Parks & Rec
B	Blue Trash Cans V2 (Recycle)	Train Depot	2	Parks & Rec
C	Green Trash Can (Waste)	Downtown Corridor	19	Athens/Parks & Rec
D	Green Trash Can V2 (Waste)	Train Depot	7	Parks & Rec
E	Black Trash Can	Green St. Alley / 10th St.	5	Athens/Parks & Rec
F	Pet Waste	Bike Trail	11	Parks & Rec
G	Brown Trash Can	Veterans Park	6	Parks & Rec
H	Brown Trash Can V2	City Hall/CED	2	Parks & Rec

Exhibit B - Recommended Replacement Locations

Green = (19) Type C Green Trash Cans
Blue = (9) Type A Recycle Cans
Black = (5) Type E Black Trash Cans

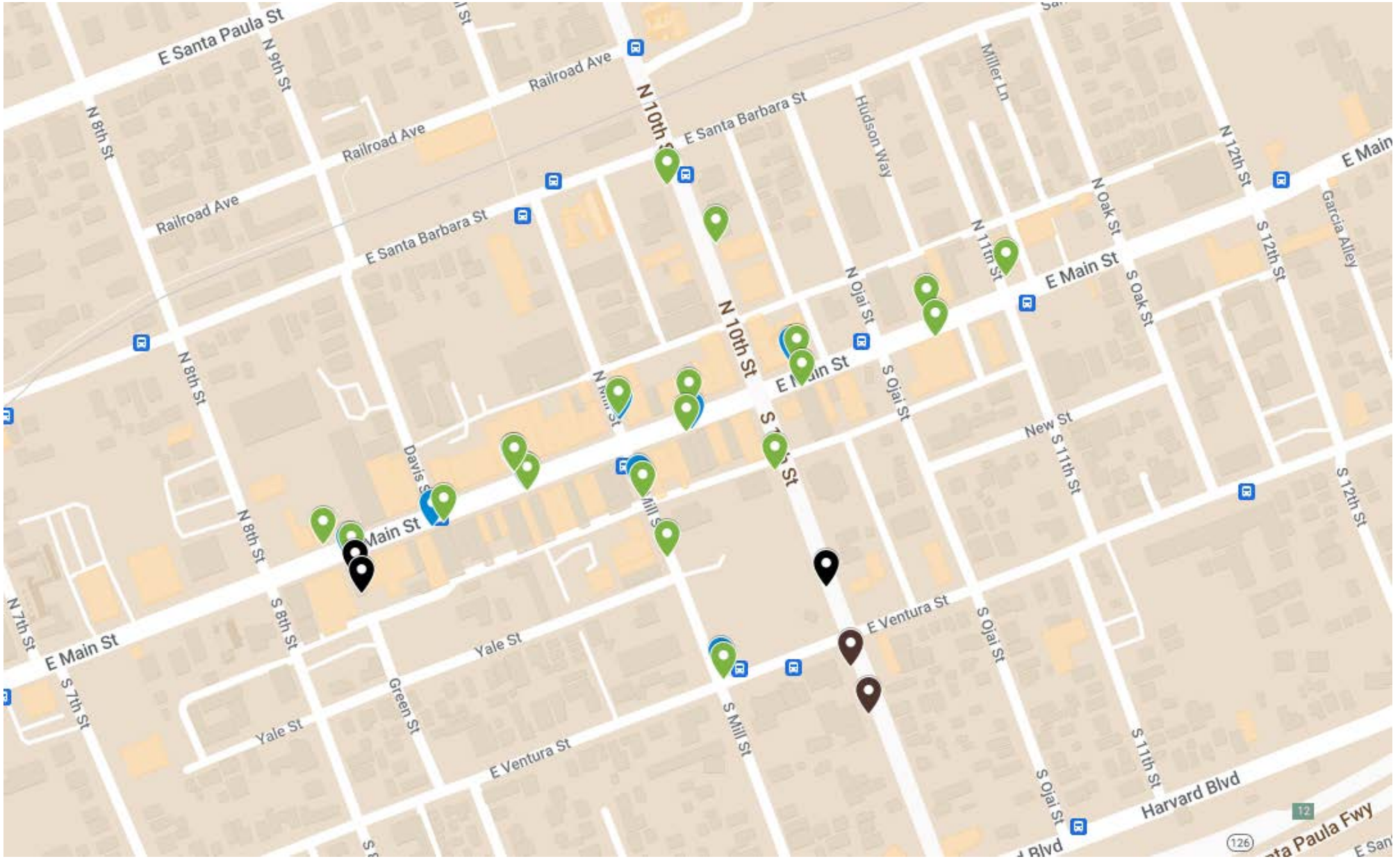


Exhibit C - Bigbelly Sense Max



Bigbelly Sense Max

Fully Enclosed

LED Fullness Indicator

Compactor

Solar-powered

150 Gal / 570 L

Exhibit D - DuMor



Exhibit E - Forms and Surfaces



form+ configurator

SPECIFICATION SHEET

Urban Renaissance Receptacle

SLURB-36RB



Quantity: 6

Weight: 107.30 lbs.

Capacity: 36-Gallon, Fire Rated Black Polyethylene Liner 26.5" D X 39.5" H

Configuration: Side Opening

Litter & Recycling Opening: Integrated Recycle Bin With Dome Lid

Body Material: Stainless Steel

Body Finish: Powdercoat, Dark Corten Texture

Grillwork Option: Vertical

Latch Option: Tool-operated Security Latch

Mounting: Surface Mount With Levelers

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form+
configurator

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QUOTATION # 265693-01

Quotation No: 265693-01

Project: CITY OF SANTA PAULA SLURB 36RB AZURE AND CORTEN

Specifier: City of Santa Paula, Santa Paula, CA

Territory Manager: CHRIS KELLEY

To:
CITY OF SANTA PAULA
