City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, OCTOBER 4, 2023

6:30 PM - City Council Regular Meeting

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

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

BRINGING ITEMS BEFORE THE CITY COUNCIL

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

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

6. **PRESENTATIONS**

   6.A POLICE STATION REMODEL AND SECURITY FENCE UPDATE

   6.B **POLICE DEPARTMENT QUARTERLY REPORT**
   RECOMMENDATION:
   (1) Receive and file Police Department Quarterly Report, covering the period May 1,
   2023, through July 31, 2023.

7. **CITY COUNCIL REPORTS**

8. **CITY MANAGER REPORTS**

9. **CONSENT CALENDAR**

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

9.A APPROVAL OF MINUTES

City Council Special Minutes for July 19, 2023
City Council Special Minutes for August 2, 2023
City Council Regular Minutes for August 2, 2023
City Council Special Minutes for August 9, 2023
City Council Special Minutes for August 16, 2023
City Council Regular Minutes for August 16, 2023

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

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year professional services agreement with each shortlisted, prequalified firm to provide on-call professional consulting services for FY 2023-2026, namely (1) Phoenix Civil Engineering; (2) Psomas; (3) TJKM Transportation; (4) Filippin Engineering; (5) General Technologies and Solutions; (6) Minagar & Associates; and (7) m6 Consulting, Inc.
2. Authorize the City Manager or his designee to issue professional consulting services task orders in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per consultant, whichever is less.

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

RECOMMENDATION:

Approve Resolution No. 7482, approving the Memorandum of Understanding between the City of Santa Paula and the Community Services Officer (CSO) Association for the period of October 4, 2023 through June 30, 2025

9.D **STREET DIVISION VEHICLE PURCHASE**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase one (1) new service truck for the Public Works Department, Streets Division, at the estimated price of $123,926.69, inclusive of a 15% contingency.

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

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three- year contract (July 1, 2023 to June 30, 2026) with Northern Digital, Inc. (NDI) to provide On-Call and Emergency SCADA Maintenance Services for the Santa Paula Water Recycling Facility and Waste Collection System in a form approved by the City Attorney not to exceed $50,000 per fiscal year.

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

RECOMMENDATION:

Staff recommends that the City Council:

Conduct the second reading of and adopt Ordinance No. 1331, entitled, "An Ordinance of the City of Santa Paula Amending the Development Code to Define and Regulate Small-Scale Alcohol Production Facilities by Amending Sections 16.05.200 and 16.15.020, and Adding a New Section 16.58.015."

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

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct the second reading of and adopt Ordinance No. 1330, updating and amending Chapter 151 Flood Damage Prevention of the Santa Paula Municipal Code.

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

RECOMMENDATION:

Staff recommends City Council:

1. Authorize Santa Paula Police Department personnel, acting as chaperones to 14 Explorers, to travel to and attend the 2024 Law Enforcement Explorer Tactical Competition in Chandler, Arizona.

9.I **AUTHORIZATION OF OUT OF STATE TRAVEL**

RECOMMENDATION:

Council is asked to authorize travel to conferences out of state for both the Interim Chief of Police and the City Manager, per the adopted Travel Policy.

10. ACTION ITEMS

10.A **CITY STREET NAMES RECOMMENDATIONS**

RECOMMENDATION:

1. Discuss and provide feedback to staff regarding the amended list of

suggested street names attached to Resolution No. 7483.
2. Adopt Resolution No. 7483 with any modifications to the amended list of suggested street names.

Presented by: James Mason, Community & Economic Development Director

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

RECOMMENDATION:

Staff recommends that the City Council:

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

Presented by: Monica Castillo, Interim City Attorney

11. ITEMS FOR FUTURE AGENDAS

11.A FUTURE AGENDA ITEMS

12. CLOSED SESSION

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

13. CLOSED SESSION REPORT

14. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Interim Police Chief

Subject: POLICE DEPARTMENT QUARTERLY REPORT

Date: October 4, 2023

Agenda Item: 6.B

RECOMMENDATION:

(1) Receive and file Police Department Quarterly Report, covering the period May 1, 2023, through July 31, 2023.

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 quarterly 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
    1. Officer of the Year Mario Escalante
6. Engagement
7. Police Centennial Open House and Dedication
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
City Council Special Meeting
July 19, 2023, 12:30 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Vice Mayor Cornejo called the meeting to order at 12:30 p.m.

2) ROLL CALL

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

Members Absent: Andy Sobel

3) PUBLIC COMMENT

Councilmember Cornejo provided information on the Ventura County Fairground Fair Poster.

4) CONSENT CALENDAR

4.A) REJECT ALL BIDS FOR THE MAIN STREET CROSSWALK IMPROVEMENTS PROJECT AND AUTHORIZE STAFF TO REBID THE PROJECT

4.B) DISASTER RECOVERY AND EMERGENCY FUNDING APPROVAL

4.C) RESOLUTION ADOPTING SOCIAL MEDIA TERMS OF USE POLICY

Motion: Approve Consent Calendar items 4.A, 4.B, and table item 4.C to bring back with further information.
Moved by Carlos Juarez, seconded by Carlos Juarez

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

5) ACTION ITEMS

5.A) JOINT SANTA PAULA, FILLMORE, VENTURA COUNTY TWO-YEAR AGREEMENT FOR OPERATIONAL FUNDING OF THE SPIRIT OF SANTA PAULA HARVARD SHELTER

Public Comments:
Kay Wilson-Bolton was called to speak in support of funding for Spirit of Santa Paula Harvard Shelter.
Manuel Minjares was called to speak in support of funding for Spirit of Santa Paula Harvard Shelter.
Steve Bennett was called to speak in support of funding for Spirit of Santa Paula Harvard Shelter.
Judy Rice was called to speak with questions on the funding.
Jim Tovias was called to speak with questions on the funding.

Motion: Approve Authorize the City Manager to sign an agreement, in substantially the form submitted, with the County of Ventura and the City of Fillmore to share in the cost of the operations of the Spirit of Santa Paula Harvard Shelter at 1498 East Harvard Boulevard; and
Authorize the City Manager to make non-monetary edits to the Council-approved form of the agreement to be consistent with the form of the agreement the County Board of Supervisors approves, provided such edits do not create undue hardship for the City of Santa Paula.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

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

6) CLOSED SESSION

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

PROPERTY: 1435 EAST HARVARD (0.55 ACRES)
VENTURA COUNTY APN: 101026014

AGENCY NEGOTIATION: JAMES MASON, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
NEGOTIATING PARTIES: CITY OF SANTA PAULA AND BUCK DREW
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

Council recessed to closed session.

7) CLOSED SESSION REPORT

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

8) ADJOURNMENT

Vice Mayor Cornejo adjourned the meeting at 2:15 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
August 2, 2023, 5:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Santa Paula Police Officers Association (SPPOA)

4.B) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code § 54956.9(d)(1) Garces v. Rivera, City of Santa Paula, et al., U.S. District Court for the Central District of California, Case No. 2:21-cv-06730

4.C) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 potential case based on letter from attorney David A. Battaglia, Gibson, Dunn & Crutcher LLP, alleging illegal acts relating to encroachment permit requirements

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

5) CLOSED SESSION REPORT

Interim City Attorney reported there was no reportable action taken.

6) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:20 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
August 2, 2023, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Chaplain Kay Wilson-Bolton provided the Invocation.

3) FLAG SALUTE

Councilmember Juarez led the flag salute.

4) ROLL CALL

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

5) CLOSED SESSION REPORT

Interim City Attorney Monica Castillo reported no reportable action was taken on the following:
1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Santa Paula Police Officers Association (SPPOA);
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code § 54956.9(d)(1) Garces v. Rivera, City of Santa Paula, et al., U.S. District Court for the Central District of California, Case No. 2:21-cv-06730; and
3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 potential case based on letter from attorney David A. Battaglia, Gibson, Dunn & Crutcher LLP, alleging illegal acts relating to encroachment permit requirements.

6) PUBLIC COMMENT

None.

7) PRESENTATIONS

7.A) CITY MANAGER'S DEPARTMENT REPORT - JANUARY - JUNE 2023

City Manager Dan Singer provided the City Manager's Department Report.
Mr. Singer introduced new Executive Assistant Kristina Ochoa.

8) CITY COUNCIL REPORTS

Councilmember Chavez:
Invited all to the upcoming Cruise Night.

Vice Mayor Cornejo:
Attended the ribbon cutting for Cocina 1912; and reminded of the Ventura County Fair starting.

Councilmember Crosswhite:
Attended Southern California Association of Governments; Legislative Committee; Green Pick Advisory Committee; Clean Power Alliance; Ventura County Transportation Commission; Ventura Council of Governments; and announced sphere of influence will go before Local Agency Formation Commission (LAFCO) in September.

Councilmember Juarez:
Attended ribbon cutting at the Community Action of Ventura County Poder Popular; Ventura Regional Sanitation District; tour of Toland Landfill; Senior Advisory meeting; Homeless and Housing; Swear in of new Commander Starna; Blue Ribbon; Boys & Girls Stem Program; Oil Building Workshop; Business Roundtable; ribbon cutting for Cocina 1912; Citizen Corp; and announced charging stations being installed in Vons parking lot.

Mayor Sobel:
Attended the Oil Building Workshop; Business Roundtable; ribbon cutting for Cocina 1912 and Pizza Man Dan; played at new pickleball court; Communication ad hoc; appreciated our latest Fellows, Miguel Perez and Lyzette Cornejo.

9) CITY MANAGER REPORTS

City Manager Dan Singer invited Interim Police Chief Aguilar to introduce the new Police Commander Eric Starna.
Commander Starna expressed his honor to be with the City of Santa Paula Police Department.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES
City Council Special Minutes for June 7, 2023

City Council Regular Minutes for June 7, 2023
City Council Special Minutes for June 8, 2023
City Council Special Minutes for June 14, 2023
City Council Special Minutes for June 21, 2023
City Council Regular Minutes for June 21, 2023

Councilmember Crosswhite requested clerical corrections.

10.B) SECOND READING AND ADOPTION OF ORDINANCE NO. 1328 AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO RESTRICT THE USE OF BARBED WIRE AND RAZOR EDGED WIRE FENCES

10.C) SALARY ADJUSTMENTS FOR CHIEF TECHNOLOGY OFFICER AND HUMAN RESOURCES ADMINISTRATOR

10.D) MANAGEMENT ANALYST JOB DESCRIPTION AMENDMENT

Councilmember Crosswhite asks to clarify and modify the language on the job description requirements of Bachelor's / Master's degree.

10.E) POLICE DEPARTMENT PURCHASE OF K9 AND ANIMAL CONTROL VEHICLES

This item was pulled for separate discussion and vote.
Interim Police Chief Aguilar provided information on the purchase prices for K9 and Animal Control Vehicles.

Motion: Approve as amended increased costs, and for Finance Staff to work with City Manager and Police Chief on the increased costs of fleet budget for two police K9 vehicles and one Animal Control vehicle; and waive informal bidding requirements for the vehicle purchases pursuant to SPMC section 41.10 on the grounds that the purchases are "required and desirable".
Moved by Jenny Crosswhite, seconded by Carlos Juarez

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

Mayor Sobel requested item 10.E pulled for separate discussion and vote.

Motion: Approve Consent Calendar items 10.A through 10.D.
Moved by Jenny Crosswhite, seconded by Leslie Cornejo

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

11) ACTION ITEMS

11.A) 2023 LABOR DAY PARADE SPONSORSHIP REQUEST

This item was presented by Jonathan Royas, Management Analyst.
Ron Merson, Chair of the Santa Paula Labor Day Parade provided information on the costs of the parade.

Motion: Approve request to sponsor up to 50% of the costs for City services for the 2023 Santa Paula Labor Day Parade.
Moved by Jenny Crosswhite, seconded by Pedro A Chavez

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

11.B) CITY COUNCIL MEETING START TIME ANALYSIS

This item was presented by Jonathan Royas, Management Analyst.

Council provided staff with direction to move forward with research through the Communications Committee; and extend the time to evaluate and gather more data on an earlier start time.

11.C) TRAFFIC CONTROL PLAN REGULATIONS FOR ENCROACHMENT PERMITS

This item was presented by Clete Saunier, Public Works Director.

Motion: Approve Support the traffic control plan regulations proposed by the Public Works Director to be issued pursuant to Ordinance No. 1322.
Moved by Leslie Cornejo, seconded by Jenny Crosswhite

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

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

City Manager Dan Singer:
Explained some of the items on schedule as future agenda items; and announced Council will be dark September 20, 2023, as a majority of the Councilmembers will attend the Annual League of California Cities Conference.

13) ADJOURNMENT

Mayor Sobel adjourned the meeting at 8:25 p.m. in honor of Rev. Lupita Alonso-Redondo.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
August 9, 2023, 4:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) STUDY SESSION

4.A) COUNCIL MANUAL OF PROCEDUAL GUIDELINES

Council discussed the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings, providing staff with direction to bring back on a future agenda for further discussion.

5) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:20 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
August 16, 2023, 6:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) ROLL CALL

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

Members Absent: Leslie Cornejo

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

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

Council recessed to closed session at 6:01 pm.

5) CLOSED SESSION REPORT

City Manager Dan Singer reported out there was no reportable action taken.

6) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:20 pm.

ATTEST:

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
August 16, 2023, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Rev. Betty Stapleford provided the Invocation.

3) FLAG SALUTE

Councilmember Chavez led the flag salute.

4) ROLL CALL

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

Members Absent: Leslie Cornejo

5) CLOSED SESSION REPORT

City Manager Dan Singer reported there was no reportable action taken on the following:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957. Title: Interim City Attorney

6) PUBLIC COMMENT

Erendira McCormick was called to speak regarding concerns of potholes and street maintenance.

Richard Rudman was called to speak introducing Ananda Luyt, the new Farmers Market Coordinator.

Ananda Luyt was called to speak requesting the city's support by attending the Farmers Market every Friday night.

Chris Inez was called to speak presenting the Annual Labor Day poster winners for 1st, 2nd and 3rd place.

7) PRESENTATIONS

7.A) FINANCE DEPARTMENT QUARTERLY REPORT

Finance Director, Christy Ramirez presented the Finance Department activity report.

7.B) PUBLIC WORKS DEPARTMENT ACTIVITY REPORT: MARCH - JUNE 2023

Public Works Director, Clete Saunier presented the Public Works Department Report.

8) CITY COUNCIL REPORTS

Councilmember Jaurez:
Attended Hospice Appreciation Event; Cruise Night; Farmers Market; Quality Improvement Program; Santa Paula Unified School District presentation on Isbell Middle School; ribbon cuttings for Dee Thai Cuisine and Boys and Girls Club.

Councilmember Crosswhite:
Attended meeting hosted by Ventura County Transportation Commission on railroad issues; Harvest Development ad hoc; Southern California Association of Governments; Boys and Girls Club ribbon cutting; announced the old Santa Clara wastewater treatment site latest news is to demolish structures on the site; and announced the passing of Police Department volunteer, Samantha Frady.

Councilmember Chavez:
Participated in the City of Santa Paula Social Services Fair; Business Roundtable; announced upcoming events; and gave shout-out good will to community members in need.

Mayor Sobel:
Attended the Ventura Regional Fire Safety Organization; Hospice Appreciation Event; Union Oil Building; Santa Paula Theatre; Santa Paula Unified School District presentation on Isbell Middle School; ribbon cutting for Dee Thai Cuisine and Boys and Girls Club; and Early Childhood Education Program.

9) CITY MANAGER REPORTS

City Manager, Dan Singer:
Attended ribbon cutting for Dee Thai Restaurant and Boys and Girls Club; and announced the upcoming Spirit of Santa Paula Homeless Shelter ribbon cutting; attended the Ventura Regional Fire Safety Organization; Union Oil Building; and announced possible hurricane moving up the coast.

10) CONSENT CALENDAR

10.A) JUNE 2023 WARRANTS AND CERTIFICATIONS

10.B) JULY 2023 WARRANTS AND CERTIFICATIONS

10.C) APPROVAL OF AN ALCOHOL BEVERAGE CONTROL (ABC) GRANT RESOLUTION AND BUDGET APPROPRIATION

10.D) RESOLUTION ADOPTING SOCIAL MEDIA TERMS OF USE POLICY

Motion: Approve Consent Calendar.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

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

11) PUBLIC HEARING

11.A) PROJECT NO. 2022-CDP-01: REQUEST FOR ADOPTION OF RESOLUTION NO. 7475 APPROVING TENTATIVE MAP NO. 6070; A SUBDIVISION OF AN EXISTING LOT INTO TWO PARCELS FOR THE NEW 'ARRIVE SANTA PAULA' (RED TAIL) APARTMENTS

Mayor Sobel opened the public hearing.
Planning & Economic Development Manager, Tom Tarantino presented this item.
Representatives from TK Consulting, Jaren Nuzman, and Shawn Boyd, AHA, were available for questions.

Cynthia Salas was called to speak with comments on eligibility for the housing.

Mayor Sobel closed the public hearing.

Motion: Approve as amended to find that the affordable housing project known as "Arrive Santa Paula", proposed by developer Red Tail Multifamily Land Development, LLC ("Red Tail") is not a project under State CEQA Guidelines, §15060(c)(1) because the project is permitted by-right and therefore involves no exercise of public agency discretion, or, alternatively, the project is statutorily exempt as a ministerial project under State CEQA Guidelines, §15268(a); and adopt Resolution No. 7475 as amended, Accepting Offers of Dedication with respect to Tentative Parcel Map No. 6070 and Authorizing Deferred Completion of Improvements.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

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

12) ACTION ITEMS

12.A) AGREEMENT WITH THE SANTA PAULA UNIFIED SCHOOL DISTRICT FOR AFTER SCHOOL YOUTH SPORTS PROGRAM AND ADOPTION OF RESOLUTION NO. 7476 APPROVING A CHANGE TO THE DEPARTMENT'S POSITION CONTROL LIST

Parks & Recreation Director, Gregory Barnes presented this item.

Motion: Approve authorizing the City Manager to enter into a three-year Agreement with the Santa Paula Unified School District for After School Youth Sports Program; Recognize $303,500 in new revenue and $303,500 in new expenditures in the General Fund; and adopt Resolution No. 7476 amending the City's adopted FY 23-25 Position Control List.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

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

12.B) 2023 VENTURA COUNTY STORMWATER PERMIT IMPLEMENTATION AND COST-SHARING AGREEMENT

Public Works Director, Clete Saunier and MKN & Associates representative, Gerhardt Hubner, presented on the 2023 Ventura County Stormwater Permit Implementation and Cost-Sharing Agreement.

Motion: Approve authorizing the City Manager to execute the 2023 Ventura County Stormwater Permit Implementation and Cost-Sharing Agreement to Fund the Ventura Countywide Stormwater Quality Management Program.
Moved by Jenny Crosswhite, seconded by Andy Sobel

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

12.C) FINANCING AGREEMENT FOR ADVANCED WATER TREATMENT FACILITY

Public Works Director, Clete Saunier presented on the Financing Agreement for Advanced Water Treatment. He asked to table the financial piece, though move forward on the Wastewater System Chloride Source Identification Study Update presented by MKN & Associates representative, Eileen Shields.

12.D) CONSIDERATION OF THE SELECTION OF AN EXECUTIVE RECRUITER FOR THE CHIEF OF POLICE SEARCH

City Manager, Dan Singer presented this item.

Cynthia Salas spoke in favor of Interim Chief Don Aguilar.

Gary Phillips with Bob Murray Associates, spoke on the recruitment and selection process for the Chief of Police position.

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

Councilmember Juarez requested the street naming policy move forward.
Councilmember Chavez requested to add to future agenda, expanded video recordings. Council was in agreement.

14) ADJOURNMENT

Mayor Sobel adjourned the meeting at 10:06 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES

Date: October 4, 2023

Agenda Item: 9.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year professional services agreement with each shortlisted, prequalified firm to provide on-call professional consulting services for FY 2023-2026, namely (1) Phoenix Civil Engineering; (2) Psomas; (3) TJKM Transportation; (4) Filippin Engineering; (5) General Technologies and Solutions; (6) Minagar & Associates; and (7) m6 Consulting, Inc.
2. Authorize the City Manager or his designee to issue professional consulting services task orders in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per consultant, whichever is less.

BACKGROUND:

On April 18, 2023 the City invited firms to submit Statement of Qualifications (“SOQ”) for consideration to be included on the shortlist of prequalified firms to provide on-call professional consulting services. Firms were invited to submit qualifications for services related to: (1) Civil Engineering, (2) Project Management, (3) Construction Management, (4) Electrical Consulting and Engineering, (5) Subsurface Utility Engineering, (6) Mechanical Engineering (7) Traffic Engineering, (8) Water and Wastewater Consulting and Engineering, (9) Geotechnical, (10) Material Testing, (11) Environmental Consulting and Monitoring, (12) Right of Way, (13) Surveying, (14) Hydrology and Stormwater and (15) Landscape Architecture. Firms were allowed to submit SOQs for multiple service disciplines.

On June 21, 2023 City Council approved a shortlist of prequalified firms. The shortlisted consultants will provide professional consulting services for the City’s Capital Improvement Program and various projects as determined necessary by staff. When services are needed, City staff will select one or more firms from the shortlist and request task order proposals for the required services. Staff will make the determination by selecting the most qualified firm that will provide the best value for the City and the most substantiated ability to complete the work. The shortlist will be in place for a 3-year term, aligning with FY 2023-2026. Because the City is a General Law City, some projects and services will be subject to competitive proposals from consultants on the shortlist. The City, at its own discretion, and in compliance with

funding source requirements will either select consultants from the shortlist or publish a project specific request for proposals open to all. Pre-qualification of professional consultants, together with the issuance of professional services agreements provides staff with an efficient means of procuring as-needed services from a list of capable and qualified professionals.

ANALYSIS:

Twenty-five (25) consulting firms were included in the shortlist approved by City Council on June 21, 2023. Staff will be presenting and recommending Council approval and contract award for multiple groups of consultants in the coming months. The current consultants proposed for agreement approval, together with their associated service disciplines, are contained in Table 1 below. The professional services agreement for each consultant, together with related exhibits addressing submitted qualifications and compensation rate sheets, are referenced by Attachment in Table 1.

Table 1: On-Call Professional Consulting Firms and Service Disciplines

Attachment	Firms	Service Disciplines
1	Phoenix Civil Engineering, Inc.	Civil Engineering, Project and Construction Management, Water and Wastewater Engineering, Hydrology and Stormwater
2	PSOMAS	Civil Engineering, Subsurface Utility Engineering, Traffic Engineering, Water and Wastewater Engineering Environmental Consulting and Monitoring, Surveying, Hydrology and Stormwater
3	TJKM Transportation Consultants	Traffic Engineering
4	Filippin Engineering	Construction Management
5	General Technologies and Solutions	Traffic Engineering
6	Minagar & Associates	Traffic Engineering
7	m6 Consulting	Civil Engineering, Project Management, Traffic Engineering, Hydrology and Stormwater

In administering these contracts, staff is committed to responsible financial stewardship. Staff will report regularly to Council on the projects covered by the contracts. In addition, staff will ensure that no task order is issued for a Capital Improvement Project (CIP) until the CIP is approved by City Council.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

Individual task orders with the City Manager's will be separately issued, reflecting negotiated scopes of work, cost estimates and schedules for projects and services that have been adopted for the respective fiscal year. The amount for each task order shall not exceed the adopted budget for each project or professional service. The cumulative total for all work orders shall not exceed $250,000 annually for each consultant. A sample Task Order is included in Exhibit B of each Attachment and associated professional services agreement.

OPTIONS:

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

1. Do not approve the three-year professional services agreements to provide on-call professional consulting services. This would result in continuing inefficiencies and delays in completing approved capital improvement projects, as well as addressing as-needed consulting services. Staff would be required to individually procure and review consultant proposals multiple times on multiple projects from firms that would have otherwise been pre-qualified to provide professional consulting services.

ATTACHMENTS:

Attachment 1 - Phoenix Civil Engineering 3-Year On-Call Agreement.pdf
Attachment 2 - Psomas 3-Year On-Call Agreement (2023).pdf
Attachment 3 -TJKM Transporation Consultant 3-Year On-Call Agreement.docx.pdf
Attachment 4 - Filippin Engineering 3 Year On-Call Agreement.pdf
Attachment 5 - General Technologies and Solutions 3-Year Oncall Agreement.pdf
Attachment 6 - Minagar Associates Inc 3-Year On-Call Agreement.pdf
Attachment 7 - M6 Consulting 3-Year On-Call Agreement.docx.pdf

Attachment 1

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

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
AND
PHOENIX CIVIL ENGINEERING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 20 23, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Phoenix Civil Engineering, Inc. , a California Corporation, with its principal place of business at 535 E. Main Street, Santa Paula, CA 93060 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing civil engineering, project management, construction management, water and wastewater engineering, hydrology and stormwater services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the On-call Engineering and Professional Consulting Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional civil engineering, project management, construction management, water and wastewater engineering, hydrology and stormwater consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30,

2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms.***] The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred and Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Phoenix Civil Engineering, Inc.
535 E. Main Street
Santa Paula, CA 93060
ATTN: Jonathon Turner, PE

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND PHOENIX CIVIL ENGINEERING, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

PHOENIX CIVIL ENGINEERING, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Document available at City Clerk's office

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

T City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

Clete Saunier, **Public Works Director**	**Date**	**Christy Ramirez,** **Finance Director**	**Date**

Dan Singer,	**Date**

(BB&K 2017)

EXHIBIT "C"
COMPENSATION

PHOENIX
CIVIL ENGINEERING, INC

Professional Services Hourly Rate Sheet 2020-25

Engineering	
Principal Engineer	$195
Resident Engineer	$175
Professional Engineer	$165
Associate Engineer II	$155
Associate Engineer I	$145
Assistant Engineer	$125
CADD	
Senior Designer	$140
Assistant Designer	$115
General	
Principal Construction Manager	$185
Associate Construction Observer	$145
Technical Assistant	$95
Clerical/Administrative Assistant	$65

Costs associated with printing and computer time are calculated in the rates. Large quantities of printing (multiple sets of specifications, reports, etc.) will be billed at the actual rate without markup. Subconsultants will be marked up by 10%.