970 E VENTURA ST
SANTA PAULA CA93060
United States

Quotation Valid Thru	07/20/2024

Pricing Assumes Projected Delivery Q4 2024
Purchaser to Provide Clean Release for the Lead Times as defined in General Notes

Attention	STEPHANY ECHAVARRIA
Contact Phone	(805) 933-4201
Terms	NET 30 OAC

OMNIA Partners Contract: Region 14 ESC - TX / NCPA 07-90 Furniture
Category: Furniture
Pricing and Terms are contingent upon Buyer's membership status at time of order placement.
Unless shown on quote or order, Sales Tax is not included. Any applicable Sales Tax will be added to invoice.

Item	Part / Rev / Description / Details	Quantity	Unit Price	Extended Price
001	**971681** Rev: 000 U/M: EA SLURB-36RBR,SEC,NDH ASSEMBLY: URBAN RENAISSANCE RECEPTACLE WITH INTEGRATED RECYCLE BIN CAPACITY: 36 GALLON LITTER OPENING: SIDE LID TYPE: DOME SKIN PATTERN: VERTICAL GRILLWORK LATCH TYPE: SECURITY LATCH BAG SLOT: INCLUDED DRAIN HOLE IN LINER: NO POWDERCOAT COLOR: F+S STANDARD TEXTURE **AZURE** NOTE: Please review installation instructions for surface mounting details and to ensure compatibility with your application.	24.0000	2,212.00 Tax Amount	53,088.00 4,379.76
002	**908-00459** Rev: 000 U/M: EA URBAN RENAISSANCE RECEPTACLE MOUNTING HARDWARE KIT 3/8" Sst Drop-In Anchor Kit 2	24.0000	9.00 Tax Amount	216.00 17.82
003	**971681** Rev: 000 U/M: EA SLURB-36RBR,SEC,NDH ASSEMBLY: URBAN RENAISSANCE RECEPTACLE WITH INTEGRATED RECYCLE BIN CAPACITY: 36 GALLON LITTER OPENING: SIDE LID TYPE: DOME SKIN PATTERN: VERTICAL GRILLWORK LATCH TYPE: SECURITY LATCH	24.0000	2,212.00 Tax Amount	53,088.00 4,379.76