Attachment 2

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA
PAULA AND PSOMAS

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND PSOMAS

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and PSOMAS, a Sole Proprietorship, with its principal place of business at 27220 Turnberry Lane, Suite 190, Valencia, CA 91355 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing civil engineering, subsurface utility engineering, traffic engineering, water and wastewater engineering, environmental consulting and monitoring, surveying, and hydrology and stormwater services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering and Professional Consulting Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and customary work necessary to fully and adequately supply the professional civil engineering, subsurface utility engineering, traffic engineering, water and wastewater engineering, environmental consulting and monitoring, surveying, and hydrology and stormwater consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference (“Services”). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents per ($250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in

connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

(B) Completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

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

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

(E) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

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

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

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

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

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

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

against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal

place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

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

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

Consultant: PSOMAS
27220 Turnberry Lane, Suite 190
Valencia, CA 91355ATTN: Jeff Chess, PE

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. Notwithstanding the foregoing, a Party in its sole discretion may waive a condition or term of this Agreement. The waiver is effective only if reduced to writing by the waiving Party.

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

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

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

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

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of

which shall constitute an original.

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

The requirements in this section shall apply to the extent FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND PSOMAS

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo, Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

PSOMAS

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

Document available at City Clerk's

office

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the

work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to
_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____ _____ _____ _____
Clete Saunier, **Date** **Christy Ramirez,** **Date**
Public Works Director **Finance Director**

_____ _____
Dan Singer, **Date**

EXHIBIT "C"
COMPENSATION

HOURLY RATE SCHEDULE

Psomas Hourly Rate Schedules

Civil/Traffic Engineering

Effective from January 1, 2023 - December 31, 2023

Administrative/Project Assistant	$95–$125
Drafter/Design Drafter	$125–$160
Civil Engineering Designer/Engineer	$115–$150
Planners/Assistant Planner/Expeditor/Senior Planner	$115–$185
Project Designer/Professional Engineer/Project Engineer	$150–$180
Sr. Project Engineer	$180–$220
Project Management	$180–$260
Principal/Director	$235–$335

Environmental Services

Effective through 12/31/2027

Principal-in-Charge	$306
QA/QC Manager	$276
Air Quality, Climate Change and Noise Manager	$259
Regulatory Permitting Manager	$236
Senior Project Manager, Environmental	$270
Senior Environmental Planner	$199
Senior Restoration Ecologist	$203
Senior Project Manager/Biological Resources Manager	$242
Senior Archaeologist/Paleontologist	$201
Project Manager I	$163
Project Manager II	$180
Project Manager III	$199
Environmental Planner	$142
Regulatory Permitting Specialist	$203
Senior Field Technician[1]	$134
Certified Arborist	$152
Assistant Project Manager, Environmental	$167
Senior Biologist/Senior Ecologist	$180
Air Quality, Climate Change, and Noise Specialist	$146
Environmental Analyst	$134
Biologist	$154
Archaeologist/Paleontologist	$122
Field Technician	$115
GIS Manager	$188
Senior GIS Analyst	$176
GIS Specialist	$118
Graphic Artist	$140
Technical Writer/Editor	$119
Word Processor	$141
Project Assistant/Administrative Assistant	$141

[1] Air Quality/Climate Change/Noise Analysis, Biological Resources, and Cultural Resources

Survey and Geospatial Services

IN-OFFICE SERVICES – Effective from January 1, 2023 - December 31, 2025

Administrative/Project Assistant	$95–$125
Surveyor/Project Surveyor/GIS Specialist/Photogrammetrist	$115–$190
Sr. Project Surveyor/Sr. GIS Specialist	$180–$220
Project Management	$180–$260
Principal/Director	$235–$335

FIELD SERVICES – Effective from October 1, 2022 - September 30, 2025

One-Person Survey Party	$240–$290
Two-Person Survey Party	$345–$420
Three-Person Survey Party	$440–$530
Field Supervisor	$180–$220

SPECIAL EQUIPMENT AND OTHER COSTS

Effective from October 1, 2022 - September 30, 2025

3D Laser Scanner (Static) [per day]	$250–$300
3D Laser Scanner (Mobile Mapping System) [per day]	$5,000–$6,000

NOTE
Rates include yearly escalation through the end of the contract .

Substructure Utility Detection (SUE)

Effective from June 1, 2023 - December 31, 2026

Utility Detection and CCTV Rates

Project Assistant	$105
Project Coordinator	$185
Project Manager	$220
Principal	$235

FIELD SERVICES

One-Person SUE Crew	$225
Two-Person SUE Crew	$335
Two-Person CCTV Crew	$335
Field Supervisor	$225

Hourly rates for SUE crews include normal usage of field equipment and are fully equipped rates.

SPECIAL EQUIPMENT AND OTHER COSTS

For survey office and field rates please consult the Survey and Geospatial Services

Fee Schedule Standard computer and technology costs are incorporated into the hourly rates shown above.

Minimum of four (4) hours will be charged per SUE crew deployment.

REIMBURSABLES

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.

The above schedule is for straight time. Overtime will be charged at 135 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates.

Psomas Hourly Rate Schedules

Water/Wastewater Engineering

Effective through 12/31/2023

Project Assistant	$90–$125
Engineering Assistant, Intern	$75–$110
Civil Engineering Designer, Survey Technician	$95–$145
Professional Engineer	$140–$165
Field Survey Coordinator	$140–$180
Project Engineer, Project Surveyor, Resident Engineer/Inspector	$145–$185
Senior Project Engineer, Project Technical Manager	$160–$215
Project Manager	$180–$225
Senior Project Manager, QA/QC Manager, Principal-in-Charge	$200–$275
Two-Man Survey Crew	$285–$380

Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, fringe benefits and fee.
Survey and other specialty equipment will be charged at a per unit per day rate.

Expert witness testimony is two times the normal rate.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

AET & Associates Hourly Rate Schedule

Effective 01/01/2023 through 12/31/2023

Principal/Principal-in-Charge	$205–$235
Project Director/QC Manager	$190–$220
Sr. Project Manager/Sr. Project Engineer/Sr. Network Engr	$160–$200
Associate Engr/Project Engr/Network Engr	$140–$170
Design Engineer	$120–$150
Assistant Engineer	$100–$130
Technician/CAD Operator	$90–$120
Project Coordinator	$75–$100

Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, fringe benefits and fee.

Reimbursables

Mileage at $0.75 per mile or actual cost and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent (10%).

Hydrology and Stormwater Engineering

Effective through 12/31/2023

Project Principal	$245
Senior Project Manager	$210
Project Manager	$186
Senior Project Engineer	$175
Project Engineer	$146
Designer II	$126
Designer	$120
Engineering Technician	$95
Survey Manager	$173
Project Surveyor	$155
Survey Technician	$91
2-Man Survey Crew	$173
Administration	$97
Intern	$60

EEC Environmental Hourly Rate Schedule

Effective 01/01/2023 through 12/31/2023

Staff Engineer	$160
Sr Staff Engineer	$175
Project Engineer - I	$200
Project Engineer - II	$210
Sr Project Engineer - I	$230
Sr Project Engineer - II	$250
Principal Engineer	$275
Project Assistant	$120
Drafter	$140
Technical Editor	$125

This Fee Schedule is adjusted each subsequent year to reflect the economic changes for the new year. The new schedule will apply to existing and new assignments.

Travel
Vehicles used on project assignments will be charged at $100 per day. Mileage is billed at the current rate established by the Internal Revenue Service plus mark up. Per Diem is billed at a cost of $80 per day (except in high cost markets, which will adhere to GSA rates). Airfare, lodging, rental cars and associated expenses are billed at cost plus 15%.

Other Project Charges
The cost of additional report reproduction and special project accounting will be billed as appropriate. Plotting plans are charged by size, black and white or color, and by the number of copies supplied.

T2 Utility Engineers Hourly Rate Schedule

Effective through 12/31/2023

Services	Bill Rate	Overtime	Prevailing Wage	Prevailing Wage OT	Unit
Pothole Under Natural Ground	$650.00	$800.00	$785.00	$1,025.00	per hole
Pothole Under Paving / Concrete	$745.00	$905.00	$880.00	$1,150.00	per hole
Pothole Exceeding 7 feet in Depth	$105.00	$125.00	$130.00	$165.00	per foot
Vacuum Excavation Truck, Crew and Equipment	$335.00	$395.00	$440.00	$520.00	per hour
Concrete / Asphalt Coring, Slurry Backfilling	$165.00	$205.00	$215.00	$240.00	per hour
USA/Designating Paint Removal - Powerwashing	$1,800.00	$2,100.00	$2,200.00	$2,600.00	per day
Administrative Support	$85.00	$112.50	N/A	N/A	per hour
Mobilization: Vac-Truck & Crew	$4.32	$5.68	$5.77	$7.50	per mile
Mobilization: Designating or Survey Truck & Crew	$3.02	$4.08	$4.26	$5.74	per mile

Expenses

Per Diem	GSA rates
Encroachment and Traffic Permits	actual cost
Traffic Control Plans - Engineer Stamped	$700 per sheet
Subcontractors - Asphalt, Traffic Control, Etc.	cost plus 10%
Miscellaneous Expenses	cost plus 10%

Attachment 3

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND TJKM TRANSPORATION CONSULTANT

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND TJKM TRANSPORTATION CONSULTANTS

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 20 23, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") andTJKM Transportation Consultants, a California Corporation, with its principal place of business at 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providingtraffic engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for theOn-Call Engineering and Professional Consulting Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic engineering consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023** to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-

year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two hundred and Fifty Thousand and no cents** ($**250,000.00**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

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

Consultant:	TJKM Transportation 4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588ATTN: Nayan Amin, President
City:	City of Santa Paula PO Box 569Santa Paula, CA 93061 ATTN: Clete Sauiner, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no

such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to

fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work

days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND TJKM Transportation Consultants

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

TJKM Transportation Consultants

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

Documents available at City Clerk's

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

[

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to _____
attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____ _____ _____ _____
Clete Saunier, Public Works Director **Date** **Christy Ramirez, Finance Director** **Date**

_____ _____
Dan Singer, **Date**

EXHIBIT "C"

COMPENSATION



HOURLY RATE SCHEDULE

Principal	$265/hour
Director	245/hour
Senior Project Manager	210/hour
Project Manager	200/hour
Senior Transportation Engineer	185/hour
Transportation Engineer	145/hour
Assistant Transportation Engineer	135/hour
Senior Transportation Planner	185/hour
Transportation Planner	145/hour
Assistant Transportation Planner	135/hour
GIS Specialist	110/hour
Graphics Designer	110/hour
Designer	105/hour
Technical Staff II	95/hour
Administration Staff	90/hour
Production Staff	65/hour

Reimbursable Expenses

Plotting (per sheet)	$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)	.655

All outside services are billed at cost plus a ten percent margin for handling.

Expert Witness charges available upon request.

Rates Effective May 1, 2023

Rates Subject to Change

Attachment 4

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF
SANTA PAULA AND FILIPPIN ENGINEERING

PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND FILIPPIN ENGINEERING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Filippin Engineering, Inc., a California Corporation, with its principal place of business at 354 S. Fairview, Suite D, Goleta, CA 93117 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering and Professional Consulting Service project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional construction management consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City's Representative or designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if

necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand and no cents** (**$250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

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

Consultant: Filippin Engineering, Inc.
354 Fairview, Suite D
Goleta, CA 93117
ATTN: Gino Filippin, P.E.

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

The requirements in this section shall apply to the extent FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND FILIPPIN ENGINEERING, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

FILIPPIN ENGINEERING, INC.

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

By: _____

Its: PRESIDENT

Printed Name: GINO FILIPPIN

By: _____

Its: Vice President

Printed Name: Kelly Wheeler

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

[**PROVISIONS APPLY ONLY IF CONSULTANT SERVICES ARE FEMA-FUNDED**]

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____ _____ _____ _____
Clete Saunier, **Date** **Christy Ramirez,** **Date**
Public Works Director **Finance Director**

Dan Singer,
City Manager

Date

EXHIBIT "C"

Compensation

[Attached behind]

06. HOURLY RATE SCHEDULE

FILIPPIN ENGINEERING, INC.
BILLING RATES

Engineering		Construction Management	
Engineering Technician	$ 125.00	Assistant Construction Manager	$ 175.00
Senior Engineering Technician	$ 135.00	Associate Construction Manager	$ 180.00
		Senior Construction Manager	$ 205.00
Junior Engineer	$ 165.00	Principal Construction Manager	$ 215.00
Assistant Engineer	$ 185.00	Senior Construction Inspector (PW)	$ 165.00
Associate Engineer	$ 195.00	Chief Inspector/Owner's Rep (PW)	$ 170.00
Senior Engineer	$ 205.00	(PW) Prevailing Wage	
Principal Engineer	$ 225.00		
General			
Technical/Clerical Support	$ 115.00	Sub-Consultant	Cost + 10%
Office Engineer	$ 125.00	Reimbursable Expenses	Cost + 10%
Senior Program Manager	$ 205.00	Outside Consultant	Cost + 10%
Community Outreach Coordinator	$ 115.00		

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Billing Rates subject to change for multiple year contracts in conjunction with labor increases, which will be calculated at an increase equal to the CA DIR % increase issued each year.

07. LAWSUIT /LITIGATION HISTORY

Filippin Engineering affirmatively states there is no negative history pertaining to any alleged significant prior or ongoing contract failures, any civil or criminal litigation, or any investigation pending which involves Filippin Engineering. Filippin Engineering has not been judged guilty or liable within the last 5 years for any cause related to the scope of work or activities included in this Statement of Qualifications.

08. FINANCIAL INTEREST

Filippin Engineering has no current or past financial relationships or agreements with the City of Santa Paula, its staff, Members of Council, or any other related interests. However, as an active and committed member of the Santa Paula community, and a local firm with a physical business in town, we share a personal interest in the continued improvement, advancement, and success of the City. We hope that our participation in the community will help contribute to positive growth that will benefit all!

09. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

- Legal Entity Name: Filippin Engineering
- Legal Entity Type: Corporation
- Status: Active
- Registration Number: 1000025770
- Registration Effective Date: 07/07/2022
- Registration Expiration Date: 06/30/202

Attachment 5

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF
SANTA PAULA AND GENERAL
TECHNOLOGIES AND SOLUTIONS

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
GENERAL TECHNOLOGIES AND SOLUTIONS (GTS)

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and General Technologies and Solutions (GTS) LLC, a California Limited Liability Company, with its principal place of business at 11900 W. Olympic Blvd, Ste 450, Los Angeles, CA 90064 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering and Professional Consulting Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic engineering consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30,

2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand and no cents ($250,000.00)** per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: General Technologies and Solutions (GTS)
11900 W. Olympic Blvd., Ste. 450
Los Angeles, CA 90064
ATTN: Rawad Hani, PE

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

This requirements in this section shall apply to the extent FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND GENERAL TECHNOLOGIES AND SOLUTIONS (GTS)

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer, City Manager

Approved as to Form:

_____
Monica Castillo, Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

GENERAL TECHNOLOGIES AND SOLUTIONS (GTS)

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

By: _____

Its: PRINCIPAL

Printed Name: RAWAD HAWI

By: _____

Its: PRINCIPAL

Printed Name: RAWAD HAWI

EXHIBIT "A"

SCOPE OF SERVICES

AND

COMPENSATION

[Documents available for viewing at City Clerk's Office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

[**PROVISIONS APPLY ONLY IF CONSULTANT SERVICES ARE FEMA-FUNDED**]

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to

_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

_____	_____	_____	_____
Clete Saunier,	**Date**	**Christy Ramirez,**	**Date**
Public Works Director		**Finance Director**	

_____ _____

Dan Singer,
City Manager

Date

EXHIBIT "C"

Compensation

[Attached behind]

Hourly Rate Schedule

PROJECT/PROGRAM TITLE: **City of Santa Paula On-Call Traffic Engineering Services**
Name: **General Technologies and Solutions (GTS)**
Rates Effective Beginning: **July 1, 2022** Ending: **June 30, 2023**

Labor Category/Grade	
Labor Category/Grade	**Hourly Fully-Loaded Rate**
Principal L7	$230.00 - $280.00
Engineer / Planner / Analyst (L6)	$190.00 - $230.00
Engineer / Planner / Analyst (L5)	$170.00 - $210.00
Engineer / Planner / Analyst (L4)	$150.00 - $190.00
Engineer / Planner / Analyst (L3)	$140.00 - $180.00
Engineer / Planner / Analyst (L2)	$120.00 - $160.00
Engineer / Planner / Analyst (L1)	$110.00 - $140.00
Project Admin / CAD / Graphics (L4)	$140.00 - $200.00
Project Admin / CAD / Graphics (L2)	$110.00 - $140.00
Intern (L1)	$90.00 - $120.00

Yearly escalations are limited to the highest of consumer price index (CPI) or 5%.
Mileage is charged per the maximum allowable IRS rate.
Other expenses (surveys, printing, etc.) will be charged at cost plus 10%.

Lawsuit/Litigation History

GTS has never had any lawsuits or arbitration proceedings that have been initiated by or against GTS.

Financial Interests

GTS does not have any existing or past financial relationships, including agreements between GTS and proposed subcontractors, with current members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past, and present.

DIR Certification

Registration Number: 1000060827

Insurance

GTS has reviewed the City's insurance coverage requirements and said insurance coverages will be obtained and be in force upon execution of a Professional Services Agreement with the City.

Attachment 6

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY
OF SANTA PAULA AND MINAGAR &
ASSOCIATES, INC.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND MINAGAR & ASSOCIATES, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Minagar & Associates, Inc., a California Corporation, with its principal place of business at 23282 Mill Creek Drive, Suite 120, East Tower, Laguna Hills, CA 92653 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering and Professional Consulting Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic engineering consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than (1) one additional one-

year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** (**$250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Minagar & Associates, Inc.
23282 Mill Creek Dr., Suite 120, East Tower
Laguna Hills, CA 92653
ATTN: Fred Minagar, PE

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

The requirements in this section shall apply to the extent FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND MINAGAR & ASSOCIATES, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

MINAGAR & ASSOCIATES, INC.

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

By: Fred Minagar

Its: President

Printed Name: FRED MINAGAR

By: Fred Minagar

Its: Secretary

Printed Name: FRED MINAGAR

EXHIBIT "A"
SCOPE OF SERVICES

[Due to page volume, this exhibit is intentionally omitted. A copy of the entire agreement is available at the City Clerk's office]

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

[**PROVISIONS APPLY ONLY IF CONSULTANT SERVICES ARE FEMA-FUNDED**]

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 525-4478

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to _____ _____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

Clete Saunier, Public Works Director	Date	Christy Ramirez, Finance Director	Date

Dan Singer,
City Manager

Date

EXHIBIT "C"
COMPENSATION

[Attached Behind]

Section 6: Hourly Rate Schedule

MINAGAR & ASSOCIATES, INC.
ITS – Traffic/Civil/Electrical Engineering – Transportation Planning – Homeland Security & CEM Consultants

29 YEARS 1993 - 2022

2023 Schedule of Rates for the City of Santa Paula

	CLASSIFICATION	HOURLY BILLING RATE	Raw/ Actual/ Payroll RATE	Effective date of hourly rate	
				From	To
1	Principal-in-Charge	$224.92	$80.69	01/01/2023	12/31/2023
2	Project Director	$224.92	$80.69	01/01/2023	12/31/2023
3	Principal Engineer	$224.92	$80.69	01/01/2023	12/31/2023
4	Senior Project Manager	$199.83	$71.69	01/01/2023	12/31/2023
5	Field Manager/ Construction	$127.36	$45.69	01/01/2023	12/31/2023
6	City Traffic Engineer	$179.79	$64.50	01/01/2023	12/31/2023
7	Principal Systems/ Electrical Engineer	$180.62	$64.80	01/01/2023	12/31/2023
8	Senior Designer/Engineer/Planner	$167.24	$60.00	01/01/2023	12/31/2023
9	Project Engineer/Planner	$99.92	$35.85	01/01/2023	12/31/2023
10	Traffic/Transportation Engineer	$75.26	$27.00	01/01/2023	12/31/2023
11	Engineering Assistant	$62.72	$22.50	01/01/2023	12/31/2023
12	Planning Assistant	$50.17	$18.00	01/01/2023	12/31/2022
13	Admin Assistant/Intern	$48.78	$17.50	01/01/2023	12/31/2023

Updated January 1, 2023

NOTES:

1. Mileage is based on the IRS 2023 Mileage Rate.
2. The Annual Escalation Rate Shall be per CPI for Santa Paula Area for the duration of the contract.

23282 Mill Creek Drive, Suite 120, Laguna Hills, CA 92653
Tel: (949) 707-1199
Web: www.minagarinc.comu

MINAGAR & ASSOCIATES, INC.

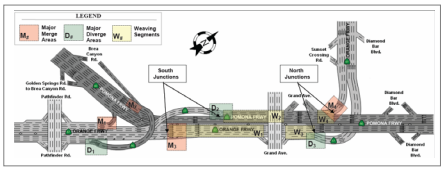
ITS - Traffic/Civil/Electrical Engineering - Transportation Planning - Homeland Security - CEM

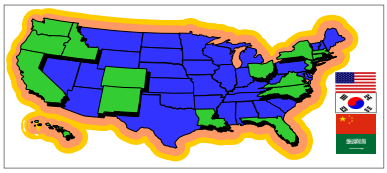
2019	Winner of the Orange County Engineering Council's Outstanding Service Award
2016	Winner of the ASCE's Outstanding Civil Engineer in the Private Sector Award in the State of California
2016	Winner of the ASCE Los Angeles Section's Outstanding Civil Engineer in the Private Sector Award
2016	Winner of the ASCE Orange County Chapter's Outstanding Civil Engineer in the Private Sector Award
2016	Certificate of Recognition for Dedication to Support the ELTP Program by Los Angeles County MTA/Metro
2016	Winner of the Orange County Engineering Council's Outstanding Engineering Service Award
2015	Orange County Business Journal's 2015 Excellence in Entrepreneurship Award Nominee
2014	Orange County Business Journal's 2014 Excellence in Entrepreneurship Award Nominee
2012	Winner of Cal-EPA/California Air Resources Board's Cool California Climate Leader
2011	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles
2011	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles
2010	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles
2009	Winner of the ASCE's Outstanding Private Sector Civil Engineering Project in Metropolitan Los Angeles
2009	Winner of the Caltrans' 2009 Excellence in Transportation Award in the State of California
2007	Winner of the ASCE's Outstanding Public/Private Sector Civil Engineering Project in Metropolitan Los Angeles
2005	Winner of the APWA's Best Traffic Congestion Mitigation Project of the Year in Southern California
2004	Top Nominee of Transportation Foundation's Highway Management Program in the State of California
2003	Winner of the PTI's Best Transportation Technology Solutions Award in the United States
2002	Winner of the ITS-CA's Best Return on Investment Project Award in the State of California
2000	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles



Celebrating 30 Years of Planning & Engineering Excellence

- **Traffic Engineering**
- **Transportation Planning**
- **ITS (Intelligent Transportation Systems)**
- **Civil/Electrical Engineering**
- **Homeland Security**
- **Construction Engineering Management**





MINAGAR & ASSOCIATES, INC.
23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653

Tel: (949)707-1199
Web: **www.minagarinc.com**

30 Years of Engineering & Planning Excellence



Attachment 7

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY
OF SANTA PAULA AND M6
CONSULTING, INC.

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES BETWEEN THE
THE CITY OF SANTA PAULA
AND
M6 CONSULTING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and m6 Consulting, Inc., a California corporation, with its principal place of business at 4165 E. Thousand Oaks Blvd., Suite 355, Westlake Village, CA 91362 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing civil engineering, project management, traffic engineering and hydrology and stormwater services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering and Professional Consulting Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional civil engineering, project management, traffic engineering and hydrology and stormwater consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference (“Services”). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30,

2026 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. The City shall exercise this option by giving Consultant written notice at least ninety (90) days before the expiration date of this Agreement. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** (**$250,000**) 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.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever. Payment will be contingent on the budget approved by City's governing body for any particular fiscal year during the term of this Agreement. To help ensure City has sufficient funds to timely compensate Consultant, City and Consultant agree that City will not pay Consultant more than $250,000.00 per fiscal year for the term of this Agreement ("Annual Compensation") excluding duly approved Extra Work. It is the Consultant's responsibility not to perform work that will exceed its Annual Compensation or the maximum compensation in Section 3.2.1.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City

and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

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

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

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

all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made

to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution,

testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

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

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

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

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

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

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: M6 Consulting, Inc.
4165 E. Thousand Oaks Blvd, Suite 355
Westlake Village, CA 91362
ATTN: Robert P. Woodward, PE

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Clete J. Saunier, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

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

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal

action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants

of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions. FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND M6 CONSULTING, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

M6 CONSULTING, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

Document available at City Clerk's office

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost.

To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Issued under **AGREEMENT FOR SERVICES**, dated _____

Project Name:
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Project Description:
Provide _____ consulting services to the City of Santa Paula.

Description of Services to be Performed by Consultant under this Task Order:
The City of Santa Paula authorizes the Consultant (_____) to
_____
_____attached _____proposal dated _____(Exhibit A).

Time for Completion:
The Consultant shall complete the work __ months from executed Task Order.

Cost Estimate:
Task Order # __ hereby authorizes payment in the amount of $_____. This project will be completed on a time and materials basis in accordance with the Standard Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**
Recommended/Approved By:

_____ _____ _____
Clete Saunier, **Date** **Christy Ramirez,**
Date
Public Works Director **Finance Director**

_____ _____
Dan Singer, **Date**
City Manager

EXHIBIT "C"

Compensation

[Attached behind]

Schedule of Hourly Rates

m6 Personnel Services:	Hourly*
Project Manager	$165.00
Project Engineer	$165.00
Staff Engineer	$145.00
Permit Engineer	$135.00
Civil Engineer	$175.00
Structural Engineer	$175.00
Traffic Engineer	$195.00
Hydrology/Hydraulic Engineer	$175.00
Soils/Geotechnical Engineer	$175.00
Environmental Specialist	$175.00
City Engineer	$195.00
Principal Engineer	$225.00
Professional Land Surveyor	$200.00
Map Review/City Surveyor	$195.00
1 Man Survey Crew	$240.00
2 Man Survey Crew	$300.00
Minimum Survey Trip Charge	$950.00
Public Works Inspector	$115.00
Construction Inspector	$105.00
CAD Specialist	$120.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

Miscellaneous Charges:	Hourly
Administration	$75.00
Direct Costs	Cost+15%
Outside Reproduction	Cost +15%
Materials & Expenses	Cost + 15%
Mileage (Portal to Portal)	$0.655/Mile

Copyright 2023 m6 Consulting, Inc. - All Rights Reserved

Effective January 1, 2023

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY SERVICES OFFICER (CSO) ASSOCIATION

Date: October 4, 2023

Agenda Item: 9.C

RECOMMENDATION:

Approve Resolution No. 7482, approving the Memorandum of Understanding between the City of Santa Paula and the Community Services Officer (CSO) Association for the period of October 4, 2023 through June 30, 2025

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Community Services Officer Association (CSO) expired on June 30, 2023. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the CSO towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process. The CSO membership has ratified the tentative agreement. This action tonight seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with the CSO expired on June 30, 2023. The City's negotiations team and the CSO representatives have reached a two-year agreement with a 9% cost-of-living adjustment (COLA) over the term of the agreement. The attached resolution implements the tentative agreement reached with the CSO's.

Below are key items that have been negotiated:

- Term of the Agreement shall be from October 4, 2023 through June 30, 2025.
- Effective the first full pay period following October 4, 2023 ratification of this Agreement by CSO's and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages or salaries, as applicable. Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.
- Phased Cafeteria increase from $1250.00 to $1450.00 over the term of the agreement.
- New Christmas Eve Holiday

- Tuition Reimbursement Assistance increase from $2500.00 to $3000.00 per fiscal year.
- City matching Deferred Compensation Plan contribution of up to 1% of the employee's base salary.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

The fiscal impacts associated with this item have been included in the current two year budget cycle.

OPTIONS:

1. Adopt Resolution No. 7482, approving the Memorandum of Understanding between the City of Santa Paula and the Community Services Officer Association for the period of October 4, 2023 through June 30, 2025.
2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution_No._7482.docx
Exhibit A to Resolution No. 7482.doc
Exhibit B to Resolution No. 7482
Redline.pdf

RESOLUTION NO. 7482

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF SANTA PAULA AND THE COMMUNITY SERVICES OFFICER ASSOCIATION AND AMENDING THE ADOPTED 2023-25 SALARY SCHEDULE

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Community Services Officer Association, a duly recognized employee organization representing non-sworn employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours and the terms and conditions of employment for contract years 2023-2025.

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

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2023-2025 between the City of Santa Paula and the Community Services Officer Association. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: The City Council amends the adopted 2023-25 salary schedule, as respectively shown in Exhibit "B".

SECTION 4: This Resolution will become effective as identified in Exhibit A and Exhibit B, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED this 4th of October, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

_____
Daniel Singer, City Manager

Community Service Officers

Memorandum of Understanding

2023-2025

City of Santa Paula

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milian-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Santa Paula Community Services Officers Unit (CSO) hereinafter designated as "Unit".

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

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

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

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2023- 2025 commencing October 4, 2023 through June 30, 2025.

UNDERSTANDING AND AGREEMENTS

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

1. EXCLUSIVE REPRESENTATION

This memorandum covers the classifications listed in Exhibit “A”.

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

2. UNIT RIGHTS

2.1 Labor-Management Meetings

MOU EMPLOYEE REPRESENTATION

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

CONSULTATION

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

2.2 Unit Information

Unit materials provided by the Unit will be provided to eligible employees as a part of the new orientation process. The Unit will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related

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

4. SALARY COMPENSATION

4.1 SALARY COMPENSATION

Effective the first full pay period following October 4, 2023 ratification of this Agreement by SEIU and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.

4.1.1 Step Increase

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

4.1.2 Evaluations

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

4.2 Base Wages

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

4.3 Regular Rate of Pay

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

4.4 Direct Deposit

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

5. HOURS OF WORK

5.1 Work Cycle

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

5.2 Regular Work Day

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

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

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Unit members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

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

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Effective the first full pay period following Council adoption, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

Overtime will be paid in compliance with FLSA at a rate of 1-1/2 times the employee's regular base hourly rate of pay or a unit employee may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, on the ratio of 1-1/2 hours earned in compensatory time for each hour actually worked. Hours worked will also not include sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Callback

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of 1 1/2 times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two-hour minimum period; therefore, the "minimum of two hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

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

6.2.1 On-Call Pay

Unit employees eligible for On-Call Pay shall be compensated an additional $20.00 dollars per day. The Investigations Supervisor shall be responsible for determining if On-Call Pay is needed and providing a schedule on a monthly basis.

6.2.2 Special Contract Detail

In the event that the City assigns unit employees to special event detail, such as, but not limited to movie, television or commercial filming, each employee assigned to work such detail shall receive payment at two (2) times their normal hourly rate as long as the City is reimbursed.

6.2.3 Court Standby

Unit personnel placed on court standby time "on call" during their off-duty times who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive thirty-five dollars ($35) per standby shift. The maximum compensation per work period (twenty-eight (28) day period) per employee for court standby is one hundred and forty dollars ($140). Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department in the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

6.3 Limitation of Overtime

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

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head. Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

7. SHIFT DIFFERENTIALS

7.1 Night Differential

The City agrees to grant the Unit an immediate reopener prior to implementing a shift that qualifies for night differential (shift that requires an employee to work a minimum of fifty percent (50%) of his or her shift between the hours of 6:00 PM and 8:00 AM).

7.2 Dispatcher Pay

Unit personnel will be paid at the step in the Dispatcher's salary schedule which aligns with the Unit member's years of dispatching experience, when working in a dispatcher capacity.

7.3 Collateral Duties Pay

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out these assignments at the discretion of the Police Chief. Assignments receiving additional compensation include:

A. Crime Scene Investigation (CSI): Unit personnel assigned as a Crime Scene Investigator will receive an additional three percent (3%) over his or her base wage. At no time is this to be considered an investigator position for example, like a Detective.

B. Public Information Officer (PIO): Unit personnel assigned as a Public Information Officer (PIO) will receive an additional three percent (3%) over his or her base wage.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $3000 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform Allowance

The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, one (1) pair of work boots/shoes; tailoring and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $67.31 bi-weekly ($1,750 annually).

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

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. Effective June 1, 2008, all eligible employees will receive $1300.00 per year ($50.00 per pay period).

8.4 Emergency Disasters

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

8.5 Educational Incentive

Unit Personnel with an Associate's Degree shall receive a salary adjustment of three (3%) percent above their base wages.

Unit Personnel with a Bachelor's Degree shall receive a salary adjustment of five (5%) percent above their base wages.

Unit Personnel with a Master's Degree shall receive a salary adjustment of eight (8%) percent above their base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to Human Resources for verification.

.

HOLIDAYS

9. HOLIDAY LISTING

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of sixty-three (63) hours paid at straight time to be used exclusively for City observed holidays.

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

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available.

The following days are considered holidays:

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

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10. VACATION

10.1 Vacation Entitlement

Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in the excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment.

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

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it wi11 be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

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

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

10.2.1 Vacation Credit

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

to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 240-hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

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

10.2.4 Effect of Termination on Vacation

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

10.2.5 Status Report of Accrued Vacation Leave

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

10.2.6 Vacation/ Compensatory Leave Buyback

Unit employees may buyback vacation and compensatory time off with continuous years of service as follows:

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

To be eligible to buyback vacation, or compensatory leave, employees must meet the following criteria:

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

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

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

10.2.7 Compensatory Time

Compensatory time off may be accumulated to a maximum of forty (40) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than forty (40) hours at any given time. Any time in excess of forty (40) hours shall be paid as overtime.

11. SICK LEAVE

11.1. Usage

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

11.2 Over 3-Day Absence

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

11.3 Leave Transfer

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

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

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

3. All transfers shall be anonymous to the transferee.

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

11.4 Bereavement

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse.

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

11.5 Maternity and Paternity Leave

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

11.6 Exceptions

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

11.7 Exhaustion of Sick Leave

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

11.8 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which

PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.9 Doctor/Dentist Visits

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

12. INDUSTRIAL ACCIDENT LEAVE

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

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

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

employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

12.1 Modified Duty

City and Unit agree to the Modified Duty policy as stated in the Personnel Rules and Regulations with the exception that all modified duty need not be necessarily confined to the employees department. Depending on the doctor's release to return to work, which indicates the employees capabilities, will determine if an employee will be assigned to another department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

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

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

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

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

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

13.2 Leave of Absence Without Pay

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

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

13.3 Family Care and Medical Leave

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

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or applied to the Ventura County Credit Union or an individual account administered by the City. Cafeteria Plan options include health, dental, vision.

Effective the first full pay period commencing on or after December 1, 2023, the City shall provide $1350.00 per month ($675.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December 2024, the City shall provide $1450 per month ($725.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

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

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

14.2 Eligibility

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

14.3 Selection

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

14.4 Enrollment

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

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the $650 annual fee and the $4.95 per enrolled employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st the City reserves the right to discontinue its participation in the Plan.

14.6 Gym Membership

City shall reimburse the annual sum for the payment of membership fees for a physical fitness program available to Unit employees after receiving permission from Human Resources to approve the health club. This amount shall not exceed the actual membership fee paid or $300 per Unit employee who enrolls in that program, whichever is less. Eligibility for Gym membership guidelines and reimbursement will be in accordance with the City's Wellness and Fitness Program Reimbursement Policy.

14.7 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee.

14.8 City Matching Contribution to Deferred Compensation Plan

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

15. RETIREMENT

15.1 PERS Plan

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

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

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

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

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

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

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

All Unit members pay their portion of the member's employee contribution to CalPERS.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

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

16.2 Work Site Safety Practices

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

16.3 Reporting Unsafe Conditions

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

16.4 Investigations

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

16.5 Safety Equipment

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

16.6 Orientation Period

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

16.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

16.8 Cooling-Off Period

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

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

18. CONCERTED ACTIVITIES

18.1 Definition Strike/Work Stoppage

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

18.2 No Strike Clause

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

18.3 Lockout

The City agrees not to engage in any lockout.

18.4 Court Enforcement

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

19. GRIEVANCE

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

20. DISCIPLINARY ACTION

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

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

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

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

22. SEVERABILITY

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

23. TERM

This Agreement shall be in effect from October 4, 2023 through June 30, 2025. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

24. FINALITY OF RECOMMENDATIONS

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

COMMUNITY SERVICES OFFICERS UNIT

_____
Gena Rios

_____
Jasmine Freeman

CITY OF SANTA PAULA

_____
Irma Rodriguez-Moisa
Chief Labor Negotiator

_____
Lorena Alvarez
Human Resources Administrador

EXHIBIT “A”

POSITION CLASSIFICATION

Job Class:	**Position Title**
500 CSO	
	Community Services Officer
	Evidence Technician
	Records Clerk

FY 2023/24 SALARY SCHEDULE

	Position	%	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
100	CITY MANAGER	5.0%	102.93	-	-	-	-	214,094.40	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	5.0%	58.31	61.23	64.30	67.52	70.90	121,284.80	127,358.40	133,744.00	140,441.60	147,472.00
103	PARKS & RECREATION DIRECTOR	5.0%	61.05	64.11	67.32	70.69	74.23	126,984.00	133,348.80	140,025.60	147,035.20	154,398.40
106	PLANNING DIRECTOR	5.0%	63.10	66.26	69.58	73.06	76.72	131,248.00	137,820.80	144,726.40	151,964.80	159,577.60
107	FINANCE DIRECTOR/CITY TREASURER	5.0%	62.30	65.42	68.70	72.14	75.75	129,584.00	136,073.60	142,896.00	150,051.20	157,560.00
108	PUB WORKS DIR/CITY ENGINE	5.0%	69.04	72.50	76.13	79.94	83.94	143,603.20	150,800.00	158,350.40	166,275.20	174,595.20
109	POLICE CHIEF	5.0%	70.85	74.40	78.12	82.03	86.14	147,368.00	154,752.00	162,489.60	170,622.40	179,171.20
110	ASSISTANT CITY MANAGER	5.0%	69.44	72.92	76.57	80.40	84.42	144,435.20	151,673.60	159,265.60	167,232.00	175,593.60
111	CHIEF TECHNOLOGY OFFICER	5.0%	58.97	61.92	65.02	68.28	71.70	122,657.60	128,793.60	135,241.60	142,022.40	149,136.00
202	ASSISTANT FINANCE DIRECTOR	5.0%	46.09	48.40	50.82	53.37	56.04	95,867.20	100,672.00	105,705.60	111,009.60	116,563.20
205	POLICE COMMANDER	5.0%	59.05	62.01	65.12	68.38	71.80	122,824.00	128,980.80	135,449.60	142,230.40	149,344.00
207	ASSISTANT PUB WORKS DIRECTOR	5.0%	56.28	59.10	62.06	65.17	68.43	117,062.40	122,928.00	129,084.80	135,553.60	142,334.40
208	CHIEF BUILDING OFFICIAL	5.0%	43.37	45.54	47.82	50.22	52.74	90,209.60	94,723.20	99,465.60	104,457.60	109,699.20
209	ASSISTANT POLICE CHIEF	5.0%	64.25	67.47	70.85	74.40	78.12	133,640.00	140,337.60	147,368.00	154,752.00	162,489.60
213	PLANNING COMMISSIONER	AP	50.00	-	-	-	-					
214	PLANNING MANAGER	5.0%	48.37	50.79	53.33	56.00	58.80	100,609.60	105,643.20	110,926.40	116,480.00	122,304.00
215	WATER OPERATIONS SUPERINTENDENT	5.0%	52.54	55.17	57.93	60.83	63.88	109,283.20	114,753.60	120,494.40	126,526.40	132,870.40
258	PLANNER, ASSISTANT/GIS ANALYST	5.0%	31.81	33.41	35.09	36.85	38.70	66,164.80	69,492.80	72,987.20	76,648.00	80,496.00
259	ENGINEERING TECH. SR.	5.0%	32.61	34.25	35.97	37.77	39.66	67,828.80	71,240.00	74,817.60	78,561.60	82,492.80
263	PLANNER, ASSOCIATE	5.0%	36.04	37.85	39.75	41.74	43.83	74,963.20	78,728.00	82,680.00	86,819.20	91,166.40
265	MANAGEMENT ANALYST	5.0%	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
268	ACCOUNTANT	5.0%	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
272	WATER SUPERVISOR	5.0%	35.97	37.77	39.66	41.65	43.74	74,817.60	78,561.60	82,492.80	86,632.00	90,979.20
273	PURCHASING AGENT	5.0%	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
274	SR. RECORDS SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
275	ADMINISTRATIVE ANALYST I	5.0%	23.90	25.10	26.36	27.68	29.07	49,712.00	52,208.00	54,828.80	57,574.40	60,465.60
276	RECREATION SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
277	PARKS & FACILITIES SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
278	FLEET SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
279	STREETS MAINTENANCE SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
280	ADMINISTRATIVE ANALYST II	5.0%	29.88	31.38	32.95	34.60	36.33	62,150.40	65,270.40	68,536.00	71,968.00	75,566.40
281	ASSOCIATE ENGINEER	5.0%	42.50	44.63	46.87	49.22	51.69	88,400.00	92,830.40	97,489.60	102,377.60	107,515.20
282	EMERGENCY SERVICES COORDINATOR	5.0%	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
283	CITY CLERK	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
301	CUSTODIAN	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
302	CUST SERVICES REP	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
304	WATER DISTRIBUTION OPERATOR I	5.0%	23.98	25.18	26.44	27.77	29.16	49,878.40	52,374.40	54,995.20	57,761.60	60,652.80
309	ADMINISTRATIVE ASSISTANT	5.0%	20.05	21.06	22.12	23.23	24.40	41,704.00	43,804.80	46,009.60	48,318.40	50,752.00
311	ANIMAL SERVICES COORDINAT	5.0%	20.95	22.00	23.10	24.26	25.48	43,576.00	45,760.00	48,048.00	50,460.80	52,998.40
313	SR. ADMINISTRATIVE ASST.	5.0%	21.05	22.11	23.22	24.39	25.61	43,784.00	45,988.80	48,297.60	50,731.20	53,268.80
314	WATER DISTRIBUTION OPERATOR II	5.0%	25.17	26.43	27.76	29.15	30.61	52,353.60	54,974.40	57,740.80	60,632.00	63,668.80
315	MECHANIC I	5.0%	21.27	22.34	23.46	24.64	25.88	44,241.60	46,467.20	48,796.80	51,251.20	53,830.40
318	WATER TREATMENT/PROD OPERATOR I	5.0%	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
320	WATER TREATMENT/PROD OPERATOR II	5.0%	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
321	WATER DIST OPERATOR III	5.0%	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
322	LEAD WATER DIST OPERATOR	5.0%	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
323	BUILDING INSPECTOR I	5.0%	24.94	26.19	27.50	28.88	30.33	51,875.20	54,475.20	57,200.00	60,070.40	63,086.40
324	MECHANIC II	5.0%	26.63	27.97	29.37	30.84	32.39	55,390.40	58,177.60	61,089.60	64,147.20	67,371.20
325	WATER DIST WORKER IV	5.0%	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
326	BUILDING INSPECTOR II	5.0%	30.30	31.82	33.42	35.10	36.86	63,024.00	66,185.60	69,513.60	73,008.00	76,668.80
328	ENGINEERING TECH/INSPECTO	5.0%	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
329	SENIOR ACCOUNTING TECHNIC	5.0%	22.25	23.37	24.54	25.77	27.06	46,280.00	48,609.60	51,043.20	53,601.60	56,284.80
330	EQUIPMENT MAINT LEADWORK	5.0%	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
331	FACILITIES MAINT LEADWORK	5.0%	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
332	FAC MAINT WRK I	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
333	FAC MAINT WRK II	5.0%	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
334	MAINTENANCE WRK I	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
335	MAINTANENCE WRK II	5.0%	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
336	LEAD WATER TREAT & PROD OPERATOR	5.0%	29.13	30.59	32.12	33.73	35.42	60,590.40	63,627.20	66,809.60	70,158.40	73,673.60
339	STREET MAINT LEADWORKER	5.0%	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
340	WASTEWATER LEADWORKER	5.0%	23.26	24.43	25.66	26.95	28.30	48,380.80	50,814.40	53,372.80	56,056.00	58,864.00
341	WASTEWATER COLL WRK I	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
342	WASTEWATER COLL WRK I	5.0%	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
343	COMMUNITY DEVELOPMENT TECHNICIAN	5.0%	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
344	RECREATION PROGRAM COORDINATOR	5.0%	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60
345	PERMIT TECHNICIAN	5.0%	27.95	29.35	30.82	32.37	33.99	58,136.00	61,048.00	64,105.60	67,329.60	70,699.20

346	ENGINEERING TECH I	5.0%	24.26	25.48	26.76	28.10	29.51	50,460.80	52,998.40	55,660.80	58,448.00	61,380.80
347	ENGINEERING TECH II	5.0%	28.08	29.49	30.97	32.52	34.15	58,406.40	61,339.20	64,417.60	67,641.60	71,032.00
348	LEAD PARK AND ABATEMENT SPECIALIST	5.0%	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60
349	ACCOUNTING SPECIALIST	5.0%	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
350	WATER SYSTEMS OPERATOR I	5.0%	27.75	29.14	30.60	32.13	33.74	57,720.00	60,611.20	63,648.00	66,830.40	70,179.20
351	WATER SYSTEMS OPERATOR II	5.0%	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
352	WATER SYSTEMS OPERATOR III	5.0%	30.60	32.13	33.74	35.43	37.21	63,648.00	66,830.40	70,179.20	73,694.40	77,396.80
353	WATER SYSTEMS OPERATOR IV	5.0%	32.13	33.74	35.43	37.21	39.08	66,830.40	70,179.20	73,694.40	77,396.80	81,286.40
354	LEAD WATER SYSTEMS OPERATOR	5.0%	33.74	35.43	37.21	39.08	41.04					
401	PUBLIC SAFETY DISP CLERK	5.0%	24.87	26.12	27.43	28.81	30.26	51,729.60	54,329.60	57,054.40	59,924.80	62,940.80
402	PUB SAFETY DISPATCH SUPER	5.0%	32.16	33.77	35.46	37.24	39.11	66,892.80	70,241.60	73,756.80	77,459.20	81,348.80
403	POLICE OFFICER	5.0%	37.11	38.97	40.92	42.97	45.12	77,188.80	81,057.60	85,113.60	89,377.60	93,849.60
405	POLICE SENIOR	5.0%	41.55	43.63	45.82	48.12	50.53	86,424.00	90,750.40	95,305.60	100,089.60	105,102.40
406	POLICE SERGEANT	5.0%	48.38	50.80	53.34	56.01	58.82	100,630.40	105,664.00	110,947.20	116,500.80	122,345.60
407	POLICE RECRUIT		26.42	-	-	-	-	54,953.60	-	-	-	-
501	COMMUNITY SERVICES OFFICE	5.0%	20.16	21.17	22.23	23.35	24.52	41,932.80	44,033.60	46,238.40	48,568.00	51,001.60
502	EVIDENCE & PROPERTY TECHNICIAN	5.0%	22.33	23.45	24.63	25.87	27.17	46,446.40	48,776.00	51,230.40	53,809.60	56,513.60
503	RECORDS TECHNICIAN	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
703	IT SUPPORT ANALYST	5.0%	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
704	PAYROLL SPECIALIST	5.0%	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
705	EXECUTIVE ASSISTANT	5.0%	22.77	23.91	25.11	26.37	27.69	47,361.60	49,732.80	52,228.80	54,849.60	57,595.20
706	HUMAN RESOURCES ANALYST	5.0%	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
707	HUMAN RESOURCE TECHNICIAN	5.0%	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
801	RECREATION LEADER II	MW-1	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
802	RECREATION LEADER III	MW-2	16.86	17.71	18.60	19.53	20.51	35,068.80	36,836.80	38,688.00	40,622.40	42,660.80
803	COMM SERVICE OFFICER	MW-1	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
804	NUTRITION COORDINATOR	MW-1	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
806	FACILITY ATTENDANT	5.0%	17.16	18.02	18.93	19.88	20.88					
808	SENIOR COORDINATOR	5.0%	20.23	21.25	22.32	23.44	24.62					
809	SECRETARY II	5.0%	21.66	22.75	23.89	25.09	26.35	45,052.80	47,320.00	49,691.20	52,187.20	54,808.00
810	POLICE RESERVE	AP	26.70									
811	CITY INTERN	MW-1	16.05	16.86	17.71	18.60	19.53					
816	PARK ABATEMENT SPECIALIST	5.0%	19.06	20.02	21.03	22.09	23.20					
818	POLICE CADET	MW-1	16.05	16.86	17.71	18.60	19.53					
819	PW FIELD TECHNICIAN	MW-1	16.05	16.86	17.71	18.60	19.53					
820	CRIMINAL INVESTIGATIVE ANALYST	5.0%	36.84	38.69	40.63	42.67	44.81					
821	MECHANIC HELPER	MW-1	16.05	16.86	17.71	18.60	19.53					
822	RECREATION LEADER I / CITY CORP TRAINEE	MW-1	16.05	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	5.0%	27.95	29.35	30.82	32.37	33.99					
900	COUNCILMEMBER	EL	600.00	-	-	-	-					

Notes

10% Engineer's Certificate included in range 108 & 207

The law requires the lesser of 3.5 percent and the rate of change in the averages of the two most recent U.S. CPI-W unless those averages are negative. If negative, no increase or decrease

Minimum wage of $16.05 is based on assumed increase of 3.5%. This change will only become effective if and when California law is changed requiring this increase
Rec Leader III will be adjusted at 5% above Rec Leader II should minimum wage increase

CSO MOU pending approval. Rates highlighted subject to approval of Council on 10/4/2023

Community Service Officers

Memorandum of Understanding

2023-2025~~3~~

City of Santa Paula

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milian-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Santa Paula Community Services Officers Unit (CSO) hereinafter designated as "Unit".

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

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

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

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year ~~2021~~2023- ~~2023~~ 2025 commencing ~~July 1, 2021~~October 4, 2023 through June 30, ~~2023~~2025.

UNDERSTANDING AND AGREEMENTS

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

1. EXCLUSIVE REPRESENTATION

This memorandum covers ~~Regular Full Time Community Service Officer employees~~ the classifications listed in Exhibit "A".

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

2. UNIT RIGHTS

2.1 Labor-Management Meetings

MOU EMPLOYEE REPRESENTATION

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

CONSULTATION

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

2.2 Unit Information

Unit materials provided by the Unit will be provided to eligible employees as a part of the new orientation process. The Unit will be responsible for supplying materials.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related

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

4. SALARY COMPENSATION

4.1 SALARY COMPENSATION

Effective the first full pay period following October 4, 2023 ratification of this Agreement by SEIU and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.

Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.

~~The base wages for Records Technician have been adjusted to a starting rate of $18/hr effective the first full pay period following adoption of the agreement by the City Council and $19/hr effective the first full pay period commencing on or after July 1, 2022.~~

~~The base wages for Community Service Officers has been adjusted to a starting rate of $18/hr effective the first full pay period following adoption of the Agreement by the City Council, for a 3.33% increase, with a 2% Cost of Living Adjustment, (split equally between the two CSO positions, for a 4.33% increase effective the first full pay period following adoption of the Agreement by the City Council through June 30, 2022, and 5.67% effective the first full~~

~~pay period commencing on or after July 1, 2022.~~

~~These wages are inclusive of the Cost of Living Adjustment (COLA) of 2% for the 3 current members effective the first full pay period following adoption of the Agreement by the City Council through June 30 2022, and 2.5% Cost of Living Adjustment (COLA) for all unit members effective the first full pay period commencing on or after July 1, 2022.~~

4.1.1 Step Increase

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

4.1.2 Evaluations

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

4.2 Base Wages

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

4.3 Regular Rate of Pay

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

4.4 Direct Deposit

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

5. HOURS OF WORK

5.1 Work Cycle

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

5.2 Regular Work Day

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

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

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Unit members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

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

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Effective the first full pay period following Council adoption, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

Overtime will be paid in compliance with FLSA at a rate of 1-1/2 times the employee's regular base hourly rate of pay or a unit employee may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, on the ratio of 1-1/2 hours earned in compensatory time for each hour actually worked. Hours worked will also not include sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty (40) hours of compensatory time may be accrued in a calendar year.

6.2 Callback

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of 1 1/2 times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two-hour minimum period; therefore, the "minimum of two hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

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

6.2.1 On-Call Pay

Unit employees eligible for On-Call Pay shall be compensated an additional $20.00 dollars per day. The Investigations Supervisor shall be responsible for determining if On-Call Pay is needed and providing a schedule on a monthly basis.

6.2.2 Special Contract Detail

In the event that the City assigns unit employees to special event detail, such as, but not limited to movie, television or commercial filming, each employee assigned to work such detail shall receive payment at two (2) times their normal hourly rate as long as the City is reimbursed.

6.2.3 Court Standby

Unit personnel placed on court standby time "on call" during their off-duty times who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive thirty-five dollars ($35) per standby

shift. The maximum compensation per work period (twenty-eight (28) day period) per employee for court standby is one hundred and forty dollars ($140). Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department in the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

6.3 Limitation of Overtime

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

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head. Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

7. SHIFT DIFFERENTIALS

7.1 Night Differential

The City agrees to grant the Unit an immediate reopener prior to implementing a shift that qualifies for night differential (shift that requires an employee to work a minimum of fifty percent (50%) of his or her shift between the hours of 6:00 PM and 8:00 AM).