CUSTOMER COPY

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QUOTATION # 265693-01

	BAG SLOT: INCLUDED DRAIN HOLE IN LINER: NO POWDERCOAT COLOR: F+S STANDARD TEXTURE **CORTEN** NOTE: Please review installation instructions for surface mounting details and to ensure compatibility with your application.				
004	**908-00459** Rev: 000 U/M: EA URBAN RENAISSANCE RECEPTACLE MOUNTING HARDWARE KIT 3/8" Sst Drop-In Anchor Kit 2	24.0000	9.00 Tax Amount	216.00 17.82
005	**SXFRT** Rev: 000 U/M: EA FREIGHT Single shipment common carrier ground service consignee responsible for off-loading. Note any damage to crating on delivery receipt before signing for cargo. In the event of actual damage (concealed or otherwise) contact your F+S Project Sales Coordinator immediately, document all damage to packaging and products via digital images and do not discard crating.	1.0000	15,991.00 Tax Amount	15,991.00 1,319.26

Total Items Price	US$ 122,599.00
Total Tax (8.25%)	US$ 10,114.42
Grand Total	US$ 132,713.42

OMNIA Partners Contract: Region 14 ESC - TX / NCPA 07-90 Furniture
Category: Furniture
Pricing and Terms are contingent upon Buyer's membership status at time of order placement.
Unless shown on quote or order, Sales Tax is not included. Any applicable Sales Tax will be added to invoice.

The following Terms and Conditions of Sale are incorporated into OMNIA Partners Contract: Region 14 ESC - TX / NCPA 07-90 Furniture as a Supplemental Agreement between F+S and Member / Buyer.

LEADTIME:

Shipment from our facility will be apx 6-weeks from receipt of confirmed F+S Order Acknowledgment and signed F+S Approval Drawings, if applicable. All ship date references are estimated and are not guaranteed.

PRICING AND CONFORMITY:

Pricing reflects our understanding of the requirements based on the information provided to us from the quoted or ordering party. The quoted or ordering party is responsible for confirming quantities, sizes, finishes and conformity with any relevant plans and specifications. These considerations are independent of any prior F+S specification efforts, drawings or engineering details that may have previously been issued by F+S or otherwise obtained by the quoted or ordering party or any involved third-party.

Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

Buyer acknowledges that Buyer is responsible to specifically identify and notify F+S in writing of any Buy America requirements bearing on this transaction prior to quote or order processing. Buy America requirements may impact product pricing.

DELIVERY:

CUSTOMER COPY

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QUOTATION # 265693-01

Receiving parties are responsible for off-loading all materials from the carrier which may require a forklift, pallet jack or other specialized equipment, tools and appropriate manpower. Receiving parties are responsible to document via digital images, notate on delivery receipt prior to signing, and immediately notify an F+S representative of any visible damage to the exterior of crating or packaging. Actual inspection of goods must be completed and any damage claims filed within five business days of delivery. Unpacking, assembly or installation are the responsibility of the buying party or their assigns. All deliveries are curbside if no loading dock is available or accessible at delivery site.

For questions regarding lead times, deposits, approvals, etc. please contact your F+S Project Sales Coordinator.

PAYMENT INSTRUCTIONS:

USPS Mail Remittance:

Forms+Surfaces, Inc
Accounts Receivable
PO Box 3625
Pittsburgh, PA 15230-3625

ACH or Wire Transfer:

Beneficiary's Name: Forms + Surfaces, Inc
Bank Name: Dollar Bank
Bank Address: 3 Gateway Center, Eleven South
Pittsburgh, PA 15222
ABA Number: 243074385
Account Number: 0908055515

Courier Service:

Forms+Surfaces, Inc
Accounting Dept
30 Pine Street
Pittsburgh, PA 15223

CUSTOMER COPY

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Exhibit D - DuMor



RECWEST OUTDOOR PRODUCTS, INC.
31316 VIA COLINAS
WESTLAKE VILLAGE, CA 91362 U.S.A.
818-735-3838 Fax: 818-735-9612
info@recwest.com

PROPOSAL

23120401

December 4, 2023
DATE

Customer Information
CONTACT: Estimator
PHONE:
EMAIL:

Destination
F.O.B.
FREIGHT ☑ Prepaid ☐ Collect

SHIP TO: **Santa Paula, CA**

TERMS: PAYMENT IN ADVANCE

BILL TO:

TBD
SHIPPING TIME

Pricing Good for 30 days from Date of Proposal

Project Info: City of Santa Paula Receptacles 1-D SMALL BONNET

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	EXT WT	EXTENDED PRICE	
DuMor, Inc. Site Furnishings: Equipment Sale Only							
50	157-32SH	32 GAL STL RECEPT	267	2,189.00	13,350	$ 109,450.00	T
50	CVB-30-BT	BONNET COVER, 10” OPENING	21	146.00	1,050	$ 7,300.00	T
50	157-32SH	32 GAL STL RECEPT, Recycle	267	2,189.00	13,350	$ 109,450.00	T
50	CVB-30-BT	BONNET COVER, 10” OPENING	21	146.00	1,050	$ 7,300.00	T

Please note:
Offloading, assembly, and installation of DuMor site furnishings equipment to be done by others. Steel components available with 23 color options for the durable baked-on polyester powder finish. Custom color options available at an additional cost.

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY DUMOR, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Total Weight	28,800.0	
SUBTOTAL MATERIAL		$ 233,500.00
SUBTOTAL INSTALLATION		Not Included
DuMor FREIGHT		$ 11,300.00
8.25% SALES TAX		$ 19,263.75
TOTAL		$ 264,063.75

ACCEPTED BY CUSTOMER DATE

PRINT NAME

12/4/2023

PROPOSED BY RecWest REPRESENTATIVE DATE

Derrick Shima, Sales Manager
PRINT NAME

Taxable: Freight No Installation No

Exhibit H - Victor Stanley Quote



VICTOR STANLEY®

2103 Brickhouse Road, Dunkirk, MD 20754 USA
1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ132157
Revision Number: 0
Sales Quote Date: 05/15/24

Sell To:
City of Santa Paula
Department of Public Works
Esteban Herrera
23371 Mulholland Drive
#330
Woodland Hills, CA 91364

Customer No: C018444
Phone No: 805-933-4218
Contact Name:
Contact Phone No:
Terms: Pending
Associate: Brittany Deavers

Project Name: CITY OF SANTA PAULA
Project Location State: CA

Ship To:
Department of Public Works
970 E Ventura Street
Santa Paula, CA 93060

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory

This Quote is valid for 30 **days.**

Estimated Lead Time: Allow 7 to 9 (weeks) for Production of your order.

All credit determinations are made by our Credit Department.

Comments:

* Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond,etc.
* All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
* Common Carrier unloading is the responsibility of the receiver.
* While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
* It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
* This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
* Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, LLC
* Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
* These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
50	SD-42	Ironsites Series 36-Gallon Side-Opening Litter Receptacle SD-42 Components Black Plastic Liner Standard Metalwork Color - To Be Determined Standard Tapered Formed Lid Lid - Color To Be Determined Latch	1,606.00	80,300.00
1		Freight	5,232.00	5,232.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S;D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012. D376,937; D383,615;D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S. D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S;D573,769 S; D553,821 S; D585,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S. D579,227 S; D579,685 S; D542,093 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S. D601,770 S; D602,221 S; D606, 271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S. **Canada**®98101; 96040; 96159; 98103; 96108;110953; 110954; 117181; 126714; 126322; 126323; 130714, 130717; 126317; 126318; 126319; 126320; 126321, 130652; 130653, 130715; 130716. **Canada Patent** 2,184,348. **Mexico Reg. Des.** 001871; 28182. **EC Reg. Des.** 000475579-0001; 000503297-0001; 000762638-0001; 000961404. **Other Patent(s):** Pending.

Sub-Total:	85,532.00
Total Sales Tax:	5,821.75
Total:	91,353.75

All figures are in US Dollars

Please review our Standard Terms of Production on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES
Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS
All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley, LLC's invoices within Victor Stanley, LLC's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE
Victor Stanley, LLC manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY
All prices are FOB Factory unless otherwise stated by Victor Stanley, LLC in writing.

INTEREST
If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES
In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, LLC, Buyer agrees to pay to Victor Stanley, LLC the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS
Our lead time is an estimate only and Victor Stanley, LLC is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, LLC will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY
All products made by Victor Stanley, LLC are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, LLC, Buyer shall not return the goods, but notify Victor Stanley, LLC immediately, stating full particulars in support of claim, and Victor Stanley, LLC will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, LLC be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY
We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS
All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, LLC's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, LLC's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS
These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, LLC makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, LLC.