7.2 Dispatcher Pay

Unit personnel will be paid at the ~~receive the dispatcher rate~~ step in the Dispatcher's salary schedule which aligns with the Unit member's years of dispatching experience , ~~if it is a higher rate,~~ when working in a dispatcher capacity.

7.3 Collateral Duties Pay

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out these assignments at the discretion of the Police Chief. Assignments receiving additional compensation include:

A. Crime Scene Investigation (CSI): Unit personnel assigned as a Crime Scene Investigator will receive an additional three percent (3%) over his or her base wage. At no time is this to be considered an investigator position for example, like a Detective.

B. Public Information Officer (PIO): Unit personnel assigned as a Public Information Officer (PIO) will receive an additional three percent (3%) over his or her base wage.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to $2500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal workday for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform Allowance

The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, one (1) pair of work boots/shoes; tailoring and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $67.31 bi-weekly ($1,750 annually).

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

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. Effective June 1, 2008, all eligible employees will receive $1300.00 per year ($50.00 per pay period).

8.4 Emergency Disasters

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

8.5 Educational Incentive

Unit Personnel with an Associate’s Degree shall receive a salary adjustment of three (3%) percent above their base wages.

Unit Personnel with a Bachelor’s Degree shall receive a salary adjustment of five (5%) percent above their base wages.

Unit Personnel with a Master’s Degree shall receive a salary adjustment of eight (8%) percent above their

base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to Human Resources for verification.

.

HOLIDAYS

9. HOLIDAY LISTING

On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours paid at straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of ~~fifty-four~~sixty-three (~~54~~63) hours paid at straight time to be used exclusively for City observed holidays.

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

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

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

Employees hired between the holiday allocation periods will receive the holiday bank in accordance

with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10. VACATION

10.1 Vacation Entitlement

Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in the excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment.

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

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it wi11 be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form

provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

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

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

10.2 General Provisions

10.2.1 Vacation Credit

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

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 240-hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

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

10.2.4 Effect of Termination on Vacation

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

10.2.5 Status Report of Accrued Vacation Leave

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

10.2.6 Vacation/ Compensatory Leave Buyback

Unit employees may buyback vacation ~~and/or admin leave~~and compensatory time off with continuous years of service as follows:

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

To be eligible to buyback vacation, or compensatory leave, employees must meet the following criteria:

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

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

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

10.2.7 Compensatory Time

Compensatory time off may be accumulated to a maximum of forty (40) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than forty (40) hours at any given time. Any time in excess of forty (40) hours shall be paid as overtime.

11. SICK LEAVE

11.1. Usage

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

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

11.2 Over 3-Day Absence

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

11.3 Leave Transfer

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

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

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

3. All transfers shall be anonymous to the transferee.

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

11.4 Bereavement

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year will be a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse.

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

11.5 Maternity and Paternity Leave

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

against any accumulated leave, including sick leave.

11.6 Exceptions

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

11.7 Exhaustion of Sick Leave

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

11.8 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.9 Doctor/Dentist Visits

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

12. INDUSTRIAL ACCIDENT LEAVE

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

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

Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

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

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

12.1 Modified Duty

City and Unit agree to the Modified Duty policy as stated in the Personnel Rules and Regulations with the exception that all modified duty need not be necessarily confined to the employees department. Depending on the doctor's release to return to work, which indicates the employees capabilities, will determine if an employee will be assigned to another department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

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

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

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

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

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

13.2 Leave of Absence Without Pay

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

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

13.3 Family Care and Medical Leave

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

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or applied to the Ventura County ~~Federal~~ Credit Union~~t~~ or an individual account administered by the City. Cafeteria Plan options include health, dental, vision.

Effective the first full pay period commencing on or after December 1, 2023, the City shall ~~following adoption of the Agreement by the City Council, the City shall~~ provide $~~1100~~1350.00 per month ($~~550~~675.00 paid for the 1st or 2nd pay period each month) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December ~~2021~~2024, the City shall provide $~~1150~~ 1450 per month ($~~575~~725.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

~~Effective the first full pay period of December 2022, the City shall provide $1250 per month ($625.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).~~

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

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

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

14.2 Eligibility

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

14.3 Selection

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

14.4 Enrollment

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

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the $650 annual fee and the $4.95 per

enrolled employee administrative fee per month. Should fewer than ten employee's Citywide sign-up for an FSA for the new plan year beginning November 1st the City reserves the right to discontinue its participation in the Plan.

14.6 Gym Membership

City shall reimburse the annual sum for the payment of membership fees for a physical fitness program available to Unit employees after receiving permission from Human Resources to approve the health club. This amount shall not exceed the actual membership fee paid or $300 per Unit employee who enrolls in that program, whichever is less. Eligibility for Gym membership guidelines and reimbursement will be in accordance with the City's Wellness and Fitness Program Reimbursement Policy.

~~Unit employees wishing to participate in Gym Membership program will agree to participate in the Santa Paula Police Officer's Association Physical Fitness and Wellness Program, and comply with the requirements of the program prior to seeking reimbursement.~~

14.7 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee.

14.8 City Matching Contribution to Deferred Compensation Plan

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

15. RETIREMENT

15.1 PERS Plan

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

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

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

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

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

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

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

All Unit members pay their portion of the member’s employee contribution to CalPERS.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

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

16.2 Work Site Safety Practices

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

16.3 Reporting Unsafe Conditions

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

16.4 Investigations

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

16.5 Safety Equipment

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

16.6 Orientation Period

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

16.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

16.8 Cooling-Off Period

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

absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

18. CONCERTED ACTIVITIES

18.1 Definition Strike/Work Stoppage

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

18.2 No Strike Clause

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

18.3 Lockout

The City agrees not to engage in any lockout.

18.4 Court Enforcement

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

19. GRIEVANCE

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

20. DISCIPLINARY ACTION

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

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

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

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

22. SEVERABILITY

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

23. TERM

This Agreement shall be in effect from ~~July 1, 2021~~October 4, 2023 through June 30, ~~2023~~2025. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to the yearly anniversary date, to terminate or modify this Agreement.

24. FINALITY OF RECOMMENDATIONS

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

COMMUNITY SERVICES OFFICERS UNIT

_____

~~Kate Bader~~Gena Rios

_____

Jasmine Freeman

CITY OF SANTA PAULA

_____

Irma Rodriguez-Moisa
Chief Labor Negotiator

_____

Lorena Alvarez
Human Resources Administrador

EXHIBIT “A”

POSITION CLASSIFICATION

Job Class:	**Position Title**
500 CSO	
	Community Services Officer
	Evidence Technician
	Records Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: STREET DIVISION VEHICLE PURCHASE

Date: October 4, 2023

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase one (1) new service truck for the Public Works Department, Streets Division, at the estimated price of $123,926.69, inclusive of a 15% contingency.

BACKGROUND:

The Public Works Department, Streets Division fleet has six (6) service vehicles. Staff conducted a review of the fleet in December 2019 to assess the condition of the vehicles and determine replacement needs. These vehicles are extensively used in daily field maintenance operations throughout the City. Some have reached the end of their useful life cycle and are requiring additional maintenance, which comes at a high cost.

Funding for purchasing one new service truck was included in the adopted FY 2023-2024 Budget. Due to manufacturing delays combined with impacts from the UAW strike, it could take 1 to 2 years to get a service truck ordered and built from Ford Motor Company. National Auto Fleet Group, (our Sourcewell contract dealer), has one service truck in stock and is available to purchase. This service truck is available nationally and could be sold at any time.

Staff recommends immediate purchase of this vehicle before it becomes unavailable.

ANALYSIS:

Staff is seeking Council consent to purchase this service truck. Council's consent is required to purchase the vehicle through Sourcewell, a cooperative purchasing program, pursuant to Santa Paula Municipal Code section 41.11.

Equipment manufacturing and supply-side delivery delays continue to be problematic and the need for division replacement vehicles has become a serious concern. Staff is recommending the Council approve the purchase of one, conventional fuel service truck with a utility bed. This truck is a gasoline-powered vehicle that is considerably cleaner than the existing diesel powered vehicle it will replace. Hybrid and fully electric super duty service trucks are not

available for purchase at this time. It is unknown when a manufacturer will offer a heavy duty hybrid or fully electric truck in the future.
If approved, Staff will present the replaced vehicle as surplus (fleet) equipment requesting Council approval for their sale at a future public meeting.

STRATEGIC PLAN:

The approval of this item is not a goal or objective in City Council's Two-Year Strategic Plan; however, the purchase of this new equipment will contribute toward staff's ability to provide excellent customer service to the community in a cost-effective manner.

FISCAL IMPACTS:

Staff solicited and received quotes for purchasing one (1) 2024 Ford F-350 2WD Crew Cab 179" WB service truck from National Auto Fleet Group (nationally recognized cooperative purchasing agent) and an approved government contract through Sourcewell Contract 091521-NAF. There is sufficient funding for purchasing this service truck, including costs for outfitting with the appropriate DOT approved lighting equipment and utility bed storage equipment.

Table 1: Funding Sources

Gas Tax Fund	**Account No.**	**Amount**
Equipment - New	280-5022-610	$127,813

There are sufficient funds available to cover these expenses in the adopted FY 2023-2024 Budget.

Sourcewell Quote ID #25826RL Ford F-350 2WD Pickup

Ford F-350 2WD Pickup	$59,936.24
15% Contingency	8,990.45
Scelzi Utility Truck Bed and Outfitting	55,000.00
Total Purchase Estimate	$123,926.69

OPTIONS:

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

1. Do not authorize the City Manager to purchase one (1) new service truck for the Streets Division. This would result in increased fleet maintenance costs associated with equipment exceeding its usable life cycle and a decline in work production efficiency within the Streets Division.

ATTACHMENTS:

EXHIBIT A - Ford F-350 Quote.pdf

EXHIBIT A

Sourcewell and Scelzi Quote: Ford F-350 Pickup Truck

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/20/2023

Quote ID: **25826RL**

Order Cut Off Date: **TBA**

Mr Darin Howard
City of Santa Paula

903 Coroporation St

Santa Paula, California, 93060

Dear Darin Howard,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2024 Ford Super Duty F-350 SRW (W3E) XL 2WD Crew Cab 179" WB 60" CA, PED61895) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$54,590.00	$52,773.66	3.327 %	$1,816.34
PED61895				
Tax (8.2500 %)		$4,353.83		
Tire fee		$8.75		
Transportation		$2,800.00		
Total		$59,936.24		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	**Description**
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X4M	Electronic-Locking w/4.30 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
96V	XL Chrome Package, -inc: Power Sliding Rear Glass, Bright Chrome Hub Covers & Center Ornaments, Halogen Fog Lamps, Bright Grille, Remote Start, Chrome Front Bumper, Rear Window Defroster
86M	Dual 68 AH/65 AGM Battery
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
512	Spare Tire & Wheel, -inc: Excludes carrier, 3-Ton Mechanical Jack
18B	Platform Running Boards
61J	3-Ton Mechanical Jack
61L	Front Wheel Well Liners (Pre-Installed)
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions

76C	Exterior Backup Alarm (Pre-Installed)
43C	110V/400W Outlet, -inc: 1 in-dash mounted outlet and 2nd outlet in the console
OPTION PACKAGE	
Code	**Description**
630A	Order Code 630A

2024 Fleet/Non-Retail Ford Super Duty F-350 SRW XL 2WD Crew Cab 179" WB 60" CA

WINDOW STICKER

2024 Ford Super Duty F-350 SRW XL 2WD Crew Cab 179" WB 60" CA

CODE	MODEL	MSRP
W3E	2024 Ford Super Duty F-350 SRW XL 2WD Crew Cab 179" WB 60" CA	$50,515.00
	OPTIONS	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	$0.00
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	$0.00
X4M	Electronic-Locking w/4.30 Axle Ratio, (STD)	$0.00
96V	XL Chrome Package, -inc: Power Sliding Rear Glass, Bright Chrome Hub Covers & Center Ornaments, Halogen Fog Lamps, Bright Grille, Remote Start, Chrome Front Bumper, Rear Window Defroster	$225.00
86M	Dual 68 AH/65 AGM Battery	$0.00
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	$115.00
512	Spare Tire & Wheel, -inc: Excludes carrier, 3-Ton Mechanical Jack	$350.00
18B	Platform Running Boards	$445.00
61J	3-Ton Mechanical Jack	INC
61L	Front Wheel Well Liners (Pre-Installed)	$180.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	$415.00
76C	Exterior Backup Alarm (Pre-Installed)	$175.00
43C	110V/400W Outlet, -inc: 1 in-dash mounted outlet and 2nd outlet in the console	$175.00
630A	Order Code 630A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$52,595.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,995.00
TOTAL PRICE	**$54,590.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
Electronic-Locking w/4.30 Axle Ratio (STD)

EXTERIOR

Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as the road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 250 Amp Alternator
Towing Equipment -inc: Brake Controller and Trailer Sway Control
Trailer Wiring Harness
4930# Maximum Payload
GVWR: 11,000 lb Payload Package Complete restrictions/requirements not available.
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller

Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks

From: Wayne Joiner
To: Darin Howard
Subject: Re: City of Santa Paula truck specs
Date: Monday, September 25, 2023 3:39:31 PM

Good afternoon,

The estimated budget figure for Scelzi Enterprises to duplicate your existing Service Body on new cab & chassis is $55,000.00. If you should have any questions, please feel free to call or email. Thank You

Sent from my iPhone

On Sep 25, 2023, at 3:33 PM, Darin Howard <dhoward@spcity.org> wrote:

From: Darin Howard
Sent: Thursday, September 21, 2023 2:57 PM
To: 'joinerw@yahoo.com' <joinerw@yahoo.com>
Cc: Joe Byrum <joebyrum@spcity.org>; Michael D. White <mwhite@spcity.org>
Subject: City of Santa Paula truck specs

Hi Wayne, here are the specs for the truck we are purchasing. Thank you again for your help.

Darin Howard
City of Santa Paula
Fleet Supervisor
Phone (805) 933-4268
Mobile (805) 727-0159
dhoward@spcity.org
<image001.jpg>

"This is an electronic transmission from the City of Santa Paula. This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message."
<Page 4.pdf>
<Page 5.pdf>
<Page 6.pdf>
<Page 7.pdf>
<Page 8.pdf>
<Page 9.pdf>
<Page 1.pdf>
<Page 2.pdf>

<Page 3.pdf>

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: SANTA PAULA WATER RECYCLING FACILITY AND WASTE COLLECTION SYSTEM ON-CALL AND EMERGENCY SCADA MAINTENANCE SERVICES AGREEMENT

Date: October 4, 2023

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three- year contract (July 1, 2023 to June 30, 2026) with Northern Digital, Inc. (NDI) to provide On-Call and Emergency SCADA Maintenance Services for the Santa Paula Water Recycling Facility and Waste Collection System in a form approved by the City Attorney not to exceed $50,000 per fiscal year.

BACKGROUND:

The Water Recycling Facility (WRF) has been in operation continuously since 2010 and is designed to treat wastewater flows of up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD. SCADA systems are used at the WRF to support real-time monitoring, display process controls, send alarms and notifications, support data logging and analysis and provide remote access and control. SCADA enables the WRF to run optimized processes saving the City operator time and money through improved efficiency.

Wastewater is transported to the WRF through the City's wastewater collection system (WCS), which includes collection pipelines, several lift stations, and related infrastructure.

ANALYSIS:

On June 27, 2023, City staff advertised a request for qualifications (RFQ) for on-call and emergency SCADA maintenance services for the WRF and WCS. The RFQ was issued to solicit proposals for staff to review, select and recommend contract award to a panel of prequalified firms to provide on-call and emergency SCADA systems services. One proposal was received and opened on July 27, 2023. Northern Digital, Inc. (NDI) was the only proposal received.

The City needs specialized consultants to provide on-call and/or emergency SCADA Integration, Instrumentation, and PLC Programming services work that exceeds staff's ability.

The WRF regularly requires on-call and emergency SCADA maintenance services to maintain plant operations. Services provided under the on-call contract for the WRF will include immediate technical support and troubleshooting in case of system failures, malfunctions, or other critical issues related to the SCADA system. Along with troubleshooting support, the contractor will be providing SCADA integration, instrumentation, PLC Programming services, network support, programming, report generation, and upgrade modifications. These services ensure that the WRF's SCADA system remains operational and reliable. Under this contract, the selected contractor may also provide on-call services for the WCS, including remote lift station sites.

City staff have verified that NDI is in good standing with the state, allowing them to conduct business in California. This verification ensures the contractor's credibility and compliance with necessary legal requirements. NDI has also been providing SCADA System Upgrades and SCADA Maintenance Services for the WRF from May of 2020 to the present and have received positive, confident feedback from staff.

Staff finds the compensation rates submitted by NDI are acceptable and responsive in meeting the requirements of the RFQ.

STRATEGIC PLAN:

Infrastructure, Transportation & Mobility

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

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

FISCAL IMPACTS:

This contract will be funded from Account No. 610-5-5063-228 within the Sewer Enterprise Fund's Operations and Maintenance budget.

A three-year on-call Professional Service Agreement will be awarded to NDI with a term of July 1, 2023 to June 30, 2026 in the amount of $50,000 per fiscal year.

OPTIONS:

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

1. Do not authorize the City Manager to execute a SCADA services Contract with NDI for services at the Santa Paula Water Recycling Facility. Doing so would delay critical SCADA repair and maintenance work that cannot always be performed with internal staff.

ATTACHMENTS:

Attachment 1 - NDI SCADA Maintenance Services Agreement.pdf

Attachment 1

PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES BETWEEN THE
CITY OF SANTA PAULA AND
NORTHERN DIGITAL, INC.

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
NORTHERN DIGITAL, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 20 23, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Northern Digital, Inc., a California Corporation, with its principal place of business at 4701 Corporation Court, Bakersfield, CA 93311 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the Santa Paula Water Recycling Facility and Wastewater Collection System On-Call and Emergency SCADA Maintenance Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Fifty Thousand Dollars and no cents ($**50,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its

subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project

and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant:	Northern Digital, Inc. 4701 Corporation Court Bakersfield, CA 93311 ATTN: Joseph Marcus
City:	City of Santa Paula PO Box 569 Santa Paula, CA 93061 ATTN: Clete Saunier, Public Works Director

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal

action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants

of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. **Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services**. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following:

2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND NORTHERN DIGITAL, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

NORTHERN DIGITAL, INC.

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

DOCUMENT AVAILABLE AT THE CITY CLERK'S OFFICE

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

2.1.4 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material

representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the

surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"

SCHEDULE OF SERVICES

Not applicable

EXHIBIT "C"
COMPENSATION

NDI Fee Schedule

CLASSIFICATION RATE SCHEDULE

Northern Digital has a staff of qualified engineers and multidisciplinary employees capable of meeting the requirements of your project. NDI's staff includes Engineering, Project Management, Finance, CAD Specialists, and Procurement, all capable of meeting the scheduling, testing, inspections, oversight of installation, and training requirements of this project. NDI's Professional Services Classifications and associated rates can be found below.

Professional Services Classification	Code	Hourly Rate
Project Manager	PM	$160.00
Consultant	C	$175.00
Systems Engineer	SE	$160.00
Instrumentation, Electrical & Controls (IE&C) Technician	FC	$120.00
Panel Fabrication	PF	$100.00
Administrative	A	$65.00
Vehicle		$0.75 per mile

PLEASE NOTE THE FOLLOWING BILLING POLICIES:

- Services are billed in **0.5-hour increments**.
- **Four (4) hour minimum** call-out for services.
- Normal working hours are from **8:00AM to 5:00PM**.
- **OVERTIME RATES**:
  - 1.5 Times after eight (8) hours worked, and on Saturdays.
  - Double-time applies to Sunday & Holidays.

*Rate may vary due to changes in the IRS determined Standard Mileage Reimbursement Rate
*Travel & Expenses Costs will follow GSA Guidelines

- Parts and Materials: NDI's cost plus 15%
- Travel Time To / From Job Site: Billed for Two (2) Hour per Travel Day per this Rate Schedule.

Fixed Percentage Increase: The Consultant's (NDI's) compensation shall be increased by a fixed percentage of 3% annually, with the first adjustment to take effect on the first anniversary of the Effective Date. The fixed percentage increase shall be applied to the Consultant's compensation in effect at the time of the adjustment.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 1331 AMENDING THE DEVELOPMENT CODE TO DEFINE AND REGULATE SMALL-SCALE ALCOHOL PRODUCTION FACILITIES

Date: October 4, 2023

Agenda Item: 9.F

RECOMMENDATION:

Staff recommends that the City Council:

Conduct the second reading of and adopt Ordinance No. 1331, entitled, "An Ordinance of the City of Santa Paula Amending the Development Code to Define and Regulate Small-Scale Alcohol Production Facilities by Amending Sections 16.05.200 and 16.15.020, and Adding a New Section 16.58.015."

BACKGROUND:

At the City Council regular meeting of September 6, 2023 the City Council introduced and waived the first reading of Ordinance No. 1331. The proposed Ordinance is presented tonight for second reading and adoption by Council.

Staff has evaluated options for amending the City's Zoning Ordinance to establish a framework to accommodate small-scale microbrewery, distillery, winery, seltzer, meadery, or cidery, which engages in production of alcoholic beverages, including a review of best practices. Staff have reviewed potential amendments to the City's Development Code with a view to incorporating those additional related uses. A draft of the proposed City's Development Code Amendment is attached to this report as Attachment A. This new framework will allow for these types of emerging businesses and related uses in a greater range of zones than was permitted under the previous framework. Currently the City's Development Code only allows for large scale alcohol production in Industrial land-use designations.

ANALYSIS:

The City of Santa Paula in its adoption of the General Plan has committed to attracting and growing local businesses, including start-ups and other small business initiatives. There are current challenges in the commercial business environment and in order to support emerging trends and new niche businesses within the City, new strategies and modifications to existing codes are warranted; nationally and regionally there has been an increase in new businesses engaged in the small-scale production of alcohol, including microbreweries, distilleries,

wineries, meaderies, and cideries with associated tasting rooms. There has been growing interest from local and regional entrepreneurs to update existing regulations and allow small-scale on-site fermentation and distillation facilities, along with the consumption of alcoholic beverages, in accordance with state regulations for such uses. To stay current with this trend and further General Plan goals, staff is recommending amendments to the Zoning Ordinance to define and regulate these new activities locally.

The proposed ordinance would allow the operation of small-scale alcohol production facilities within the following commercially designated zones: General Commercial (C-G), Commercial Office (C-O), Central Business District (CBD) and Commercial/Light Industrial (C-LI). with the approval of a Conditional Use Permit and the State Department Alcoholic Beverage Control (ABC) and an enforcement agreement with the city. The aforementioned uses would not be allowed in Neighborhood Commercial Zones (C-N). The new framework of the ordinance will allow for these types of emerging businesses and related uses in a greater range of zones than is permitted under the existing framework.

Overview of Changes

The new brewpubs framework will allow for these types of emerging businesses and related uses in a greater range of zones than was permitted under the previous framework. Though these uses are similar in that they each produce alcoholic beverages, there are some distinguishing characteristics as described below.

Micro-Brewery

A micro-brewery is defined by industry standards to produce less than 2,000 barrels (63,000 gallons) of beer, wine, seltzer, mead, or cider.

Small-Scale Breweries

Small-scale breweries defined by industry standards consist of a building or structure used for the production of no more than 15,000 barrels per year of beer (472,500 gallons). Accessory uses can include a private hospitality area, an area for retail sales, an area for sale of alcoholic beverages made off site, special events and tours and an office for administrative purposes. Small-scale breweries are proposed to be permitted in the C-G, C-O, CBD and C-LI zoning district. A cidery or meadery would also be permitted as per the definition of small-scale brewery.

Craft Breweries

A craft brewery produces fewer than 6 million barrels of beer per year. According to the Brewers Association, a craft brewery is one that produces at least 2 million barrels of beer per year. Because of the scale of the operation, it is proposed that such a use would be restricted to industrial zoned lands, in particular the I and L-I zones.

Large-Scale Breweries

Large-scale breweries produce larger quantities of beer (greater than 6 million gallons per year) than small- scale breweries, but are proposed to have the same range of permitted accessory uses. Because of the scale of the operation, it is proposed that such a use would be restricted to industrial zoned lands, in particular the I and L-I zones.

Brewpubs

A brewpub consists of two uses: a small-scale brewing facility and a restaurant. The restaurant component would involve the preparation and serving of food and other refreshments to the public for consumption within or outside the building, as well as preparation of food in a ready-to-consume state for consumption off the premises. Brewpubs are proposed to be permitted in a range of commercial and industrial zones as follows: C-G, C-O, CBD, and C-LI.

Small-Scale Wineries, Cideries and Meaderies

Wineries, cideries and meaderies are permitted as are proposed to be permitted within the C-G, C-O, CBD, and C- LI zones. In addition, proponents must also demonstrate that there is appropriate servicing (water and wastewater) available.

Small-Scale Distilling Facility

Small Scale Distilling Facilities must produce less than 100,000 gallons of spirits annually to be considered small-scale. Because the distilling process presents more hazards from a combustibility standpoint (regardless of scale) with respect to the California Building and Fire Codes, a distillery will be subject to more stringent Fire and Building & Safety Code review.

Further, parking and loading requirements for the primary use and any accessory uses are set out in the proposed ordinance to the zoning by-law. The proposed parking requirements are similar to the parking requirements for a warehouse use (as was previously applied to such facilities), but must also account for accessory uses that may form part of the operation such as tasting room or restaurant.

Notification

A public hearing was duly noticed for the City Council meeting of October 4, 2023 by publication in the *Santa Paula Times* and the City website. The publication date, mailings, and legal postings took place on September 15, 2023.

Environmental Review

The proposed zone text amendment is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Exemption). Under that Section, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning amendment itself will not have a significant effect on the environment, and independent CEQA review will be conducted upon each application for an entitlement.

STRATEGIC PLAN:

The proposed amendments supports the Operational Excellence Strategic Plan Goal by reviewing and updating the development code to reduce or eliminate irrelevant information while proving updates. In addition, the ordinance amendment is in alignment with Economic Development by enhancing 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:

The amendments to the ordinance could improve business attraction and as a result lead to the generation of revenues from project applications, permits and new business sales tax.

OPTIONS:

As an alternative to Staff's recommendation the City Council may:

1. Decline to approve Staff's recommendation and direct staff to make further edits to the proposed Ordinance.

ATTACHMENTS:

ATTACHMENT A ORDINANCE NO. 1331 - Small-Scale Alcohol Production Facilities-c1.docx

ATTACHMENT A

ORDINANCE NO. 1331

ORDINANCE NO. 1331

AN ORDINANCE OF THE CITY OF SANTA PAULA AMENDING THE DEVELOPMENT CODE TO DEFINE AND REGULATE SMALL-SCALE ALCOHOL PRODUCTION FACILITIES BY AMENDING SECTIONS 16.05.200 AND 16.15.020, AND ADDING A NEW SECTION 16.58.015

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1: Recitals

A. Santa Paula Municipal Code ("SPMC") § 16.15.020 provides for permitted and conditional uses of land in commercial zones. The proposed Development Code ("Code") amendment would expressly authorize small scale alcohol production, as defined, within the C-LI, C-G, C-O, and CBD, excluding the C-N zone.

B. 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.

C. The City Planning Division reviewed the proposed amendment's 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").

D. On August 22, 2023, the Planning Commission opened a public hearing to receive public testimony and other evidence regarding the proposed amendment and whether to approve Resolution No. 3851 to recommend the proposed amendment to the City Council for adoption by ordinance.

E. The Commission approved Resolution No. 3851 based upon the evidence presented to the Commission at its August 22, 2023 hearing including, without limitation, the staff report submitted by the Planning Division.

F. A public hearing for City Council consideration of the proposed amendments was set for September 6, 2023, notice of which was given pursuant to SPMC § 16.208.040(A).

G. At the September 6, 2023 meeting, the City Council held a public hearing and considered the information provided by City staff and public testimony.

H. At a regular meeting of City Council held on October 4, 2023, City Council adopted the proposed ordinance. This Ordinance, and its findings, are made based upon such evidence presented to the City Council at its September 6, 2023 and October

4, 2023 meetings including, without limitation, the staff report submitted by the Planning Division.

SECTION 2: *General Plan and Development Objectives*. Pursuant to SPMC § 16.208.030(C), the City Council has reviewed the Planning Commission's recommendation, and finds that the proposed amendment is consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

A. The Santa Paula General Plan (2040) land use designation of the area impacted by the proposed amendment include all zones where the sale of alcoholic beverages is permitted.

B. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Code in recognition of the fact that physical, economic, and other conditions in the city may change over time. Currently, Table 15-1 of SPMC § 16.15.020 *Land Use Permit Requirements*, does not expressly authorize the permitting of small scale alcohol production. The proposed amendment would allow small-scale breweries, cideries, distilleries, meaderies, and wineries within commercial zones, excluding the C-N zone. The proposed amendment is consistent with Title 16 of the SPMC because it accommodates the changing consumer preferences and economic conditions within the City.

C. The proposed code amendment is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as further described below in Section 4, particularly the following:

- Land Use Element, Community Character and Urban Form**:** LU1
- Land Use Element, Balanced Land Use & Economic Opportunity: LU3
- Economic Development and Downtown, Support Existing Businesses: EDD1.1

SECTION 3: *Development Code Amendment Findings*. Pursuant to SPMC §16.208.050, the City Council makes the following required findings of fact:

A. *The proposed code amendment is consistent with the goals, policies, and objectives of the General Plan.* Consistent with Land Use Policy LU 1 (Community Character and Urban Form), the proposed amendment will enhance the small-town character of the City by allowing small-scale alcohol production in the City, which may give rise to locally celebrated producers. The proposed amendment is also consistent with Land Use Policy LU 3 (Balanced Land Use & Economic Opportunity), as small scale alcohol production will provide new services, amenities, and employment opportunities within the community. Small scale alcohol producers have the potential to stimulate the revitalization of the Downtown area consistent with LU 5 "Downtown Revitalization" by creating additional foot traffic and drawing visitors who may generate additional economic support to the

community. In addition, the amendment is consistent with Economic Development and Downtown Policy EDD 1.1 (Support Existing Businesses) because small scale alcohol producers may draw new consumers to the Downtown area who will shop at existing businesses too. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the proposed amendment is authorizing only small scale alcohol production subject to a Conditional Use Permit which will mitigate impacts on surrounding properties.

C. *The proposed code amendment promote public health, safety, and general welfare and serves the goals and purposes of Title 16*. The public health, safety, and general welfare will be promoted by generating additional economic stimulation to the community and support new amenities within the community. The proposed amendment to SPMC § 16.05 and § 16.15 to authorize small scale alcohol production in certain commercial zones is compatible with the existing, surrounding and planned land uses within such zones. The proposed amendment will promote the general convenience and welfare because allowing small scale alcohol production uses may enhance services that are sought and enjoyed by a large segment of the community. In terms of public safety, all small scale alcohol producers will require approval and permits from the City that may be revoked for violations. And for the additional reasons already described in paragraphs B. and C. of Section 3, the proposed amendment will serve the goals and purposes of Title 16 of the SPMC.

SECTION 4: *Environmental Assessment*. State CEQA Guidelines sections 15378(b)(2) and 15378(b)(5) provide that ongoing administrative activities and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a "project" as defined by the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). And even if the proposed text amendment was a "project" they are exempt from CEQA under CEQA Guidelines section 15601(b)(3)'s "common sense" rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the proposed amendment to add an additional use to commercial zones will have a significant effect on the environment. Finally, each application for small scale alcohol production will be subject to individual CEQA review such that this proposed amendment by itself does not create an environmental impact.

SECTION 5: *Text Amendments.* Title 17, entitled "Development Code", of the Santa Paula Municipal Code is amended as follows:

A. Section 16.05.200 of the Santa Paula Municipal Code, entitled "'S' Definitions", is hereby amended to add a new definition for "Small - Alcohol Producer" as follows, with all other existing definitions remaining the same, in alphabetical order:

SMALL-SCALE ALCOHOL PRODUCER – Small-scale Alcohol Producer means an establishment, like a microbrewery, distillery, winery, seltzer, meadery, or cidery, which engages in production of alcoholic beverages or spirits for on and off-site consumption and sale. Small-scale Alcohol Producers may also provide for the sale of non-alcoholic beverages, alcoholic beverages produced off-site, or food. Microbreweries, wineries, seltzeries, meaderies, and cideries must produce less than 15,000 barrels of product to be considered small scale. Distilleries must produce less than 100,000 gallons of spirits annually to be considered small scale. All Small-Scale Alcohol Producers must comply with SPMC Chapter 16.58.

B. Table 15-1, "Permitted and Conditional Uses – Commercial Zones", of Section 16.15.020 of the Santa Paula Municipal Code, entitled "Land Use and Permit Requirements", is hereby amended to read as follows, in its entirety, with all other existing provisions of Table 15-1 remaining the same:

TABLE 15-1
Permitted and Conditional Uses - Commercial Zones

Use	C-N	C-O	CBD	C-G	C-LI
Agricultural-Related Uses					
Agricultural Production	X	X	X	C	P
Fruit/Agriculture Stands	T	T	T	T	T
Agricultural Equipment and Supplies Sales and Repair	X	X	X	C	C
Auction, Livestock	X	X	X	X	C
Automotive/Vehicle-Related Uses					
Automobile Service Stations (fuel sales; see Chapter 16.72)	C*	C*	C*	C*	C*
Automotive Parts Sales, without Installation	X	X	C	P	P
Automotive Parts Sales, with Installation	X	X	X	C	C
Automotive Repair (Major) - bodywork/painting, engine repair	X	X	X	C	C
Automotive Repair (Minor) - lube/tune, window tinting, mufflers (not to include tractor, semi-trailer, or the like)	C	C	C	P	P
Automotive Sales (New/Used) - Car, RV, Truck	X	C	X	C	C
Automotive Wrecking	X	X	X	X	X
Car Washes, Full Service and Self Service	X	X	X	C	C
Truck Stop & Repair	X	X	X	X	C
Vehicle Impound or Storage Yard	X	X	X	X	X
Vehicle Leasing/Rental	X	C	X	C	C
Vehicle Storage Facility, including RVs and Boats	C	X	X	C	C

Boarding and Lodging Facilities					
Bed and Breakfast Inn	C	C	C	C	C
Boardinghouse/Roominghouse	X	X	X	C	X
Congregate Care Housing Facility	X	C	C	C	X
Hotels/Motels	X	X	C	C	C
Conference Facility	X	C	C	C	C
Eating/Drinking Establishments					
Coffee, Juice Café	P	P	P	P	P
Delicatessen/Sandwich Shop (no alcoholic beverage sales)	P	P	P	P	P
Restaurant with no drive-through (a)	C	C	P	P	P
Restaurant with drive-through (see Chapter 16.66) (a)	X	X	X	C*	C*
Restaurant, Fast-food (a)	X	X	C	C	C
Restaurant (outdoor dining on private property) (a)	C	C	P*	P	P
Restaurant (outdoor dining on public right-of-way) (See Chapter 124) (a)	C	C	P*	C	C
Night Club/Bar/Lounge (a)	X	X	C	C	C
Entertainment/Recreation Uses					
Adult Business/Entertainment Enterprise (see Chapter 16.54)	X	X	X	X	C*
Amusement Park	X	X	X	C	C
Amusement Arcade or Center (see Chapter 16.56)	X	X	C*	C*	C*
Auditorium, Convention Halls, and Theaters	X	X	X	C	C
Batting Cage, Driving Range, or Similar Outdoor Sporting facility	C	C	X	P	C
Billiard/Pool Hall (a)	X	X	C	C	C
Bowling Alley	X	X	C	C	C
Café Entertainment (See Chapter 124)	X	X	D	X	X
Cultural Center	P	P	P	P	P
Health/Athletic Club	X	C	P	C	C
Indoor Recreation Center	C	C	C	C	C
Library or Museum	P	P	P	P	P
Massage Establishment (see Chapter 119 of Title 11)	X	X	C	C	C
Miniature Golf	X	X	X	C	C
Rodeo Arena	X	X	X	X	X
Skate Park or Rink	X	X	X	C	C
Slot Car Racing	X	X	X	C	C

Theater, Cinema (Movie)	X	X	C	C	P
Theater, Stage	C	X	C	C	C
Financial Institutions					
Banks, Savings and Loans, and Credit Unions	P	P	P	P	P
Medical/Care Facilities					
Blood Bank	X	C	C	C	C
Day Care Home, Large Family - Adult or Child (See Chapter 16.60)	C*	A*	C*	C*	X
Day Care Home, Small Family - Adult or Child (See Chapter 16.60)	C*	A*	C*	C*	X
Child Day Care Center (See Chapter 16.60)	C*	C*	C*	P*	C*
Clinic, Outpatient	X	C	C	C	X
Community Care Facility (see Chapter 16.64)	X	C*	C*	C*	X
Drug and Alcohol Clinic/Rehabilitation (See Community Care Facility)	---	---	---	---	---
Convalescent Home or Hospital	C	C	C	C	C
Emergency Shelter	X	C	X	C	C
Hospital/Surgery (See Civic/Institutional Zone)	X	X	X	X	X
Medical Laboratory	X	X	X	C	C
Medical Office (see Professional & Administrative Offices)	---	---	---	---	---
Urgent Care Facility	X	C	C	C	C
Personal Service					
Barber/Beauty/Nail Shop	P	P	P	P	C
Dance/Music Schools/Martial Arts Studio	C	X	C	P	X
Dry Cleaner without on-site cleaning facilities	P	P	P	P	X
Dry Cleaner with on-site cleaning facilities	X	X	X	C	C
Laundromat	P	X	X	P	X
Leather, Luggage and Shoe Repair	P	P	P	P	X
Professional and Administrative Offices					
Office - Medical, Dental, Optometry, Chiropractic and the like	P	P	P	P	P
Office - Business or Professional	P	P	P	P	P
Veterinary Office	C	C	C	P	X
Residential Uses					
Live/work studio	P	P	P	P	P
Dwelling, Multi-Family	P	P	P	P	P
Dwelling, Single-Family	P	P	P	P	P

Mixed Use Residential and Commercial Development (See Subsection 16.15.030(D)) (b)	P	P	P	P	P
Home Occupations	P	P	P	P	P
Retail Commercial					
Antique Store (see also "Thrift Store")	P	P	P	P	X
Art Galleries and Studios	P	P	P	P	X
Auction businesses conducted within a building, excluding livestock sales	X	X	X	C	C
Automotive (see Automotive/Vehicle- Related Uses above)	---	---	---	---	---
Bakery, Retail (with or without on-premises baking)	P	P	P	P	P
Book Store	P	P	P	P	P
Clothing/Apparel Sales	P	P	P	P	P
Confectionary Store, Candy Sales	P	P	P	P	C
Convenience Store or Mini-market (a)	C	C	C	C	C
Department Store	X	X	C	P	P
Discount Store	P	X	C	P	C
Fabric & Craft Store	P	P	P	P	P
Flower/Gift Shop	P	P	P	P	P
Furniture, Furnishings and Appliances (Sales)	P	P	P	P	P
Grocery Store or Market	C	C	C	C	C
Hardware Store	P	X	P	P	C
Home Improvement Store with Outdoor Display of Lumber/Garden	X	X	X	C	C
Jewelry Store	P	P	P	P	C
Liquor Store (see Chapter 16.58) (a)	C*	X	C*	C*	C*
Mobile Home Sales	X	X	X	C	C
Music Store	P	P	P	P	C
Nurseries/Garden Supplies	X	X	X	P	P
Office Supplies/Equipment	X	P	P	P	P
Pet Shop/Store	X	X	C	P	P
Pharmacy	C	P	P	P	P
Plumbing Supplies	X	X	X	P	P
Shopping Center A (less than 50,000 gross square feet of leasable area)	C	X	C	C	C
Shopping Center B (from 50,000 gross square feet up to 150,000 square feet of leasable area)	X	X	X	C	C

Shopping Center C (from 150,000 gross square feet up to 400,000 square feet of leasable area)	X	X	X	C	C
Shopping Center D (over 400,000 gross square feet of leasable area)	X	X	X	X	C
Thrift Store, Secondhand Store or Sales (see also "Antique Store")	X	X	C	C	X
Warehouse Retail Store	X	X	X	C	C
Service Commercial					
Catering Service	C	C	C	P	P
Cleaning/Janitorial	X	P	X	P	P
Copy Center/Postal Center	P	P	P	P	X
Equipment Rental/Sales/Service Yard	X	X	X	C	C
Interior Design Shop	P	P	P	P	X
Laboratories (film, medical/dental)	X	C	X	C	C
Photography Shop/Studio/Film Processing	P	P	P	P	X
Printing/Publishing Facilities	X	P	C	P	P
Recycling Center (See Industrial Zones for Recycling Facility)	X	X	X	C*	C*
Travel Agency	P	P	P	P	P
Welding/Repair and Related Uses	X	X	X	C	C
Other					
Alcoholic Sales (See Chapter 16.58)	C	C	C	C	C
Small-scale Alcohol Producer (See Section 16.05.200)	X	C	C	C	C
Antenna, Satellite or Dish (See Section 16.50.020)	A*	A*	A*	A*	A*
Antenna, Wireless Communications (See Chapter 16.50)	C*	C*	C*	C*	C*
Assembly Halls (includes Church, Temple, or Other Religious Institutions) (see Chapter 16.62)	C*	C*	C*	C*	C*
Cannabis Delivery	X	X	X	X	X
Commercial Cannabis Activities	X	X	X	X	X
Cultivation of Cannabis or Medical Marijuana	X	X	X	X	X
Carnival	X	T	T	T	T
Cemetery	X	X	X	C	C
Check Cashing Business	C	X	C	P	C
Club, Lodge, and Meeting Hall (See Assembly Hall above)	---	---	---	---	---
Educational Institutions (Public or Private)	C	P	C	P	P
Drive-Thru Establishment, Non-Restaurant (see Chapter 16.66)	X	C*	X	C*	C*
Funeral Parlor/Mortuary	X	C	X	C	C

Media Broadcasting Station	C	C	C	C	C
Newsrack (See Chapter 16.68)	A*	A *	A*	A*	A*
Parking Lot for off-site use	C	C	C	C	C
Pawn Shop	X	X	C	P	X
Utility Substation	C	C	C	C	C
Swap Meet/Flea Market	X	X	T	T	T
Tattoo Studio	X	X	C	C	X
Trade/Technical School	X	P	C	P	P
Wedding Chapel	C	C	C	C	X

C. Chapter 16.58 of the Santa Paula Municipal Code is hereby amended to add a new section 16.58.015, entitled “Additional Requirements Applicable to Small-scale Alcohol Producers,” to read as follows:

§ 16.58.015 ADDITIONAL REQUIREMENTS FOR SMALL-SCALE ALCOHOL PRODUCERS.

(A) General standards.

(1) Prior to commencement of the use, a plan must be approved by the Community & Economic Development Director demonstrating compliance with the following requirements: the parcel boundaries, site elements including building location, location of any open air seating, location of parking spaces, street access, designated loading area, and any required buffers, signage, as well as the layout and square footage of each use proposed within the building.

(2) For any new construction, excluding additions of less than 50% of the existing building footprint, parking shall be located behind the front line of the principal building.

(3) For any new construction, excluding additions of less than 50% of the existing building footprint, the street elevation of the principal structure shall have at least one (1) street-oriented entrance, and contain the principal windows of the facility.

(4) A 6-foot fence and 10’ set-back is required where abutting a residential use or vacant residentially zoned or entitled parcel.

(5) Outdoor storage may be allowed with the review and approval by the Community and Economic Development Director.

(6) An area for loading and unloading shall be shown on the required plan. The loading area must be sited in a way that minimizes the impact on any surrounding neighborhood.

(7) A maximum of one (1) delivery vehicle, not to exceed two axles and 25 feet, stored on-site is permitted.

(8) The brewery, cidery, seltzery, winery, meadery or distillery must be licensed by the California Alcohol and Beverage Control (ABC) Authority.

(9) All production, packaging and retail sales may be allowed with the review and approval by the Community and Economic Development Director.

(10) A plan for disposal of any spent product that occurs as part of production shall be included in the plan submitted to the Community & Economic Development Director.

(11) Hours of operation and total allowed alcohol production volume shall be established by the required Conditional Use Permit.

(12) A sewage plan and all on-site infrastructure shall be approved by the appropriate City or County departments and shall include a waste water pre-treatment system, clarifier, or equivalent filtering device.

(B) Additional Standards in the Central Business District.

(1) No parking is required. Any parking that is provided must comply with the standards in Chapter 16.46 for off-street parking, stacking and loading.

(2) Production capacity shall not exceed 50% of the amount in the definition of each small-scale alcohol use.

(C) Development Standards – Off-street Parking, Stacking and Loading.

(1) Any parking that is provided must comply with the standards in Chapter 16.46 for off-street parking, stacking and loading except as follows:

Land Use[(1)]	**Required Off-Street Parking Spaces**	
	Resident/Guest/Employee Parking	**Compact/Business Vehicle Parking**
Commercial		
Small-scale Brewery, Cidery, Seltzery, Winery, Meadery, or Distillery	One space per 500 square feet of space not devoted to seating or waiting such as production, storage or office. 0 - 4,000 sf: 1 space per 80 sf of gross floor area	Compact: Maximum 15% where 20 spaces are provided

	>4,000 sf: 1 space per 80 sf of gross floor area for first 4,000 sf, then 1 space per 100 sf for area over 4,000 sf Outdoor seating need not be included in the calculation of required spaces.	
Downtown (CBD Zone)		
	Retain existing parking spaces.	

Abbreviations: sf=square feet

(1) Parking for all uses not specified in this table will be determined at the discretion of the Community & Economic Development Director.

SECTION 6. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Santa Paula Municipal Code.

SECTION 7. 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 8: 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 October 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____

Monica Castillo, Interim City Attorney

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 1330 UPDATING CHAPTER 151 FLOOD DAMAGE PREVENTION OF THE SANTA PAULA MUNICIPAL CODE

Date: October 4, 2023

Agenda Item: 9.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct the second reading of and adopt Ordinance No. 1330, updating and amending Chapter 151 Flood Damage Prevention of the Santa Paula Municipal Code.

BACKGROUND:

At its September 6, 2023 meeting, the City Council waived the first reading and introduced Ordinance No. 1330 (Exhibit A), updating Santa Paula Municipal Code Chapter 151 – Flood Damage Prevention and determined the project is categorically exempt from CEQA.

The Ordinance is now presented to the City Council for adoption.

ANALYSIS:

As part of a recent review of the City's floodplain management provisions contained in Chapter 151 of the City's Municipal Code conducted in a cooperative effort with representatives of FEMA and of the California Department of Water Resources (DWR), a series of updates and revisions were identified as necessary to bring the City's Flood Damage Prevention into alignment with the current version of the California Building Code, as well as current FEMA and DWR floodplain management provisions. The updates and revisions to Chapter 151 would be accomplished by the proposed Ordinance, which will align the City's Municipal Code with the Floodplain Management Model Code that has been developed by DWR, specifically as a companion to Appendix G, Flood Resistant Construction, of the California Building Code. Among other items, the Ordinance will adopt updated provisions for mobile homes, recreational vehicles located in flood zones, as well as provisions for the regulation of flood hazards, variances, determination of substantial improvement and substantial damage, and changes to flood insurance rate maps. These updates to the City's Municipal Code are intended to precede the adoption of updated flood maps, which are planned for release by FEMA in the fall of 2023.

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:

There will be no direct fiscal impact to the City as a result of this amendment. However, to the extent that new construction and renovations in Santa Paula meet current codes, the longevity and value of these improvements will be enhanced and will help to support the City's tax base and local economy. Adoption of the amendment would also help to support the continued participation of the City in the NFIP, which helps to protect real property values within the City.

OPTIONS:

In addition to the recommended action, the Council has available to it the following alternative options:

1. Do not approve Ordinance No. 1330, updating and amending Chapter 151 Flood Damage Prevention of the City's Municipal Code, which may adversely affect the City's standing and participation in the National Flood Insurance Program.

ATTACHMENTS:

EXHIBIT A - Ordinance No 1330 Flood Damage Prevention.pdf

EXHIBIT A

Ordinance No 1330 Flood Damage Prevention

ORDINANCE NO. 1330

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, AMENDING SECTIONS 151.05, 151.06, 151.07, 151.12, 151.20, 151.23, 151.24, 151.25, 151.35, 151.36, 151.47, AND 151.48, OF THE SANTA PAULA MUNICIPAL CODE REGARDING FLOOD DAMAGE PREVENTION.

The Council of the city of Santa Paula does ordain as follows:

SECTION 1. The City Council finds as follows:

A. The legislature of the State of California has in Cal. Gov't Code §§ 65302, 65560 and 65800 conferred upon local government units authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council does ordain the regulations as set out in Chapter 151 regarding Flood Damage Prevention.

B. The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extra-ordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

C. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

D. Chapter 151 was originally adopted in 1981, then amended in 1988, 2000 and finally in 2009.

E. The City now desires to amend the Flood Damage Prevention chapter to update the terms of specific sections to bring them up to state requirements.

SECTION 2. Section 151.05 of the Santa Paula Municipal Code, entitled “Definitions”, is hereby amended to read in full as follows:

“151.05 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.

Words and phrases not given a meaning by this chapter have the meaning set forth in the National Flood Insurance Program (42 U.S.C. §§ 40001, et seq.) and the regulations promulgated to implement the National Flood Insurance Program (44 Code of Federal Regulations §§ 59.1 to 59.30; 60.1 to 60.26).

APPEAL. A request for a review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

APPEALS BOARD. A board consisting of members who are qualified by experience and training to pass on matters pertaining to floodplain management, regulation and associated engineering and are not employees of the City, as per the provisions of Section 113 and Appendix B of the California Building Code (CBC) (CCR Title 24 Part 2), except that that references to building official shall be replaced by Floodplain Administrator.

AREA OF SHALLOW FLOODING. A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year (also called the “one-hundred-year flood”).

BASEMENT. Any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALLS. Any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by floodwaters. A breakaway wall shall have a safe design loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:

(1) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

(2) The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

COMMUNITY. Any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or Alaska Native village or authorized native organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction. When used in this chapter, “Community” means the City of Santa Paula, unless the context clearly indicates otherwise.

DEVELOPMENT. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations, flood control projects, and other land-disturbing activities.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) are completed before the effective date of a given regulation in this chapter.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets).

FLOOD or FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of floodwaters, the unusual and rapid accumulation or runoff of surface waters from any source, and/or the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

FLOOD BOUNDARY AND FLOODWAY MAP. The official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

FLOOD INSURANCE RATE MAP (FIRM). The official map of the community, on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the special hazard areas and the risk premium zones applicable to the Community.

FLOOD INSURANCE STUDY. The official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

FLOODPLAIN or FLOOD-PRONE AREA. Any land area susceptible to being inundated by water from any source (see definition of “flooding”).

FLOODPLAIN MANAGEMENT. The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS. Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING. Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “regulatory floodway.”

FUNCTIONALLY DEPENDENT USE. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE. Any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior; or

(b) Directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

MANUFACTURED HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.

MEAN SEA LEVEL. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a given floodplain management regulation adopted by the Community.

NEW MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of

concrete pads) is completed on or after the effective date of a given floodplain management regulation adopted by the Community.

ONE-HUNDRED-YEAR FLOOD or 100-YEAR FLOOD. A flood which has a one percent annual probability of being equaled or exceeded. It is identical to the “base flood,” which will be the term used throughout this chapter.

PERSON. An individual or his agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this state or its agencies or political subdivisions.

RECREATIONAL VEHICLE. A vehicle which is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REMEDY A VIOLATION. To bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

RIVERINE. Relating to, formed by, or resembling a river (including tributaries), stream, brook, and the like.

SPECIAL FLOOD HAZARD AREA (SFHA). An area having special flood or flood-related erosion hazards, and shown on an FHBM of FIRM as A, AO, A1-30, AE, A99, or AH Zone.

START OF CONSTRUCTION. Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit

date. The actual START OF CONSTRUCTION means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. PERMANENT CONSTRUCTION does not include land preparation such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

STRUCTURE. A walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either: Before the improvement or repair is started; or if the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition, SUBSTANTIAL IMPROVEMENT is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

(1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or

(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

VARIANCE. A grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

VIOLATION. The failure of a structure or other development to be fully compliant with the Community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided."

SECTION 3. Section 151.06 of the Santa Paula Municipal Code, entitled “Applicability”, is hereby amended to read in full as follows:

“151.06 APPLICABILITY.

These regulations, in conjunction with the building codes, provide minimum requirements for development located in flood hazard areas, including the subdivision of land; filling, grading and other site improvements; installation of utilities; installation, placement and replacement of manufactured homes; placement of recreational vehicles; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; certain building work exempt from permit under the building codes; and flood control projects.”