CONTROLLING LAW AND VENUE
This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS
It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, LLC within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, LLC. This includes damage to materials that will be stored for later use.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: BALLOT ARGUMENT CONCERNING A ONE CENT (1¢) CITY TRANSACTIONS AND USE (SALES) TAX MEASURE ON THE NOVEMBER 5, 2024, BALLOT

Date: July 2, 2024

Agenda Item: 11.E

RECOMMENDATION:

The City Council is asked to:

1. Consider the information herein and provide direction.

Presented by: William J. Priest, Deputy City Attorney

BACKGROUND:

At its June 19, 2024 meeting, the City Council adopted three resolutions to place a one cent (1¢) transactions and use (sales) tax measure on the November 5, 2024 General Municipal Election ballot. Resolution No. 7528 set rules and deadlines for the filing or written arguments and rebuttals regarding the sales tax measure that will appear in the voter information guide. Consistent with California Elections Code section 9282, Section 1 of Resolution 7528 authorizes the following persons to write an argument for or against the measure:

(i) the City Council or any member(s) of the City Council,
(ii) any individual voter eligible to vote on the above measure,
(iii) a bona fide association of such citizens or
(iv) any combination of voters and associations.

The deadline to submit primary arguments is set for July 29, 2024, at 5:00 p.m. Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

ANALYSIS:

As a last “election housekeeping” item, staff is requesting Council direction as to whether to allow community members and voters or the Council, as the City’s legislative body, to submit an argument regarding the tax measure pursuant to the law cited above.

The Council can decide not to submit an argument regarding the measure in the name of the City Council. Santa Paula has an engaged community who have an interest in sharing their perspectives on pertinent local issues. This option would preserve the opportunity for community members and voters to weigh in on the measure directly and share their perspectives and is consistent with the City Council's past practice. In that case, no further action will be necessary this evening.

If the Council would like to submit an argument, staff would ask the Council to appoint an individual Councilmember or a subcommittee of two members to draft and file the argument, subject to the following procedures:

- The argument should be written by the individual Councilmember or the subcommittee members *privately*, without using public work time or public resources to avoid the potential of prohibited government-funded advocacy. Therefore, City staff, the City Attorney's Office and other consultants may not draft or consult on the argument at public expense.
- When complete, the argument should be filed directly with the City Clerk as required by the Elections Code and the Resolution. It should not be returned for full Council discussion as that would be using a publicly funded meeting to write a partisan argument for or against the measure.
- The authors of the argument would have the opportunity to write a 250-word rebuttal to the opposite-side argument regarding the measure. The rebuttal will be due August 9, 2024 at 5:00 p.m. and must be written and filed in the same way as the argument.

Staff notes that individual City Councilmembers could still submit arguments and rebuttals for or against the measure like any other Santa Paula voter, subject to the applicable rules and deadlines.

STRATEGIC PLAN:

Approval of this item moves the City closer to completing two of City Council's two-year Strategic Plan objectives as noted below: Section C. Infrastructure, Transportation & Mobility, Objective #1, Streets - Work to maximize funding going to streets. Funding from a voter approved sales tax could be used to accelerate and reduce the current Pavement Management Plan (PMP) from 20-years to five remaining years bringing the average citywide Pavement Condition Index (PCI) up to 70. Section B. Economic Development, Objective #1, Revenue Opportunities - Actively pursue revenue opportunities to increase the City's revenue base.

A voter approved sales tax is estimated to generate $4,500,000 annually in revenue for the general fund to maintain and improve City services.

FISCAL IMPACTS:

The estimated cost to place written arguments or rebuttals on the ballot is $2,000 - $3,000, should either be filed. If filed, the County Registrar of Voters will add these charges to a final billing statement which will be sent to the City Clerk post election. At that time, the City Clerk will work with the Director of Finance to return to Council for a quarterly budget adjustment,

should it be necessary.

If the sales tax is approved by the voters, the tax is estimated to generate $4,500,000 annually in revenue for the general fund to maintain and improve City services.

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: FY 23/25 MID CYCLE BUDGET

Date: July 2, 2024

Agenda Item: 11.F

RECOMMENDATION:

Staff recommends the City Council:

1. Receive a presentation on the 2023/25 Mid-Cycle Budget Review
2. Adopt Resolution 7523 Amending the FY 2024/25 Budget and Adopting the FY 2024/25 GANN Limit.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

The City adopted a Two-Year Budget Plan for FY 2023/24 and FY 2024/25 on June 24, 2023, and is now approaching its second year of the budget. The two-year budget is revisited after the first year to allow staff and the City Council to make revisions to the budget which reflect the evolving needs of the City while maintaining alignment with the Council's Strategic Plan and priorities in the departmental work programs. The second-year process is known as the Mid-Cycle Budget Review.

ANALYSIS:

On May 15, 2024 the City Council received a report addressing the FY 2023/24 Third Quarter Financial Review, which provided an overview of current year trends in revenues and expenditure activity through March 31, 2024, along with a request for the adoption of a balanced budget policy. While no significant changes in trends have occurred since that meeting six weeks ago, the balanced budget policy as it was presented will not be brought back after feedback from the auditors and a lack of examples from other cities. Instead, staff plans to return to Council in September for the fiscal year-end review of FY 2023/24 with a request to use reserves to cover the temporary shortfall in revenue due to the delayed revenues associated with development projects. As such, revenue will be received in FY 24/25, a repayment plan will be included in the September report that would be intended to make the reserve fund whole within the first six months of the year.

The following budget amendments are recommended:

REVENUE

An overall decrease to the FY 24/25 budget totaling $1,437,367 is being recommended, due primarily to decreased sales tax and development activity. Below is the breakdown of recommended changes

Revenue Type	Current Budget	Budget Adjustment Recommendation	Description
BUILDING PERMITS	1,924,302	(476,000)	Due to revised Development Project Scope
PLAN CHECK FEES	1,428,734	(714,367)	Due to revised Development Project Scope
SCHOOL RESOURCE OFFICER REIMB	314,089	(100,000)	Assuming two SROs, subject to change
HAZARDOUS MATERIAL FEE	37,000	3,000	
PROPERTY TAXES-SECURED	915,552	100,000	Based on half of prior year residual trends
SALES TAX	3,460,342	(260,000)	Decrease based on current trends
FRANCHISE FEE TAX	450,880	10,000	Towing Franchise Fees anticipated
TOTAL		**(1,437,367)**	

EXPENDITURES

Personnel

A total of $949,867 in savings in various line items is recommended, as noted in the budget resolution, primarily related to ongoing savings from salaries and benefits of the following frozen positions:

Department	Position	Length of Time Vacant
Administration	HR Technician	12 months
Parks & Recreation	Recreation Coordinator Savings	9 months
Parks & Recreation	Maintenance Worker II	3 months
Finance	Accounting Specialist	3 months
Community Economic Development	Associate Planner	12 months
Community Economic Development	Community Development Technician	6 months
Police	Seargent	12 months
Police	Sr. Officer	12 months

Police	Sr. Officer	12 months
Police	Officer	4 months
Police	Cadet	12 months

The decreased amount recommended offsets the decreased revenue projections. Additional savings are expected stemming from salary savings related to newer employees starting at lower steps than their predecessors. Some savings will be offset with an increase in the unfunded accrued liability cost. Staff will return during the first quarter report in September with finalized personnel budget figures.

Non Personnel

A total of $487,500 is recommended primarily due to the delayed Comp and Class implementation being recommended. This and other recommended changes are noted in the table below:

Revenue Type	**Current Budget**	**Budget Adjustment Recommendation**	**Description**
PROF/CONTR SVCS-LEGAL	212,000	50,000	Additional Legal costs based on trends
PROF/CONTR SVCS-OTHER	157,000	(42,000)	Decrease Professional Services costs per DCM changes staff Report
PROF/CONTR SVCS-PERSONNEL	30,000	75,000	Comp Class Study
PROF/CONTR SVCS-OTHER	80,000	27,000	PW Director Recruitment
PROF/CONTR-TEMP PERSONNEL	20,000	15,000	2nd Fellow
POSTAGE	22,374	(10,000)	Savings per IT
MINOR EQUIPMENT-COMPUTER	103,900	(29,000)	Savings per IT
PROF/CONTR-COMPUTER/SOFTWARE	265,700	(58,000)	Savings per IT
DUPLICATION CHARGES-INTERNAL	52,400	(17,000)	Savings per IT
UTILITY-TELEPHONE	135,112	(4,000)	Savings per IT
EDUCATIONAL REIMBURSEMENT	2,500	(2,500)	Savings per P& R
TRAINING/WORKSHOPS/MEETINGS	4,500	(2,000)	Savings per P& R