SECTION 4. Section 151.07 of the Santa Paula Municipal Code, entitled “Basis for Establishing the Areas of Special Flood Hazard”, is hereby amended to read in full as follows:

“151.07 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for the City, dated September 3, 1997, and accompanying Flood Insurance Rate Map (FIRM), dated September 3, 1997, and all subsequent amendments and/or revisions are hereby adopted by reference and declared to be a part of this section. This FIS and attendant mapping is the minimum area of applicability of this section and may be supplemented by studies for other areas that allow implementation of this section and are recommended to the City Council by the Floodplain Administrator. The FIS and FIRM are on file in the office of the Floodplain Administrator at 970 E. Ventura Street, Santa Paula, California.”

SECTION 5. Section 151.12 of the Santa Paula Municipal Code, entitled “Severability”, is hereby amended to read in full as follows:

“151.12 SEVERABILITY.
If any section, section, sentence, clause or phrase of this chapter is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any part thereof, other than the part so declared.”

SECTION 6: Section 151.20 of the Santa Paula Municipal Code, entitled “Severability”, is hereby amended to read in full as follows:

“§ 151.20 STANDARDS OF CONSTRUCTION.

In all areas of special flood hazards the following standards are required:

(A) Anchoring.

(1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(2) All manufacturing homes shall meet the anchoring standards of § 151.23.

(B) Construction materials and methods.

(1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

(3) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) Require within the AH or AO Zones, adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

(C) Elevation and floodproofing.

(1) New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated at least 1 foot above the base flood elevation. Nonresidential structures may meet the standards in subdivision (3) of this division. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered professional engineer or surveyor to be properly elevated. Such certification or verification shall be provided to the Floodplain Administrator.

(2) New construction and substantial improvement of any structure in the AO Zone shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in subdivision (3) of this division. Upon the completion of the structure, the

elevation of the lowest floor, including basement, shall be certified by a registered professional engineer or surveyor to be properly elevated. Such certification or verification shall be provided to the Floodplain Administrator.

(3) Nonresidential construction shall either be elevated in conformance with subdivisions (1) or (2) of this division or together with attendant utility and sanitary facilities:

(a) Be floodproofed so that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water;

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

(c) Be certified by a registered professional engineer or architect that the standards of this division are satisfied. Such certifications shall be provided to the Floodplain Administrator.

(4) Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) Either a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters; or

(b) Be certified to comply with a local floodproofing standard approved by the Federal Insurance Administration.

(5) Manufactured homes shall also meet the standards in § 151.23."

SECTION 6: Section 151.23 of the Santa Paula Municipal Code, entitled "Standards for Manufactured Homes", is hereby amended to read in full as follows:

"151.23 STANDARDS FOR MANUFACTURED HOMES.

All new and replacement manufactured homes and additions to manufactured homes shall:

(A) Installation. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations. In addition to permits pursuant to these regulations, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes. Upon completion of installation and prior to the final inspection by the Floodplain Administrator, the installer shall submit certification of the elevation of the manufactured home, prepared by a licensed land surveyor or registered civil engineer, to the Floodplain Administrator.

(B) Foundations. All new and replacement manufactured homes, including substantial improvement of manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of Section R322.2 of the California Residential Code (CRC) (CCR Title 24 Part 2.5) and these regulations. Foundations for manufactured homes subject to Section 151.23(E) of these regulations are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(C) Anchoring. All new and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. Methods of anchoring are authorized to include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind loads and seismic loads.

(D) General elevation requirement. Unless subject to the requirements of Section 151.23(E) of these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the lowest floor, or bottom of the lowest horizontal member of the lowest floor, as applicable to the flood hazard area, is at least 1 foot above the base flood elevation.

(E) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 151.23(D) of these

regulations, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as a result of flooding has occurred, shall be elevated such that either the:

(1) Lowest floor, or bottom of the lowest horizontal structural member, as applicable to the flood hazard area, is at or above the base flood elevation.

(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

(F) Flood damage-resistant materials. Materials below elevated manufactured homes shall comply with the flood-damage resistant materials requirements of Section R322 of the CRC (CCR Title 24 Part 2.5).

(G) Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the enclosed area requirements of Section R322 of the CRC (CCR Title 24 Part 2.5).

(H) Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the lowest floor or bottom of the lowest horizontal structural member of the manufactured home, as applicable to the flood hazard area.
Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 151.23(D) or Section 151.23(E), as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).('81 Code, § 15.44.190) (Ord. 906, passed - -88) Penalty, see Ch. 13

SECTION 7: Section 151.24 of the Santa Paula Municipal Code, entitled “Standards for Recreational Vehicles”, is hereby amended to read in full as follows:

“151.24 STANDARDS FOR RECREATIONAL VEHICLES.

(A) Temporary placement. Recreational vehicles in flood hazard areas, shall be placed on a site for less than 180 consecutive days or shall be fully licensed and ready for highway use. Ready for highway use means the recreational vehicle is on wheels or

jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, such as rooms, stairs, decks and porches.

(B) Permanent placement. Recreational vehicles that do not meet the limitations in Section 151.24(A) for temporary placement shall meet the requirements of Section 151.23 for manufactured homes."

SECTION 8: Section 151.25 of the Santa Paula Municipal Code, entitled "Floodways", is hereby amended to read in full as follows:

"151.25 FLOODWAYS.

(A) Located within areas of special flood hazard established in § 151.07 are areas designated as floodways.

(B) Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

(1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) If subdivision (1) of this division is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of this subchapter."

SECTION 9: Section 151.35 of the Santa Paula Municipal Code, entitled "Appeals Board", is hereby amended to read in full as follows:

"151.35 APPEALS BOARD.

(A) The Appeals Board shall hear and decide appeals and requests for variances from the requirements of this chapter and shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter.

(B) Any interested person may appeal action taken by the Appeals Board to the City Council.

(C) In passing upon such appeals and variance applications, the Appeals Board and the City Council shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this chapter, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger of life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity to the facility of a waterfront location, where applicable;

(6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) The safety of access to the property in time of flood for ordinary and emergency vehicles;

(10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and

(11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

(D) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing subdivisions (1) through (11) of division (C) of this section have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

(E) Upon consideration of the factors of division (C) of this section and the purposes of this chapter, the Appeals Board or City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

(F) The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Insurance Administration, Federal Emergency Management Agency."

SECTION 10: Section 151.36 of the Santa Paula Municipal Code, entitled "Conditions for Variances", is hereby amended to read in full as follows:

"151.36 CONDITIONS FOR VARIANCES.

(A) A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic structure upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure.

(B) Variances cannot be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(C) Variances may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(D) Variances can only be issued upon:

(1) A showing of good and sufficient cause;

(2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(E) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the provisions of divisions (A) through (D) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(F) Any applicant to whom a variance is granted must be given written notice, over the signature of the Floodplain Administrator, that issuing a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage and such construction below the base flood level increases risks to life and property. A copy of the notice must be recorded by the Floodplain Administrator in the office of the County Recorder and be recorded in a manner so that it appears in the claim of title of the affected parcel of land."

SECTION 11: Section 151.47 of the Santa Paula Municipal Code, entitled "Designation of the Floodplain Administrator", is hereby amended to read in full as follows:

"151.47 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The Public Works Director or the City Engineer, when so designated by the Director, shall serve as the Flood Plain Administrator, and shall administer and implement this chapter by granting or denying development permits in accordance with its provisions."

SECTION 12: Section 151.48 of the Santa Paula Municipal Code, entitled "Duties and Responsibilities of the Floodplain Administrator", is hereby amended to read in full as follows:

"151.48 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to:

(A) Permit review.

(1) Review all development permits to determine that the permit requirements of this chapter have been satisfied;

(2) All other required state and federal permits have been obtained;

(3) The site is reasonably safe from flooding;

(4) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the effective Flood Insurance Study or on the effective FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community.

(B) When base flood elevation data has not been provided in accordance with § 151.07, the Floodplain Administrator shall obtain review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer §§ 151.20 through 151.24 of this chapter. Any such information shall be submitted to the City Council for adoption.

(C) Whenever a watercourse is to be altered or relocated:

(1) Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

(2) Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained.

(D) Obtain and maintain for public inspection and make available as needed:

(1) The certification required in §§ 151.20(C)(1), (C)(2), (C)(3)(c), and (C)(4)(a) and (b);

(2) The certified elevation required in § 151.22(B);

(3) The certification required in § 151.24(B)(1).

(E) Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in §§ 151.35 and 151.36.

(F) Take action to remedy violations of this chapter as specified in § 151.08.

(G) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

(2) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, when applicable, to the market value of the building or structure.

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.

(4) Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage.

(H) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses indicate changes in base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.

(I) When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be

prepared by a qualified CA Licensed Civil Engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision."

SECTION 13: *Effective Date*. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 14. *California Environmental Quality Act.* The City Council finds 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 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 15. *Severability.* If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any 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 passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

//

//

//

//

//

//

//

SECTION 16. *Certification and Publication.* The City Clerk of the City of Santa Paula shall certify to the adoption of this Ordinance and cause publication to occur in a newspaper of general circulation and published and circulated in the City in a manner permitted under California Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Santa Paula, California on the ____ day of October, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

65283.00001\41606501.1

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Interim Police Chief

Subject: REQUEST AND AUTHORIZATION FOR PERSONNEL TO ATTEND THE 2024 CHANDLER, ARIZONA LAW ENFORCEMENT EXPLORER TACTICAL COMPETITION

Date: October 4, 2023

Agenda Item: 9.H

RECOMMENDATION:

Staff recommends City Council:

1. Authorize Santa Paula Police Department personnel, acting as chaperones to 14 Explorers, to travel to and attend the 2024 Law Enforcement Explorer Tactical Competition in Chandler, Arizona.

BACKGROUND:

On November 5, 2022, Explorers from the Santa Paula Police Department participated in the annual Ventura County Sheriff Explorer Tactical Tournament (VCETT). This event took place at the Sheriff's Criminal Justice Training Center in Camarillo. Santa Paula Police Explorer POST #2350 took 1st place in both the Tubular Assault scenario and the Check Well-Being scenario. The Explorer POST was also named the most Outstanding POST of the entire competition, giving our Post the honor of being the current holder of the VCETT flag. As part of the honor of being the holder of the VCETT flag, our POST's name is the first explorer post to be embroidered on the flag.

On January 14 and 15, 2023, Explorers from the Santa Paula Police Department participated for the first time in the Chandler, Arizona Law Enforcement Explorer Tactical Competition. Explorer POST #2350 earned a 3rd Place award in the "Unknown Alarm Response" scenario.

On August 12 and 13, 2023, Explorers from the Santa Paula Police Department participated in the Channel Islands Challenge Tactical Competition. Explorer Post #2350 earned a 1st Place award in "Officer Down" scenario, a 2nd Place award in the "Building Search" scenario, and five 3rd Place awards in the "Virtual Reality Simulator Female", "Virtual Reality Simulator Male", "Fiver Person Bearcat Pull", "Traffic Stop", and "Crisis Negotiations" scenarios.

The mission of the Santa Paula Police Department (SPPD) Explorer Program is to provide a strong Community Based Policing Program for our youth that will help encourage and guide them to a better path for the future. Through education and training, Explorers learn about

leadership, teamwork, discipline, and friendship and they develop a working knowledge of law enforcement procedures, duties and concepts that might interest them in a possible career in law enforcement.

ANALYSIS:

Interim Police Chief Aguilar has authorized POST #2350 advisors to plan out the logistical requirements for the 2024 Chandler Arizona Law Enforcement Tactical Competition, including the completion of registration and housing for the explorers and advisors. Additionally, interim Police Chief Aguilar has approved the Explorers attending the competition and is requesting approval from City Council due to police personnel and volunteer advisors attending and the competition being out of state. Per the adopted Travel Policy, any personnel attending an event out of state requires the authorization of City Council.

Police personnel attending the event will be:

- Officer Donovan Varela
- Officer Alfred Valencia
- Officer Sergio Gutierrez
- Dispatcher Amanda Salinas
- CSO Juan Navarrete
- Police Volunteer Juan Olmos

The competition takes place from January 13-14, 2024, in Chandler, Arizona. POST #2350 explorers and advisors will be leaving on January 12, 2024, the team will compete in this national competition and will return on January 15, 2023. It is anticipated 14 explorers will be registered to compete and five (5) advisors attending to chaperone. Chaperones are required to attend, as several Explorers are under the age of 18 and require consent from their parent or guardian. Registration for the event is estimated to be $2,200 and the accommodations at an Airbnb are estimated at $2,900. Food for the stay will be estimated to be $1,400 and estimated fuel costs are $700. Police staff intend to take the department's Ford Explorer Van, Unit #431, Ford Expedition, Unit #454, and the Ford Explorer, Unit #469.

Estimated Personnel Overtime Costs:
Officers: 16 hours
Dispatcher: 24 hours (Backfill)
Cadet: 0 total hours
Volunteer: N/A

STRATEGIC PLAN:

While approval of this item does not specifically support an objective in City Council's two-year Strategic Plan, this item does support City Council's goal of "Providing the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow," under Section F. Community Vitality. The Explorer Program provides young adults a strong Community Based Policing Program which will help encourage and guide them to a better path for the future.

FISCAL IMPACTS:

The Police Department budget (GL 100-5-4502-322) for Explorer expenses has sufficient allocation for the total cost of travel, lodging, registration and per diem for this competition which is estimated to cost $7,200 in total. Police staff are utilizing the most economic means of transportation and lodging accommodations available. No additional allocation is requested at this time.

Overtime costs for officers are estimated to be $1,318.40 under budget GL 100-5-4502-003.

Overtime costs for dispatcher is estimated to be $1,466.40 under budget GL 100-5-4504-003. A budget transfer may be needed from regular salaries to overtime, to be authorized at the City Manager level.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:

1. Decline to authorize out-of-state travel of SPPD personnel to accompany the Santa Paula Explorer POST team to attend the 2024 Chandler, Arizona Law Enforcement Explorer Tactical Competition.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: AUTHORIZATION OF OUT OF STATE TRAVEL

Date: October 4, 2023

Agenda Item: 9.I

RECOMMENDATION:

Council is asked to authorize travel to conferences out of state for both the Interim Chief of Police and the City Manager, per the adopted Travel Policy.

BACKGROUND:

The Council's adopted Travel & Training Policy requires City Council approval for any travel occurring outside of California. The Policy is being revised with an anticipated draft brought to the City Council on October 18, 2023 which will propose modifications to the out-of-state requirements.

ANALYSIS:

On September 13 through September 16, 2023, Interim Police Chief Don Aguilar attended the National Latino Peace Officers Annual Conference in Orlando, Florida. Chief Aguilar attended workshops to enhance expertise and knowledge in his position. He attended “The Pulse” Nightclub Mass Shooting Debrief, Financial Crimes Investigations, Active Assailant Response, Crisis Response, and Hostage Negotiations. Chief Aguilar is requesting reimbursement for conference registration $325, lodging $510.75, and rental car $257.39. He covered costs on his own for airfare, airport parking, and meals.

On September 30 through October 3, the City Manager attended the annual International City Manager's Association (ICMA) conference in Austin, Texas. Consistent with the City Manager employment agreement, the City will support professional development and training as well as the costs of membership associated with ICMA and other professional organizations. Attendance at this year's ICMA conference was anticipated and budgeted. To remain consistent with the current Travel Policy, and since this conference is held out of state, authorization by Council is sought so that conference attendance expenses can be covered by the City.

STRATEGIC PLAN:

FISCAL IMPACTS:

Costs associated with attendance at both conferences is budgeted for in the current year adopted budget.

The mentioned costs for Chief Aguilar for attending the National Latino Peace Officers Annual Conference totaling $1,093.14 (conference registration $325, lodging $510.75, and rental car $257.39) is budgeted under 100-5-4501-352.
The associated costs for the City Manager to attend the ICMA conference are budgeted under 100-5-0511-352.

OPTIONS:

Council could deny the request and require the Interim Chief and the City Manager to pay associated expenses out of pocket.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: CITY STREET NAMES RECOMMENDATIONS

Date: October 4, 2023

Agenda Item: 10.A

RECOMMENDATION:

1. Discuss and provide feedback to staff regarding the amended list of suggested street names attached to Resolution No. 7483.
2. Adopt Resolution No. 7483 with any modifications to the amended list of suggested street names.

Presented by: James Mason, Community & Economic Development Director

---

BACKGROUND:

The city's street naming policy is based on a set of criteria for consistency and to provide clarity for public safety response. It can also provide a historical and local context that enhances community identity.

Santa Paula Municipal Code § 16.80.770 *Street Design and Improvement* states:

All new public streets proposed or required within or adjacent to a subdivision must be designed in accordance with adopted city street standards and the following requirements: (F) All streets within a subdivision must be named in accordance with City Council resolution.

On February 21, 2006 the City Council adopted Resolution No. 6274 (Attachment A) which amended the street naming list. The resolution identifies the following procedure and approval process for street naming:

Procedure and Approval of Street Names

1. *All street names shall be the subject to the review and approval of the City Council at the time of approval of a subdivision final map or parcel map or at other such times as the City Council is requested to approve a street name. The City Council may, at is sole discretion, reject or change and proposed street name.*
2. *It is recommended that street names to be selected from the List of Suggested Street names. If a proposed street name does not appear on the list, the person proposing the*

name shall provide a written statement explaining the significance of the name, including the identity of any individual for whom the street is proposed to be named.

3. *A name shall not be issued in the event such a name is the same name as, similar to, or likely to be confused with any other existing public or private street name in use in or near Santa Paula. City staff will evaluate all new street names in accordance with policy, and make recommendations to City Council.*
4. *Names shall automatically be removed from the list of suggested street names upon use for public or private streets in or near Santa Paula.*

Prior to approval of new subdivisions and tract maps, street names are reviewed by City departments and by the Ventura County Fire Protection District. The procedure and approval requirements for street naming identified by the Ventura County Fire Protection District and the Ventura County Geographic Information Department are consistent with City policy, which is to ensure that a street name shall not be issued if is the same as, similar to, or likely to be confused with, any other existing public or private street name in use in or near any jurisdiction in the county.

On April 19, 2023 the City Council held a Study Session to review the street naming policy and provided recommendations to staff on the framework for an updated street naming criteria.

ANALYSIS:

The current opportunities for new subdivision developments requiring new street names within the city are limited due to existing municipal and jurisdictional boundaries. These key development areas include future phases of the Harvest development in East Santa Paula and the proposed development of the 54-acre Santa Paula West Business Park. By providing a variety of street names, new development will have flexibility to implement names that enhance community identity and create clarity for emergency responders.

Periodic review and updates to the street name list can inform how the City of Santa Paula commemorates people, places, and events in the naming of streets. The expansion of available street names can encourage greater equity and inclusion in place-making and promote a broader understanding of history and its legacy in the community. In addition, expanding the street names to include more locally relevant references can help to reflect community values by visibly showing how we choose to collectively honor the past, mark the present, and shape the future.

Santa Paula is a diverse community that represents many lived experiences, backgrounds, and identities. However, the City's current street name list does not fully reflect its rich history, cultures, and diversity. There is an opportunity to create more balance and local relevance by incorporating street names that recognize and value the traditions, knowledge and insights of a broader Santa Paula history and by the inclusion of references to the local indigenous and Latino communities.

At this time, the Council may wish to review the existing approved naming list identified in Attachment A and consider names that could be added or removed from that list. Attachment B contains the current street name list as of January 2023. Further consideration of any amendments by Ventura County Fire may be required following the formal Council action.

STRATEGIC PLAN:

None

FISCAL IMPACTS:

None

OPTIONS:

City Council has the following options in addition to staff's suggested action:

1. Decline to adopt the Resolution.

ATTACHMENTS:

ATTACHMENT A RESO NO. 7483.docx
Attachment_B_-_SP_Existing_Street_Names_Jan_2023.pdf

ATTACHMENT A
RESOLUTION NO. 7483

RESOLUTION NO. 7483

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING THE LIST OF SUGGESTED STREET NAMES

The City Council of the City of Santa Paula does hereby resolve as follows:

SECTION 1: Recitals.

A. On February 2, 2004, the City Council adopted procedures for the naming of streets and approved a list of suggested street names outlined in an associated document "City of Santa Paula Street Naming Procedure and List of Suggested Street Names" (“Procedures”).

B. On February 21, 2006, the City Council amended the Procedures.

C. On April 19, 2023, the City Council directed staff to amend the Procedure’s suggested street names list to better represent the specific identity of the Santa Paula community including historic figures, geophysical features, military service personas, and public safety officers killed in action.

SECTION 2: The City Council hereby adopts the amended Procedures attached as Exhibit A to this Resolution and rescinds prior resolutions establishing and amending the Procedures.

SECTION 3: This Resolution becomes effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 4th day of October 2023

_____
Andy Sobel, Mayor

ATTEST

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM

_____
Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT

_____
Dan Singer, City Manager

EXHIBIT A
TO RESOLUTION NO. 7483

PROCEDURES FOR APPROVAL OF STREET NAMES

1. All street names shall be subject to the review and approval of the City Council at the time of approval of a subdivision final map or parcel map or at other such times as the City Council is requested to approve a street name. The City Council may, at its sole discretion, reject or change any proposed street name.

2. It is recommended that street names be selected from the List of Suggested Street Names. If a proposed street name does not appear on the list, the person proposing the name shall provide a written statement explaining 'the significance of the name, including the identity of any individual for whom the street is proposed to be named.

3. A name shall not be issued in the event such name is the same as, similar to, or likely to be confused with any existing public or private street name in use in or near Santa Paula. City staff will evaluate all new street names in accordance with policy, and make recommendations to City Council.

4. Names shall automatically be removed from the list of suggested street names upon use for public or private streets in or near Santa Paula.

AMENDED STREET NAMES LIST

Black	On the existing street name list
Orange	New street names
~~Redline~~	Currently in use

City of Santa Paula Possible Street Names			
HISTORIC NAMES OF SANTA PAULA			
Bravo	Brown	Castaneda	Harding
Millharn	Preciado	Thille	Valdez
HISTORIC NAMES OF CALIFORNIA AND THE WEST			
Anza (Juan Bautista)		Cabrillo (Juan Rodriguez)	
Cermeno (Sebastian Rodriguez)		Cesar Chavez	
Clark (William)		Coronado (Francisco Vasquez)	
Crocker (Charles)		Doheny (E.L.)	
Douglas (Donald)		Drake (Francis)	
Figueroa (Jose)		Fremont (John C.)	
Angustias de la Guerra (Maria)		Hale (George E.)	
Hopkins (Mark)		Huntington (Collis P.)	
Ishi (Native American)		Jackson (Helen Hunt)	
Kientepoos ("Captain Jack")		Lewis (Meriwether)	
Millikan (Robert A.)		Muir (John)	
Neve (Filipe)		Ortega (Jose)	
Pico (Pio)		Portola (Gaspar)	
Steams (Abel)		Steinbeck (John)	
Stockton (Robert)		Sutter (John)	
Vallejo (Mariano)		Vancouver (George)	
Vincaino (Sebastian)			
SANTA PAULANS KILLED IN ACTION			
WW1			
Carter		Ingalls	
WW2			
Autry	Avendano	Bastow	Boles
Cano	Clark	Cole	Crotty

Cryer	Diaz	Doran	Duncan
Ingrum	Juarez	Kittrell	Lewis
Mahan	McClain	Mercer	Moore
Pinkerton	Richardson	Robles	Schwindt
Spain	Spencer	Wagner	Yarbrough
Koren War			
Brown	Bustillos	Hernandez	Hubbard
Luftenberg	Moffet	Moreno	Soto
Travis	Villa		
Vietnam			
Bottan	Cavender	Chavez	Jackson
Keith	Payne	Vasquez	
SPPD			
Barmore		Norman	
NUMBERS			
At Appropriate Locations			
1st	2nd	3rd	15th +
LOCAL GEOPHYSICAL POINTS OF INTEREST			
Mountains			
Abel	Alamo	Boney	Cobblestone
Conejo	Dry Lakes	Frazier	Hopper
McDonald	Monte Arido	Mount Pinos	Nordhoff
Oat	Ortega	Pine	San Emigdio
San Gabriel	San Jacinto	San Rafael	Sandstone
Santa Monica	Santa Susana	Santa Ynez	Sewart
Sierra Madre	Simi Hills	Tehachapi	Topa
Whiteacre			
Lakes & Rivers			
Agua Blanca	Calleguas	Casitas	Castaic
Coyote	Gibraltar	Las Virgenis	Piru
Pyramid	San Antonio	Sespe	Sherwood
Thacher	Utom (Chumash Name For Santa Clara River)		
Valleys, Canyons, and Others			
Arch Rock	Arrastra	Bardsdale	Canada Larga
Channel Islands	Cuddy	Cuyamaca	Las Posas

Little Simi	Lockwood	Los Padres	Matilija
Montalvo	Orcutt	Ozena	Punchbowl
Quatal	Rose Valley	San Cayetano	San Nicolas
Santa Rosa	Simi	Wishtoyo	
NATIVE PLANTS			
Trees			
Birdbush	Bishop	Buckeye	Catalina
Coulter	Cypress	Ironwood	Yerba
Shrubs & Herb			
Bluecurls	Brickell	Brittlebush	Chaparral
Chia	Coffeeberry	Cudweed	Currant
Deerweed	Durango	Fescue	Goldenbush
Goldfields	Greenbark	Hedgenettle	Hollyleaf
Jojoba	~~Laurel~~	~~Manzanita~~	Mardone
Milkweed	Myrtle	Needlegrass	Palo Verde
Redberry	Redheart	Rooreh	Sagebush
Sawtooth	Seep	Sourberry	Sumac
Tarragon	Toluca	Tule	Vervain
Wildrye	Woolly	Zygadene	
Cactus or Succulent			
Agave	Cereus	Cholla	Dudleya
Lanceleaf	Liveforever	Prickley Pear	Saguaro
Flowers			
Aster	Bugler	Chamise	Clarkia
Coreopsis	Four O'Clock	Fuchsia	Gilia
Godeita	Goldenaster	Goldenrod	Honeysuckle
Lupine	Mallow	~~Mariposa~~	Menzies'
Morning Glory	Nightshade	Penstemon	Phacelia
Polypod	Primrose	Snapdragon	Sun Rose
Suncup	Sunflower	Tidy Tips	Watercress
Wildrose	Wishbone	Yarrow	
CITRUS & AVOCADO			
Allen	Bacon	Campbell	~~Eureka~~
Mandarin	Pinkerton	Washington	
NATIVE BIRDS			

Auklet	Condor	Cormorant	Goldfinch
Grebe	Guillemot	Gull	Hummingbird
Loon	Murre	Murrelet	Nuthatch
Oystercatcher	Parrot	Pelican	Petrel
Phoebe	Pigeon	Plover	Scoter
Stilt	Warbler	Willet	
CHUMASH WORDS			
Ceanothus	Islay	Juniper	Kaxpanis
Khap	Momoy	Pash	Posh
Pulash	Qayas	Qupe	Sage
Tarragon	Tash	Topo	Toyon
Washiko	Yucca		

ATTACHMENT B

EXISTING STREET NAMES
CITY OF SANTA PAULA
JAN 2023

FULL STREET NAME
13TH ST
5TH ST
6TH ST
ACACIA RD
ACACIA WY
AIRPORT GATE
AMBER DR
ANACAPA MOBILE HOME PARK
ANACAPA TE
APRICOT WY
APRIL LN
ARTHUR AV
ATMORE DR
AUTUMN PATH LN
AVOCADO WY
BAHIA CI
BANK DR
BECKWITH RD
BEDFORD CT
BEDFORD ST
BEECH DR
BEECH TAXI WY
BIRCH ST
BLANCHARD AV
BRADLEY ST
BRETT WY
BRIDGES CT
BRUCE DR
CABRILLO CT
CADWAY ST
CALIFORNIA ST
CALPIPE RD
CAMERON ST
CASABELLA CT
CEDAR ST
CELEBRATION LN
CEMETERY RD
CENTER LN
CESSNA TAXI
CHERRY DR
CHERRY HILL RD
CITRUS ST
CLIFF DR
COLGATE ST
COLTON CT
CORNELL DR
CORONADO CI
CORPORATION CT
CORPORATION ST
CORTE DESCANSO
CORTE GRANADA
CORTE LA BRISA
CORTE LINDA
CORTE MIRA FLORES
CORTE PALOMA
CORTO ST
COUNTRY VIEW CT
CRAIG DR
CRESTVIEW CT
CURTISS TAXI
DALE CT
DANA DR
DARTMOUTH RD
DAVIS ST
DEAN DR
DICKENSON DR
DOGWOOD ST
DOVE CT
E HARVARD BL
E MAIN ST
E ORCHARD ST
E PLEASANT ST
E SANTA ANNA ST
E SANTA BARBARA ST
E SANTA MARIA ST
E SANTA PAULA ST
E SULPHUR MOUNTAIN RD
E VENTURA ST
E VIRGINIA TE
EASY ST
ELDERBERRY CT
ELIOT ST
ELIZABETH CT
ELLFRED CT
ELM ST
ELOISE ST
ENCINO PL
ERNEST DR
ESTRIGA CT

EUREKA DR
FAULKNER RD
FELKINS RD
FERN OAKS DR
FERRIS DR
FERRIS LN
FILLMORE ST
FLOYD ST
FOOTHILL RD
FOREST DR
FREMONTIA ST
FUCHSIA LN
FUERTE DR
GARCIA ALY
GARCIA ST
GATEWOOD LN
GLADE DR
GLEN WY
GRANT LINE ST
GREEN ST
GREENWOOD RD
GUIBERSON ST
HALLOCK DR
HAPPY ST
HARDISON ST
HARVARD BL
HARVEST LP
HARVEY DR
HASS CT
HAWTHORN ST
HIGH ST
HILLSIDE DR
HILLVIEW ESTATES
HOBBS CI
HOGAN #2 TAXI
HOLLY RD
HONEYWOOD CT
HOWARD TAXI
HOWIE CT
JUBILEE PL
JUNE ST
KING CT
KUMQUAT CT
LA VUELTA PL
LARKSPUR ST

LARMON LP
LASSEN DR
LAUREL RD
LAURIE LN
LAZIO TAXI
LEAVENS CT
LEMON WY
LEMONWOOD DR
LILAC LN
LIME WY
LIMONEIRA LN
LINDSAY LN
LISBON PL
LOMA VISTA PL
LOS ROBLES DR
LUCADA ST
MAGNOLIA DR
MANOR RIDGE RD
MANZANITA DR
MAPLE ST
MARCH ST
MARIGOLD LN
MARIN RD
MARIPOSA DR
MC KEVETT HEIGHTS RD
MC KEVETT RD
MEYER CT
MILL PL
MILLER PL
MONTCLAIR DR
MONTE VISTA DR
MONTEBELLO ST
MONTEREY PL
MORO WY
MORRISON LN
MOULTRIE PL
MUNGER DR
MUPU AV
N 10TH ST
N 11TH ST
N 12TH ST
N 13TH ST
N 14TH ST
N 4TH ST
N 5TH ST

N 7TH ST
N 8TH ST
N 9TH ST
N GIBBS DR
N MILL ST
N OAK ST
N OJAI ST
N OLIVE AV
N PALM AV
N PECK RD
N PUMP HOUSE LN
N STECKEL DR
NAVEL CT
NECTARINE DR
NEW ST
OAKDALE PL
OJAI RD
OLD HALLOCK DR
OLINDA WY
ORANGE DR
ORANGE WY
ORCHARD ST
OUTER DR
PACKING HOUSE ST
PALM AV
PALM CT
PAMELA CT
PAMELA LN
PARK ST
PEACH DR
PEACH WY
PEAR DR
PECK PL
PERALTA DR
PERSIMMON WY
PINEHILL LN
PLUM WY
POMEGRANATE PL
POPPY LN
PORTOLA CT
PRIETO ST
PRINCETON ST
QUAIL CT
RAILROAD AV
RALPH WY

REDBUD ST
REDWOOD LN
REGENT CT
RHAME TE
RICHARD RD
RICHMOND CT
RICHMOND RD
RIDGECREST DR
RINCON CT
ROGER RD
ROSEWOOD ST
ROYAL OAKS PL
RUNWAY TAXI
S 10TH ST
S 11TH ST
S 12TH ST
S 13TH ST
S 4TH ST
S 5TH ST
S 7TH ST
S 8TH ST
S CALAVO ST
S GIBBS DR
S HALLOCK DR
S MILL ST
S OAK ST
S OJAI ST
S OLIVE ST
S PALM AV
S PECK RD
S PUMP HOUSE LN
S STECKEL DR
SALAS ST
SAN CLEMENTE
SAN JUAN ST
SAN MIGUEL WY
SAN NICOLAS AV
SANTA CLARA RIVER
SANTA CLARA ST
SANTA CRUZ ST
SANTA MARIA ST
SANTA PAULA BRANCH LINE RR
SANTA PAULA CREEK
SANTA PAULA ST
SATICOY ST

SAY RD
SEVILLE DR
SHASTA DR
SHEFFIELD ST
SHELL RD
SHEPARD RD
SKYLINE DR
SLOVAK ST
SONOMA LN
SOUTHWICK ST
STABEN CT
STANFORD ST
STEARMAN TAXI
STONEGATE RD
SUNKIST DR
SUNNY ST
SYCAMORE ST
TAIL SKID RD
TANGELO WY
TANGERINE WY
TEAGUE DR
TEAGUE RD
TELEGRAPH HW
TELEGRAPH RD
TERRACINA DR
TEXAS LN
THOMAS DR
TIBBETTS ST
TIRRE CT
TODD LN
TOWNS CT
TRENT LN
TRINITY LN
VALENCIA DR
VALENCIA WY

VELA CT
VENUS AV
VERNON PL
VERNON WY
VIA DEL PRADO
VIA PACIFICA
VIA PASADA
VIA SOLANA
VIEW DR
VISTA GRANDE DR
VISTA POINTE PL
W HARVARD BL
W MAIN ST
W PLEASANT ST
W SANTA ANNA ST
W SANTA BARBARA ST
W SANTA CRUZ ST
W SANTA MARIA ST
W SANTA PAULA ST
W VIRGINIA TE
WACO TAXI
WAKEFORD AV
WALDEN ST
WALNUT ST
WARREN AV
WELLMAN WY
WENDY LN
WESTERIA LN
WESTON CT
WHIPPLE RD
WILLOW LN
WOODLAND DR
WRIGHT TAXI WY
YALE CT
YALE ST

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, Interim City Attorney

Subject: UPDATED MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS FOR THE CITY OF SANTA PAULA

Date: October 4, 2023

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7484 approving the "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Santa Paula"

Presented by: Monica Castillo, Interim City Attorney

BACKGROUND:

In an effort to update the procedures and protocols governing Council meetings and operations, City staff prepared a draft Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Santa Paula. At study sessions held on January 18, 2023, March 1, 2023, August 9, 2023, and September 19, 2023, City staff presented the Manual to the Council for its review and direction. A copy of the Manual as revised by the Council is attached to the Resolution (Attachment A).

ANALYSIS:

The Manual updates and modernizes the guidelines governing the conduct of Council (and subordinate body) meetings and conforms the guidelines to State and Federal law. For example, the Manual expands on the rules for disqualifying contributions to appointed (and now) elected officials (Section 8.5), as well as the removal of disruptive members of the public (Section 10.4), among others.

The Manual also provides a meeting structure to govern the order of Council business (Section 6.1) as well as a structure for the consideration of individual agenda items (Section 7.5). The Manual also contains letterhead and email policies. To avoid a Brown Act violation, the email policy now addresses how Council is to respond to an email when all members are contacted by a member of the public about an issue (Section 9.4).

In addition, Section 5.1 provides an updated process for Councilmembers to add an item to

the agenda, depending on whether the item is time-sensitive. For items that are not time-sensitive, the Manual requires a councilmember to provide the subject to be considered in advance of the meeting to the City Manager so that it can be added to the agenda for consideration by the full Council. This avoids the resultant discussion about the merits of the issue in violation of the Brown Act and allows the City Manager to determine there are adequate city resources to prepare the item. For time-sensitive matters (matters needing Council action within 45 days and that were not known before the meeting), the matter may be placed on the agenda for consideration without going through the City Manager. These matters require the support of two councilmembers made by a motion and second at the meeting.

As referenced in Section 10.1, also attached as Exhibit A to the Manual is an updated Code of Conduct. The Code of Conduct governs how City Officials should treat one another, City staff, constituents, and others they come into contact with in representing the City of Santa Paula. The Code of Conduct also contains provisions for enforcement against Councilmembers specifically (Exhibit A, Sections 7 & 8 [censure]), and allows for the removal of a disruptive Councilmember for a period of time needed to cool off.

STRATEGIC PLAN:

This item does not directly support an identified objective of the 2023-2025 Strategic Plan. However, an updated Manual benefits the community by promoting orderly, ethical, and transparent governance.

FISCAL IMPACTS:

None.

OPTIONS:

The Council has the following available alternative options to Staff's recommendations:

1. Do not approve Resolution No. 7484 and continue relying of the current procedural rules; or
2. Provide additional direction to City staff to revise provisions of the draft Manual.

ATTACHMENTS:

Attachment A - Resolution approving Council Procedures Manual-c1.pdf

RESOLUTION NO. 7484

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING A MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. Government Code § 36813 authorizes the City Council to establish rules governing the conduct of its proceedings;

B. The City Council of the City of Santa Paula wishes to adopt certain rules of order and procedure to ensure that government is conducted in the City in an orderly, fair and open way, and that the rights of the people to speak and be heard on matters of public interest are protected; and

C. These rules are intended to comply with, the Ralph M. Brown Act (Government Code §§ 54950 - 54962) and other applicable law. The Brown Act and other applicable law will supersede any conflicting provision of the rules.

SECTION 2: *Adoption of the Manual of Procedural Guidelines.* The City Council hereby adopts the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings ("Guidelines"), attached as Exhibit A.

SECTION 3: The Guidelines shall remain in place until rescinded by resolution of the City Council. All prior resolutions establishing and amending the Guidelines are hereby rescinded.

SECTION 4: This Resolution becomes effective immediately upon adoption and will remain effective until rescinded and superseded by a subsequent resolution.

PASSED AND ADOPTED this 4th day of October, 2023

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, CMC, City Clerk

65283.00001\32852529.1

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

Exhibit A
to
Resolution No. 7484

Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings

TABLE OF CONTENTS

Page

ARTICLE I - SCOPE 1

1.1 Application of Rules 1
1.2 Definitions 1

ARTICLE II - MEETINGS 2

2.1 Regular Meetings 2
2.2 Special Meetings 2
2.3 Emergency Meetings 3
2.4 Attendance 3
2.5 Study Sessions 3
2.6 Adjournment 3

ARTICLE III - NOTICE AND AGENDA 4

3.1 Notice and Agenda for Regular Meetings 4
3.2 Notice and Agenda for Special Meetings 4
3.3 Notice and Agenda for Adjourned Meetings 4
3.4 Affidavit of Posting 5

ARTICLE IV - CLOSED SESSIONS 5

4.1 Generally 5
4.2 Persons Authorized 6
4.3 Confidentiality 6
4.4 Public Reports 6

ARTICLE V - AGENDA CONTENTS 6

5.1 Preparation of Agendas 6
5.2 Description of Matters 7
5.3 Action Items 8
5.4 Resolutions 8
5.5 Ordinances (City Council Only) 9
5.6 Contracts and Agreements 9
5.7 Limitation of Actions by Agenda 10
5.8 Public Comment Period 10
5.9 Exceptions to Agenda Requirement for Action Taken 10
5.10 Minutes and Recordings 11

ARTICLE VI - ORDER OF BUSINESS 11

6.1 Order of Business 11
6.2 Call to Order 12
6.3 Consent Items 12
6.4 City Representatives and Advisory Bodies (City Council Only) 12
6.5 Budgets 14
6.6 Items from Members 14

TABLE OF CONTENTS
(continued)

Page

ARTICLE VII - PUBLIC COMMENT AND PRESENTATIONS 15

7.1 City Council Meeting Presentations 15
7.2 Public Comment 15
7.3 Time Limitations 15
7.4 Additional Procedures for Public Comment on Agenda Items 16
7.5 Procedural Order for Individual Agenda Items 17

ARTICLE VIII - NOTICED PUBLIC HEARINGS 17

8.1 Public Hearings; Notice; Fairness 17
8.2 Continuance of Hearings 18
8.3 Conduct of Hearings 18
8.4 Extra-Meeting Contacts on Matters Set for Public Hearing 20
8.5 Contributions and Recusal (Levine Act) 20

ARTICLE IX - OFFICERS 22

9.1 Presiding Officer 22

9.1.1 Mayor and Vice-Mayor 23

9.2 Representation of Legislative Body 23
9.3 Use of Letterhead. 24
9.4 Email Policy 25
9.5 Social Media Policy 25
9.6 Clerk/Secretary 28
9.7 City Manager 28
9.8 City Attorney 29
9.9 Conflicts of Interest 31
9.10 No Financial Interest in Contracts 31
9.11 Ethical Standards 31

ARTICLE X - DECORUM AND ORDER 31

10.1 Decorum and Order 31
10.2 Persons Authorized To Be Within Platform/Dais 32
10.3 Personal Privilege 32
10.4 Disruptive Members of the Public 32

ARTICLE XI - PARLIAMENTARY PROCEDURES 32

11.1 Procedures In Absence Of Rules 32
11.2 Precedence of Motions 33
11.3 Voting 34
11.4 Votes Needed 34
11.5 Reconsider 35
11.6 Tie Votes 35
11.7 Abstentions 36

TABLE OF CONTENTS
(continued)

Page

11.8 Votes Of Members Previously Absent 36
11.9 Appeals by Members of Legislative Body for Quasi-Adjudicatory Decisions 37
11.10 Findings and Decisions 37
11.11 Presentation of Evidence 37

ARTICLE XII - MISCELLANEOUS 38

12.1 Interpretation 38
12.2 Amendments 38

MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS

(Last amended: October 4, 2023)

ARTICLE I -SCOPE

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of the City of Santa Paula City Council and other constituent, governing bodies and commissions as authorized by Government Code § 36813.

This Manual rescinds and supersedes all prior City resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

City of Santa Paula Resolution No. 6023;
City of Santa Paula Resolution No. 6161;
City of Santa Paula Resolution No. 7264;
City of Santa Paula Resolution No. 7294; and
City of Santa Paula Resolution No. 7376.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

a) "Legislative Body" means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Santa Paula that is subject to the Brown Act (Government Code § 54950 et seq.). This includes the Santa Paula City Council, Planning Commission, Recreation Commission, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.

b) "Presiding Officer" means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council and the Chair of any Commission.

c) "Vice Chair" means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Vice Mayor in the case of the City Council and the Vice Chairperson of any Commission.

d) "Clerk/Secretary" means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the City Clerk in the case of the City.

e) “City Attorney” means the legal advisor to the Legislative Body.

f) “City Manager” means the Chief Executive Officer of the City. The City Manager, or his/her designee, may also serve as the Personnel Officer pursuant to the City’s Personnel Rules and Regulations, adopted May 16, 2005, as may be amended. The City Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the City.

g) “Non-Governing Bodies” means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act. An “ad hoc” committee is an advisory committee not subject to the Brown Act if it (1) consists solely of less than a quorum of its parent Legislative Body, (2) is composed solely of members of its parent Legislative Body, (3) has no continuing subject matter jurisdiction, and (4) does not have a meeting fixed by formal action of its parent Legislative Body.

h) “Sub-Legislative Bodies” means wholly advisory committees which are subject to the Brown Act. An advisory committee is subject to the Brown Act if it (i) is established by ordinance, resolution, or other formal action; or (ii) has a fixed regular meeting schedule; or (iii) has continuing subject matter jurisdiction over a non-temporary issue; or (iv) continues to conduct business in excess of 180 days; or (v) has a majority membership of officials from other Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954 et seq. The purpose of this Manual is to provide that the Legislative Bodies’ procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies’ business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II -MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meeting of the City Council will be held on the first and third Wednesday of each month at 6:30 p.m. in the Council Chambers at City Hall, or at such other times or locations as the Legislative Body may from time to time designate, in the order of adjournment, or in the notice of call of any special meeting. In the event a day of meeting shall be a legal holiday, said meeting shall be held on the next business day, unless otherwise specified by the Legislative Body.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body

for the purpose of transacting the business designated in the call. The means and method for calling such special meeting shall be as set forth in the Brown Act as it now exists in Government Code § 54956 or may hereafter be amended. The City Manager, when necessary for the purpose of conducting city business and the continuity of governance, may request the Presiding Officer to call a special meeting. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Emergency Meetings

An emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists. An "emergency" means:

a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law at Government Code § 54956.5, as may be amended.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. For example, three members of the City Council constitute a quorum. Less than a majority may meet at noticed public meetings to adjourn from time to time, or to compel the attendance of absent members. Any member who fails to attend all of the regular meetings of the Legislative Body for 60 days, unless such absences are excused, shall surrender the office and be deemed to have surrendered the office.

2.5 Study Sessions

The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

2.6 Adjournment

At 10:30 p.m., if business has not concluded, no new business will be considered unless by a majority vote the City Council agrees to begin new business. Items under consideration at 10:30 p.m. may be concluded. If a majority does not agree to begin new business, the remaining items will be postponed to the next City Council meeting.

ARTICLE III -NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted and send such notice to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. Should less than a quorum be in attendance, the Clerk/Secretary will list the attendees in the minutes. If all members

are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. (Government Code § 54955.) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code § 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

ARTICLE IV -CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary may attend each closed session of the Legislative Body and keep and enter into a minute book a record of any reportable decisions made at the meeting.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 7 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or City Attorney shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Following closed session, the Presiding Officer or City Attorney shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and the vote or abstention of every member present.

Votes will be taken in closed session for those reportable actions identified in Government Code § 54957.1 including (1) approval of an agreement concluding real estate negotiations if Council's own approval renders the agreement final; (2) approval given to legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter into an amicus curiae; (3) approval given to legal counsel of a settlement of pending litigation, as defined in the Government Code § 54956.9, if Council accepts a settlement offer signed by the opposing party; (4) a disposition reached as to claims if Council's action approves a monetary payment agreed upon by the claimant; (5) an action to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee (provided such action is within the scope of Council authority); and (6) approval of an agreement concluding labor negotiations if Council's own approval renders the agreement final.

ARTICLE V -AGENDA CONTENTS

5.1 Preparation of Agendas

a) **Agenda Posting**. Barring insurmountable difficulties, the agenda should ordinarily be delivered to the members of the City Council by 6:00 p.m. on

Thursday preceding the City Council's regular Wednesday meeting. In the event of a Special Meeting, agendas should be delivered no less than 24 hours before the time set for the Special Meeting or as promptly as practicable, whichever is earlier. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

b) **Future Agenda Items – Not Time-Sensitive**. Any Legislative Body member may have placed on the agenda any business that should be deliberated upon in the future by the Legislative Body. Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall submit to the City Manager a request to place the matter on a future agenda by completing a City-provided form. The form must be submitted no later than the Monday before the agenda is delivered to members of City Council. Such Monday is referred to in this Section as the "Submittal Deadline." The form will at minimum require a description of the proposed matter for discussion and a requested future meeting date. The matter shall then be listed on the next agenda under "Items for Future Agendas" for discussion of whether it should be a future agenda item. The listing of the matter allows a discussion of whether a staff report should be prepared and the item brought back for consideration. Action to place the item on a future agenda for consideration requires a consensus and the absence of an objection. If there is an objection, the Mayor must call for a majority vote. The City Manager has discretion as to when the item will be placed on the agenda, unless otherwise directed by the City Council.

c) **Future Agenda Items – Time-Sensitive**. If a Legislative Body member does not become aware of a time-sensitive matter before the Submittal Deadline, the member may request by motion that the matter be placed on a future agenda during a meeting. The motion must be made during the portion of the meeting designated for "Items for Future Agendas." At least one other councilmember must second the motion, and if there is none, the item may be submitted using the procedure described in paragraph b), above. A matter is "time-sensitive" if direction or action from the City Council is needed within 45 days. When making the motion, the moving member must state the reason why the matter qualifies as time-sensitive.

d) Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body in consultation with the Mayor (except for any Commission where the responsibility may be assigned to the City Manager's designee), and may place matters on the agenda in accordance with the City Manager's evaluation of administrative priorities and resource capacities of City.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code §54954.2

and, where applicable, §54954.5. Matters may be designated as “pending” and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body’s amendments for later execution by the Presiding Officer.

b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A “minute order” denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member’s board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

5.4 Resolutions

a) A “resolution” is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional explanatory material it often recites) to facilitate such future reference and research.

b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the City Attorney to prepare a resolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shall be followed. All resolutions must be approved by the City Attorney or Deputy City Attorney.

5.5 Ordinances (City Council Only)

a) The City Council is the only Legislative Body empowered to legislate the Santa Paula Municipal Code by adoption of ordinances.

b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction and the second adoption. Unless a Councilmember requests a full reading, a proposed ordinance may be read in title only.

c) When read by title only, further reading of an ordinance may be waived by a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. (Government Code § 36934.)

d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council with the agenda packet for the meeting at which the ordinance is to be introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the Clerk/Secretary with the same formality as resolutions as described above in Section 5.4.

e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the City Council for passage pursuant to Government Code § 36937. If one member is absent in a five-member Council, an urgency ordinance must pass by a unanimous vote. Urgency ordinances may be adopted either at a regular or special meeting. (Government Code § 36934.)

f) All ordinances must be approved by the City Attorney or Deputy City Attorney. No ordinance may be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, the City Manager, or prepared by the City Attorney on his/her own initiative.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the

California Public Records Act. (Government Code §§ 6250 through 6276.48.) All contracts and agreements must, before being placed on the Agenda, be approved as to form and legality by the City Attorney or Deputy City Attorney. Such approval must be indicated in the staff report.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

a) Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

b) Notices and agendas for special meetings must also give members of the public the opportunity to speak before or during consideration of an item on the agenda but need not allow members of the public an opportunity to speak on other matters within the jurisdiction of the legislative body.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

a) Upon a majority determination that an "emergency situation," which is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting.

For the purposes of this Subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the

immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this Subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

a) An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 2 years. (Government Code § 34090(d)). A recording may be deleted without the approval of the Legislative Body and City Attorney if reproduced in an electronic medium that does not allow alteration to the original and the reproduction is a true copy of archival quality kept in a safe and separate place for security purposes. (Government Code § 34090.5.) The Clerk/Secretary must provide to the public, without charge, equipment to review the record.

ARTICLE VI -ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows in accordance with the procedures specified in this Article VI:

a) Call to Order
b) Invocation
c) Flag Salute
d) Roll Call
e) Closed Session Report, if applicable.
f) Public Comment
g) Presentations
h) City Council Reports

i) City Manager Reports
j) Consent Calendar (See Section 6.3 below.)
k) Action Items
l) Items for Future Agendas
m) Adjournment

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. For example, items the City Manager believes will not require City Council discussion and are routine in nature as well as resolutions confirming action from a previous meeting which are brought back for approval of form rather than approval of action may be added as Consent Items. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be subject to public comment procedures in Article VII(Public Comment and Presentations). Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action.

Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. During the meeting, the Clerk/Secretary may be asked to read Consent Items into the record for the purpose of informing the public on the subjects being considered. The following matters are not appropriate for the Consent Calendar:

a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

b) Any matter where the City Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

6.4 City Representatives and Advisory Bodies (City Council Only)

a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions or organizations (e.g., boards

or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Appointees serve at the pleasure of the Council.

b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies, and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act. Such committees are referred to herein as "Sub-Legislative Bodies" and are made subject to the Brown Act pursuant to this Manual.

Advisory bodies and committees may take the following form:

(i) Ad Hoc Committees

The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

(ii) Standing Committees

The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

(iii) Sub-Legislative Bodies and Non-Governing Bodies shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-

Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of a majority of the Council.

(iv) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

c) Santa Paula Municipal Code §12.06, as may be amended, governs the appointment of members to City bodies, committees, boards, and commissions that assist City Council in conducting City business (e.g. the Recreation, Housing and Planning Commissions).

6.5 Budgets

The City Council shall have the power to approve the City budget. Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure, the applicable procedure shall be followed. Further, adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

6.6 Items from Members

a) There is a specific item on the agenda referred to as “City Council Reports” for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members’ attendance at conferences and seminars, or request that staff look into specific matters or similar matters. (See Section 5.1 regarding future agenda items if item requires Council action.) These matters may not be discussed, opined upon or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 7.2. No action may be taken on such matters without being placed on a subsequent agenda.

b) There is an agenda item referred to as “Items for Future Agendas.” Matters are listed under this item pursuant to Section 5.1(b) or (c) where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared.

c) There is an agenda item referred to as “City Manager Reports.” This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

ARTICLE VII -PUBLIC COMMENT AND PRESENTATIONS

7.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Santa Paula community, honors and recognitions for City staff for outstanding service or commitment to the City’s mission and goals. Please Note: This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics. Subject to the discretion of the Mayor, all presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

7.2 Public Comment

At the beginning of any Legislative Body meeting the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a “Public Comment” heading. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the Public Comment period or otherwise, and the Presiding Officer should handle such matters as provided in Section 7.3, below. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body’s consideration of that item, as provided in Section 7.4 below.

7.3 Time Limitations

The time limit to speak for public comments is three minutes during a noticed public meeting, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article VIII. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally. For example, the Mayor may shorten the time limit to accommodate a lengthy agenda. Likewise, the Mayor may extend time if he or she finds

such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

The Legislative Body may also adopt reasonable regulations, including time limits, on public comments. Such regulations should be enforced fairly and without regard to speakers' viewpoints. The Legislative Body has discretion to modify its regulations regarding time limits on public comment if necessary.

7.4 Additional Procedures for Public Comment on Agenda Items

a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda. No speaker may comment on the same item during both the Public Comment period and at the time the item is heard later in the agenda.

b) Each member of the public addressing the Council must submit such written information as the Clerk/Secretary may request for the record, step to the podium, and give their name and address for the record. However, members of the public cannot be required to provide their name or other information as a condition of providing public comment.

c) When any identifiable group of persons, as distinguished from the general public, seeks to address the Council on the same agenda item, the Mayor has the discretion to ask that the group select a spokesperson to address the Council. If additional issues are to be presented at the hearing by any other member of such group, the Mayor may limit the number of persons to address the Council to avoid unnecessary repetition of information presented to the Council.

d) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

e) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

f) A member of the public addressing the Council may not speak on behalf of another member of the public (i.e. "comment by proxy") unless the person whom a speaker is representing attends the meeting and submits his or her own comment card (or equivalent in the case of virtual meetings). Such represented person is not required to stay for the entire meeting.

7.5 Procedural Order for Individual Agenda Items

The procedural order for items of business appearing on the agenda at meetings of the Legislative Body may be as follows:

a) Introduction of item

b) Invite staff presentation.

c) Council invited to ask staff any questions or clarifications

d) Public comment

e) Mayor to ask staff if they have any closing comments and/or responses to public comments.

f) Council deliberation and discussion

g) Introduction of motion, second, further discussion if needed, vote.

After a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII -NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of the aforesaid City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the statute of limitations to challenge the validity of any action taken by the Legislative Body on such matter.

d) In all matters before a Legislative Body, whether a public hearing or otherwise, the Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of

viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-adjudicative and adjudicative proceedings involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

f) When there is a potential for conflict of interest or a due process concern that may impact a public hearing, Legislative Body members may contact the City Attorney. See Section 9.7 for provisions pertaining to City Attorney advice.

8.2 Continuance of Hearings

a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

b) When it is the decision of the Legislative Body to continue an item which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the continued hearing subject to the finding of the Presiding Officer that the testimony is redundant. If found to be redundant, the time allotted for testimony by the individual may be summarily reduced.

d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believes confusion may be created as to the time of the hearing.

8.3 Conduct of Hearings

a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. Written materials included and not included in the agenda packet are received and filed. The Presiding Officer shall permit members of

the Legislative Body to ask questions of staff, but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful. The applicant/representative usually speaks first and is limited to twenty (20) minutes, any portion of which can be used for rebuttal. The City Council may amend this time limit by consensus or majority vote depending on the complexity of the issues. Rebuttal occurs following the remainder of the public testimony.

c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons. All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

d) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

e) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

f) Members of the public are allowed to show videos, PowerPoint presentations or similar presentations provided such video or presentation is relevant to the subject matter of the Legislative Body, is within the established time limit, and is provided to City staff 24 hours in advance of the meeting.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative or adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Legislative Body or with advocacy groups or special interests.

b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

8.5 Contributions and Recusal (Levine Act)

The Levine Act (Gov. Code § 84308) imposes certain disclosure and disqualification requirements on officers with regard to campaign contributions. The Levine Act applies only to a proceeding involving a license, permit, or other entitlement for use.[1]Previously, the Levine Act applied only to officers on appointed boards. With the passage of Senate Bill 1439[2] in 2022, the Levine Act now applies to officers serving on elected boards (such as the City Council) as well.[3]

a) Beginning January 1, 2023, elected and appointed members of Legislative Bodies may not participate in a proceeding involving a party's application for

[1]This is defined as "all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises." (Gov. Code § 84308(a)(5).)
[2]The Fair Political Practices Commission (FPPC), in response to several questions from the League of California Cities and other stakeholders, has adopted implementing regulations to clarify the ambiguous text of Senate Bill 1439 (SB 1439). (See Amended and New Regulations 18438, 18438.1, 18438.2, 18438.3, 18438.4, 18438.5, 18438.6, 18438.7, 18438.8) Further, a lawsuit challenging the constitutionality of SB 1439 (*Family Business Association of California, et al. v. Fair Political Practices Commission*, Case No. 34-2023-00335169-CU-MC-GDS), was brought and subsequently dismissed on June 16, 2023. It is not clear at this time whether the court's decision will be appealed.
[3]SB 1439 does not apply to contributions to members of elected bodies (the City Council) made during 2022.

a license, permit, or other entitlement for use while the proceeding is pending and for 12 months after the final decision is made, if the officer has received a campaign contribution from that party, or the party's agent exceeding $250 in the aggregate.

b) This disqualification is also triggered by the receipt of a donation exceeding $250 from a "participant" in the decision, or a participant's agent, if the member knows or has reason to know that the participant has a financial interest in the decision. A "participant" in general means someone who is not the party but who actively supports or opposes the party's application for a license, permit, or other entitlement and who has a financial interest in the decision. A member aware of any of the following facts "has reason to know" of a participant's potential financial interest:

(i) The participant has an interest in property within 500 feet of the real property at issue in the proceeding;

(ii) The participant has an economic interest in a business entity that may see a significant increase or decrease in customers as a result of the proceeding; or

(iii) The participant has a business relationship with the applicant that may result in additional services provided to the applicant as a result of the proceeding.

c) The member also may not accept, solicit, or direct a contribution from a party, participant, or their agents (if the member knows or has reason to know of the participant's financial interest), exceeding $250 while the proceeding is pending and during the 12 months after the date of the final decision. If such a contribution is received during the 12 months after the final decision, the officer may "cure" the violation by returning the contribution, provided certain conditions are satisfied.

d) "Agent": An "agent" for purposes of this section shall mean a person who represents a party or participant for compensation and appears before or otherwise communicates with the Legislative Body for purposes of influencing the pending proceeding.

e) "Pending": For officers, a proceeding is "pending" when (1) the item is placed on the Legislative Body's agenda, or (2) it is reasonably foreseeable that the decision will come before the member and the member knows or has reason to know the decision is within the jurisdiction of the Legislative Body. For a party or participant, the proceeding is "pending" when it is before the City for action (i.e., when the application is filed). This means that once the application is filed, the party or participant may not make a contribution over $250. An officer who accepts the contribution, however, will not be at risk of violating the Levine Act if the officer does not know or have any reason to know about the proceeding.

f) Officers must take the following steps after learning that a disqualifying contribution was made:

(i) For contributions over $250 made before a final decision, a party, participant, and member who is disqualified pursuant to this section must disclose the contribution on the record of the proceeding. The member must then recuse him or herself from the proceeding unless the member takes the steps described in subparagraph 2 below.

(ii) The member may still participate in the proceeding if (i) he or she knew or should have known about the contribution and proceeding for fewer than 30 days; (ii) he or she discloses the disqualifying contribution on the record, and confirms the contribution in excess of $250 will be returned within 30 days from the time the member knew or should have known about the contribution and proceeding; and (iii) the contribution is returned within that timeframe.

ARTICLE IX -OFFICERS

9.1 Presiding Officer

a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution is not to continue beyond adjournment.

c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden.

9.1.1 Mayor and Vice-Mayor

a) Although a ceremonial position, the Mayor occupies the highest office in the municipal government and is expected to provide the leadership necessary to keep the city moving in the proper direction. Effective mayors act not only as leaders staking out policy positions, but also facilitators of effective teamwork. The Mayor shepherds the City through public meetings and in doing so must ensure the Council's important policy issues and long-term future concerns are fairly debated by the entire Council for the benefit of the public.

b) Each Member elected to the Council is equally qualified and deserving to hold the offices of Mayor and Vice Mayor and each Councilmember should be given ample opportunity to serve in one or both of these offices.

9.2 Representation of Legislative Body

a) The Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Mayor must be a member of the City Council and retains all powers of a Councilmember.

b) The Vice Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Vice Major must be a member of the City Council and retains all powers of a Councilmember.

c) Procedure for Mayoral election:

(i) The Clerk/Secretary will state the procedures for electing the Mayor and Vice Mayor.

(ii) The election of the Mayor will be conducted by the Clerk/Secretary or a designee.

(iii) The Clerk/Secretary will declare that the office of Mayor is vacant and that nominations are open.

(iv) Any member of the City Council may nominate any member of the City Council as Mayor, including him or herself. A second to a nomination is not required.

(v) Any member of the City Council may move to close the nominations at any time after all Councilmembers have had the opportunity to make a nomination. The motion requires a second and must receive a vote of a majority of the City Council to pass.

(vi) After nominations have been closed, the Council can debate the nominations. After deliberations conclude, the Clerk/Secretary will call for the vote on the election of the Mayor.

(vii) The nominees will be voted on in the order the nominations were made.

(viii) The first Councilmember receiving the vote of a majority of the City Council is the Mayor and the election will be closed.

(ix) If no member of the City Council receives a majority vote, the Clerk/Secretary will re-open the nominations and conduct a new election until a Mayor is elected.

(x) The Councilmember appointed as Mayor must have been a member of the Council for approximately two years. In the absence of a Councilmember with sufficient tenure on the Council, priority should be given first to any Member who has not previously served as Mayor or Vice Mayor, and thereafter to the Member with the longest continuous service since last serving as Mayor or Vice Mayor.

d) Procedure for Vice-Mayoral Election.

The election of the Vice Mayor will be conducted in the same manner as the election of the Mayor, except that it is generally expected, although not mandatory, that the Vice Mayor should succeed to the office of Mayor.

e) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

9.3 Use of Letterhead.

Members of the City Council may use official City letterhead to correspond with other public officials and with consultants on matters of City business but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No other Legislative Body or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

9.4 Email Policy

a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Government Code § 7920.0000 et seq). Use of private email accounts for City business may also make them subject to disclosure.

b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs. When sending an email to provide such factual information, a member of the Legislative Body should advise all other members, "Please do not reply all to this email." Where a concern exists regarding whether an email complies with the Brown Act, the email can be forwarded to the City Manager or City Attorney for review.

c) In the event the entire Legislative Body is contacted about an issue on a weekday, for example, by letter or email, either the Presiding Officer or designee shall within 24 hours acknowledge receipt of the communication by replying: "We have received your [email/letter] dated _____. The City Council values your opinions. To avoid any risk of violating of the Brown Act, your [email/letter] has been forwarded to the [City Manager/City Attorney/appropriate staff]. If you have not heard from a City representative within _____ days, please contact the Mayor and/or City Manager."

9.5 Social Media Policy

a) The City Council, as the legislative body of the City of Santa Paula, hereby adopts the following policy regarding the private use of social media by its individual members. This policy is adopted, in part, in light of California Assembly Bill No. 992, effective January 1, 2021, which authorizes members of a legislative body to use social media to communicate with the public, subject to statutory exceptions.

b) The Council acknowledges that social media has become an integral channel of communication between individual members and the public. The Council appreciates that proper use of social media can serve many important functions, including: (1) building awareness and interest around the City (i.e., mission, services, projects, meetings, activities and events, etc.); (2) supplementing the rapid disbursement of emergency information; and (3) fostering civic pride and engagement within the community. The Council recognizes, however, that its members' use of social media must

be balanced against legal obligations with respect to transparency in the conduct of the people's business.[4] For these reasons, the following protocols will be followed.

c) Definitions

(i) City: the City of Santa Paula, California.

(ii) Councilmember and other public officials: any member of the City Council and any member of a City Council-appointed committee or other governing body of the City of Santa Paula

(iii) City business: information relating to the conduct of the public's business or communications concerning matters within the subject matter of the City's jurisdiction, including, but not limited to, pending or potential City projects, past or prospective City agenda items, or City budgets or expenditures involving City funds.

(iv) Open and accessible to the public: members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(v) Social media platforms: an online service that is open and accessible to the public. Examples include Snapchat, Instagram, Facebook, Twitter, blogs, TikTok and Reddit.

d) Public Records Act: Councilmembers and other public officials should be aware that their posts, comments, and responses about City business on social media platforms, whether on public or private pages, may be subject to disclosure under the Public Records Act.

e) First Amendment: Councilmembers and other public officials should also be aware that their private social media accounts may be transformed into public forums where members of the public may have First Amendment rights. In determining whether a private social media page has become a public forum, courts have examined factors including:

[4]E.g., the Brown Act requires that legislative bodies of public agencies deliberate and take action openly. (Gov. Code §§ 54950 et seq.). Additionally, communications regarding City business on private accounts may be subject to disclosure under the Public Records Act. (Gov. Code §§ 7920.0000 et seq.)

(i) How the public official is identified on the site (i.e., is she identified as “Mayor” or simply “Jane Doe”?);

(ii) How the page is titled (i.e., is the account registered as a governmental account or a private account?);

(iii) How the public official “invites” users to use the page (i.e., in cases in which the account was deemed a public one, the public official solicited the public’s opinion on City matters);

(iv) Whether the public official is “transacting” City matters on the site (i.e., posting about matters before the City);

(v) Whether City employees help maintain and operate the site; and

(vi) Whether the public official uses the site to engage directly with the public (i.e., replying to constituent comments regarding City business).

f) Whether an account is private or public is fact-specific and depends on the totality of the circumstances. In some instances, courts have sided with plaintiffs in finding that public officials’ use of their social media accounts have turned those sites into public forums.2 For these reasons, Councilmembers shall comply with the following best practices:

(i) No use of City staff: Councilmembers and other public officials will not use City staff to help maintain their personal accounts on social media platforms.

(ii) Separate accounts; private page disclosure: Councilmembers and other public officials will keep all personal social media accounts separate from those of the City and other Councilmembers. To that end, Councilmembers and other public officials should include language that is substantially similar to the following on all personal pages: “This is my personal social media and is not intended as a forum to discuss City business.”

(iii) Content moderation if potential public forum: If there are reasons to believe that a Councilmember or other public official’s private social media page has turned into a public forum, the Councilmember or public official should not block members of the public from the page or delete comments with which they disagree.

g) Brown Act: Councilmembers and other public officials may engage in separate conversations or communicate on social media platforms to answer

questions, provide information to the public, or solicit information from the public regarding City business. In accordance with AB 992, Councilmembers and other public officials will not do either of the following on a social media platform:

(i) Discussion by a majority: Discuss City business with a majority of Councilmembers or, as applicable, with a majority of the relevant City Council-appointed committee or commission. That includes communicating, posting, sharing, commenting, or using digital icons (i.e., a thumbs up or an emoji); or

(ii) Direct responses: Respond directly to another Councilmember or other public official's communication, comment or post if the topic concerns City business.

h) Consequences: Failure of a Councilmember to abide by this policy, following its adoption, may result in censure by the Council.

9.6 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused, and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.7 City Manager

a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body, but shall have no vote. The City Manager, shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body and may present information relating to matters before the Legislative Body.

b) Consistent with Title 3, Section 31.08, Powers and Duties of the City Manager, of the Santa Paula Municipal Code, it shall be the duty of the City Manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits, and privileges granted by the Council are faithfully observed. Further, it shall be the duty of the City Manager to recommend to the Council for adoption such measures and ordinances he/she deems necessary and to prepare, submit and administer, after adoption by the City Council, the annual budget and salary plan. It shall be the duty of the City Manager to keep the Council at all times fully informed as to the financial condition and needs of the city.

9.8 City Attorney

a) The City Attorney, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The City Attorney, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form and legality by the City Attorney. Contracts may be approved as to form and/or legality by the City Attorney when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the City Attorney for a ruling.

b) Any member of the Legislative Body may request from the City Attorney a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The City Attorney is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the City Attorney may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence any discussion with the City Attorney which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the City Attorney. The City Attorney shall not have an attorney-client relationship with individual councilmembers. The City Attorney is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law, including the Rules of Professional Responsibility promulgated by the State Bar.

c) The City Attorney has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the City Attorney to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question at issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the City Attorney. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the City Attorney the Legislative Body member wishes to participate in the decision making process with immunity from prosecution or enforcement, the City Attorney shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

d) [City Council Only]. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These “friend of the court” or “amicus” briefs have the effect of informing the court how widespread its opinion will be and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct City Attorney to file or join an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City-related interests such as, without limitation, the interests of employee organizations, law enforcement, or public safety.

(i) Upon receipt of the request, the City Attorney shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or City Attorney who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The City Attorney may otherwise place an amicus request on the agenda on his or her initiative.

(ii) In lieu of the foregoing process, where there is urgency to the matter, the City Attorney is authorized to undertake the filing of the letter or brief where (i) in the opinion of City Attorney the legal matter significantly affects the interests of the City, (ii) the City Attorney has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5000, and (iv) the City Attorney makes a written report of the action to the Legislative Body.

(iii) Approval given to City Attorney to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency’s ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.9 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where recusal from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their recusal from the matter when it is first opened, and then shall set forth the reason for the recusal with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision, including inquiries and discussion with City staff. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

9.10 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of Government Code §1090 et seq. made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.11 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

ARTICLE X -DECORUM AND ORDER

10.1 Decorum and Order

a) The rules governing decorum and order in the governance of the City is attached hereto as Exhibit A (the "Code of Conduct"). The Code of Conduct describes the manner in which City Officials should treat one another, City staff, constituents, and others they come into contact with in representing the City of Santa Paula. The Code of Conduct is intended to advance the City's goals by providing efficient and high quality services to City residents and a safe and productive work environment for the City's employees.

10.2 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer or the City Manager.

10.3 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned or impugned.

10.4 Disruptive Members of the Public

Members of the public have the right to criticize the Legislative Body and public officials, which may involve the use of profanity and other forms of expression. The public does not have the right to impede the orderly conduct of a public meeting. When a member of the public is disruptive, the Presiding Officer must warn the individual that their behavior is disrupting the meeting and their failure to stop their behavior may result in their removal. If the individual does not promptly cease the disruptive behavior, the Presiding Officer or their designee may order removal of the individual. "Disruptive behavior" means behavior that "actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting," including but not limited to: (1) behavior that violates one of the Legislative Body's regulations addressing the conduct of open meetings or any other law, or (2) behavior a reasonable observer would perceive as an actual threat to use force by that member of the public. (Government Code § 54957.95.) Removal of the disruptive person should only be used as a last resort.

ARTICLE XI -PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

a) City Council proceedings should be governed by common sense and good taste. Pursuant to applicable laws, including, without limitation, the Santa Paula Municipal Code, any issue of procedure relating to the conduct of a meeting or hearing not otherwise provided for in this Article XI may be determined by the Mayor, subject to a vote of the entire Council. In addition, the City Council may, upon majority vote, alter or modify any provision of this Article (hereinafter, "Rules") when appropriate or desirable.

b) These Rules are adopted to expedite the City Council' s business transactions in an orderly fashion and are procedural only. **Failure to strictly observe these Rules will not affect the Council's jurisdiction or invalidate any Council action conforming with applicable law**.

c) Any provision of these Rules not governed by the Government Code or other applicable law may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be removed at any time by the same vote of members. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

11.2 Precedence of Motions

a) A motion may be debated by the Legislative Body after it is made. During debate, any member of the Legislative Body may "call for a second." If a second is not forthcoming, the motion dies for lack of a second. If the motion is seconded, the debate may continue.

b) When a motion is before the Legislative Body, no other motion may be considered except:

(i) Motion to Amend — (debatable only as it relates to the amendment)

An amendment which modifies the motion is in order. However, a substitute motion is in order if the intent is changed. Amendments are voted on first, and the main motion vote is last. A motion may be amended more than once with each amendment being voted on separately. There may only be one amending motion on the floor at any one time.

(ii) Motion to Postpone — (a motion to postpone indefinitely is debatable)

If such a motion is adopted, the principal question is lost. Motion to postpone to a definite time is subject to debate and amendment as it relates to propriety of the postponement and time set.

(iii) Motion to Table — (Undebatable and not subject to amendment)

The purpose of a motion to table is to temporarily bypass the item. If a motion to table is adopted, the item may be taken from the table at any time before the adjournment of the next regular meeting. If the item is not taken from the table in the time specified, the business of the item is lost.

(iv) Motion for Previous Question (Undebatable)

A motion for previous question closes debate on the main motion and is non-debatable. If motion fails, debate is reopened; if motion passes, then vote must be taken on the main motion.

11.3 Voting

a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

b) The order voting shall be random with the Mayor voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

c) During a collective vote (Ayes and Nays), silence of any Councilmember denotes an affirmative vote.

d) Any Councilmember has the right to enter into public record reasons for dissent or protests against any motion carried by the majority.

11.4 Votes Needed

a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing the issuance of these financial instruments requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

d) If a motion is lost on an ordinance or any motion when the legally required number of votes for passage is three (3), when two (2) members of the Legislative Body are absent, the matter will be automatically continued to the next regular meeting. In the case of an Urgency Ordinance, which requires a four-fifths vote to pass, a unanimous vote on a motion is required for passage when one (1) Councilmember is absent.

11.5 Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. The motion for reconsideration is debatable and has precedence over a pending motion. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. If the action to be reconsidered is a Public Hearing item, it must be re-noticed in the event the motion to reconsider passes. Where it is clearly established that all interested members of the public are still present, however, the item may be reconsidered without further notice. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.6 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of

such appeal. In such case, the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body. A member of the Legislative Body may change his/her vote only if the change is made immediately following the announcement of the vote by the Presiding Officer and before the next agenda item is announced.

11.7 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. A member of the Legislative Body who publicly announces that he/she is abstaining from voting on a particular matter will not subsequently be allowed to withdraw the abstention. In the event of such a perceived conflict (as opposed to a legally-disqualifying conflict), the member is not required to leave the dais.

a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the City Attorney. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

11.8 Votes Of Members Previously Absent

a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote,

the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

c) The foregoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.9 Appeals by Members of Legislative Body for Quasi-Adjudicatory Decisions

Except where otherwise provided, a member of the City Council may be deemed an interested person in any decision by a subordinate body and shall have standing to appeal to the City Council any decision by the subordinate body, or any determination made by any official of the City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be de novo. “De novo” means that the City Council decides the appeal without deference to the subordinate body’s decision and decides the matter on appeal as if heard for the first time. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant, and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given.

11.10 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of “findings” of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

11.11 Presentation of Evidence

a) Oral Evidence

Oral evidence may be taken on oath or affirmation if requested by the Legislative Body.

b) Exhibits and Documents

Documentary evidence, exhibits, written communications, and documents used and relied upon by the Legislative Body during meetings must be made part of the record.

c) Communications and Petitions

All communications and petitions must be read aloud either in full or in summary. A reading in full must be made at the request of a majority of the Legislative Body. All such communications and petitions may be placed into evidence at the discretion of the Legislative Body.

d) Staff Reports

A written staff report should be prepared and orally reviewed as part of the staff presentation. Such report is evidence and part of the record.

e) Large Maps and Displays

Large size maps and displays presented for use at the hearing should be displayed in full view of the Legislative Body. When practicable, such maps or displays, or their authentic reductions, will be placed into the record.

f) Admissible Evidence

A Public Hearing need not be conducted according to legal rules of evidence. Any evidence may be accepted if it is relevant and of the type which reasonable persons rely upon in conducting serious affairs. Irrelevant and unduly repetitious evidence will be excluded.

ARTICLE XII - MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe, or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' prior written notice thereof has been given to all Legislative Body members serving the City. Such notice shall identify the Section or Sections of the Manual proposed to be amended.

Exhibit A

CODE OF CONDUCT

CODE OF CONDUCT

This Code of Conduct is designed to describe the manner in which Councilmembers should treat one another, city staff, constituents, and others they come into contact with. Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect of each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

1.0 Council Conduct with One Another

a) Members of the Legislative Body should refer to one another formally during public meetings as Mayor, Vice Mayor or Councilmember followed by the individual's last name.

b) Difficult questions, though challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, members of the Legislative Body to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

c) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate. It is the responsibility of the Chair to keep the comments on track during public meetings. Members of the Legislative Body should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason.

d) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

e) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities, which disrupt, disturb or otherwise impede the orderly conduct of the Legislative Body meeting.

g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

h) The members of the Legislative Body shall not engage in communications between themselves during the Legislative Body meeting regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly-noticed agenda item. Legislative Body members should not leave the room during an agenda item.

i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

j) No Legislative Body member attending a meeting of another City commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

k) The Legislative Body may censure its own members for misconduct pursuant to Section 7.0, below.

2.0 Council Conduct with City Staff

a) Governance of a city relies on the cooperative efforts of elected officials, who set policy, and city staff, who implement and administer the Legislative Body's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

b) During meetings, City staff and employees shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed

to the Presiding Officer and not to any individual Legislative Body member or member of the public.

c) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, the City Attorney, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the City Attorney. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

d) Members of the legislative body should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Members of the legislative body must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.

e) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

3.0 Council Conduct with the Public

a) In Public Meetings, members of the Legislative Body should make every effort to make the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

b) Members of the Legislative Body should be fair and equitable in allocating public hearing time to individual speakers. The Presiding Officer will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Presiding Officer may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

c) Each speaker may only speak once during a public hearing unless a Member of the Legislative Body requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Presiding Officer reopens the public hearing for a limited and specific purpose.

d) It is disconcerting to speakers to have Members of the Legislative Body not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as “smirking,” disbelief, anger or boredom.

e) Only the Presiding Officer, not individual Members of the Legislative Body, can interrupt a speaker during a presentation. However, an individual Member can ask the Presiding Officer for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

f) If speakers become flustered or defensive by questions, it is the responsibility of the Presiding Officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by individual Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. A Member’s personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

g) Members of the Legislative Body should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

h) The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body.

i) Members of the Legislative Body will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise a particular action, or to promise City staff will do something specific (fix a pothole, plant new flowers in the median, etc.)

4.0 Council Conduct with Other Public Agencies

a) When any Member appearing before another governmental agency or organization to gives a statement on an issue, the Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

b) If the Member is representing the City, the Member must support and advocate the official City position on an issue, not a personal viewpoint.

c) If the Member is also a voting member on another organization’s body whose position is different from the City, the Member should abstain from voting on the issue if it significantly impacts or is detrimental to the City’s interest. Members of the

Legislative Body should be