PROF/CONTR SVCS-OTHER	40,000	(40,000)	CIP Decrease of Rekey project 9374
TRAINING/WORKSHOPS/MEETINGS	2,000	(2,000)	Savings per P& R
PRINTING & BINDING-EXTERNAL	3,000	(2,000)	Internal Budget Printing
TRAINING/WORKSHOPS/MEETINGS	6,000	(1,000)	Decreased trainings
PROF/CONTR SVCS-OTHER	42,000	55,000	Mark 43 annual software increase vs tracnet
MISC EXPENDITURE	520,000	(500,000)	Delay Comp Class Implementation
TOTAL		**(487,500)**	

STRATEGIC PLAN:

FISCAL IMPACTS:

The General Fund and Refuse Reserve Fund proposed amendments have a net zero impact.

Additional information will be provided in September at the Year End and First Quarter Fiscal Review.

OPTIONS:

ATTACHMENTS:

GANN Limit 2024.pdf
Budget Resolution 7523

Following is the FY 2024/25 Appropriations limit calculation, as well as the Price Factor and Population Information as provided by the California Department of Finance.

Fiscal Year 23/24 Appropriations Limit			
Per Capita COL Change	3.62+100 / 100	=	1.0362
3.62			
Pct			
Growth in population	-0.14+100 / 100	=	.09986
-0.14			
Pct			
	1.0362x0.9986	=	1.03474932
	Population	=	31,155
	Growth	=	-0.14%
	Prior Year limit	=	$ 29,494,593
	Per Capita COL	=	1.0362000
	1.0362 x 0.9986	=	1.03474932
	$29,494,593 x 1.0347	=	$ 30,519,590

RESOLUTION NO. 7523

A RESOLUTION AMENDING FY 2024/25 FINAL OPERATING AND CAPITAL IMPROVEMENT BUDGET AND ADOPTING THE FY 2024/25 GANN APPROPRIATIONS LIMIT.

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

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

A. The City Council approved the Operating Budget and Capital Improvement Plan ("CIP") for fiscal years 2023/24 and 2024/25 in June 2023 (the "FY 23/25 Budget");

B. All procedural requirements for adopting the City's 23/25 Budget were fulfilled and the City Council was fully informed regarding the City's then-current finances, projected revenue, and financial obligations;

C. Changes in anticipated revenues and/or expenditures of the City of Santa Paula necessitate an adjustment of the appropriations for the fiscal year 2024/2025 budget and the CIP budget. Therefore, City Manager proposes the budget adjustments as described herein.

D. The Planning Commission determined in June 2023 that the projects included in the CIP are consistent with the City's General Plan; and

E. It is in the public interest for the City Council to amend the FY 23/25 Budget and CIP as proposed by the City Manager.

SECTION 2: **ADOPTION.** The FY 23/25 Budget adjustments in Section 4, which is incorporated by reference, are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in Section 4, which may recognize new classifications and remove unused classifications

SECTION 3: **APPROPRIATIONS LIMIT.**

A. Article XIIIB of the California Constitution requires the City to set its Appropriations Limit on an annual basis.

B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIB, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from

the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

C. Pursuant to Article XIIIB of the California Constitution, and those Government Code sections adopted pursuant to Article XIIIB, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the percentage change in per capita personal income from the preceding year provided by the Department of Finance and calculating population growth by using the percentage change in population in Ventura County.

D. The City Council sets the Appropriations Limit for fiscal year 2024/25 at $30,519,590.

SECTION 4: **MID CYCLE BUDGET AMENDMENTS.** The City Manager, or designee, is authorized to implement the following budget amendments for the FY 24/25 Budget as follows:

ACCOUNT		INCREASE (CR REVENUE, DR EXPENSE)	DECREASE (DR REVENUE, CR EXPENSE)
100-4-1000-1150	BUILDING PERMITS		476,000
100-4-1000-5030	PLAN CHECK FEES		714,367
100-4-4500-5048	SCHOOL RESOURCE OFFICER REIMB		100,000
100-4-5000-1210	HAZARDOUS MATERIAL FEE	3,000	
100-4-7500-0010	PROPERTY TAXES-SECURED	100,000	
100-4-7500-0150	SALES TAX		260,000
100-4-7500-0500	FRANCHISE FEE TAX	10,000	
100-5-XXXX-0XX	PERSONNEL – VARIOUS		949,867
100-5-0504-203	PROF/CONTR SVCS-LEGAL	50,000	
100-5-0511-209	PROF/CONTR SVCS-OTHER		42,000
100-5-0512-205	PROF/CONTR SVCS-PERSONNEL	75,000	
100-5-0512-209	PROF/CONTR SVCS-OTHER	27,000	
100-5-0512-227	PROF/CONTR-TEMP PERSONNEL	15,000	
100-5-0514-101	POSTAGE		10,000
100-5-0514-175	MINOR EQUIPMENT-COMPUTER		29,000
100-5-0514-207	PROF/CONTR-COMPUTER/SOFTWARE		58,000
100-5-0514-240	DUPLICATION CHARGES-INTERNAL		17,000
100-5-0514-282	UTILITY-TELEPHONE		4,000
100-5-1501-360	EDUCATIONAL REIMBURSEMENT		2,500
100-5-1502-352	TRAINING/WORKSHOPS/MEETINGS		2,000
100-5-9374-660	CONSTRUCTION		40,000
100-5-1531-352	TRAINING/WORKSHOPS/MEETINGS		2,000
100-5-2002-241	PRINTING & BINDING-EXTERNAL		2,000
100-5-2002-352	TRAINING/WORKSHOPS/MEETINGS		1,000
100-5-4501-209	PROF/CONTR SVCS-OTHER	55,000	
100-5-7501-199	SUSPENSE-EXPENDITURE		500,000

**Increase – Credits (CR) Revenue and Debits (DR) Expense*
**Decrease – Debits (DR) Revenue and Credits (CR) Expense*

SECTION 5: **REAPPROPRIATION**. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of Fiscal Year 2023/24 for the Operating and CIP Budget.

SECTION 6: **FUND OPERATING RESERVES.** The City Manager, or designee, may appropriate any remaining revenues at the close of Fiscal Year 2023/24 into the applicable fund operating reserve on June 30, 2024.

SECTION 7: **BUDGET ADJUSTMENTS.** The Budget may be subsequently adjusted as follows:

A. By majority vote of the City Council;

B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within the same fund;

C. By Department Directors for appropriation transfers between appropriation units within programs;

D. Object code expenditures within appropriation units in a program are not restricted so long as funding is available in the appropriation unit as a whole.

SECTION 8: **CONTRACTING AUTHORITY.**

A. The City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.

B. The City Manager is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget in accordance with the Santa Paula Municipal Code ("SPMC").

C. Notwithstanding any dollar limitation set forth in the SPMC, the City Manager is authorized to execute contracts for purchasing equipment and supplies that are individually identified in the Budget regardless of total cost. The City Manager may, but is not required to, seek additional City Council approval for transactions made pursuant to this Section 8.

D. For all other services, equipment, and supplies, the City Manager is authorized to execute contracts in accordance with the SPMC.

SECTION 9: The City Clerk is directed to certify to the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 10: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, AND ADOPTED, this 2nd day of July, 2024.

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Daniel A. Singer, City Manager

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: July 2, 2024

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

Placement of the Future Agenda forecast allows the Council to have insights into upcoming agenda items. Due to the Council being dark for the month of July, however, the prediction of items likely to be ready for the August meetings are unreliable and subject to change. Subsequently, staff is omitting a forecast at this time and would refer Council and the public to the forecast which was identified with the June 19, 2024 meeting agenda. The forecast will resume with the first meeting in August, 2024.

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: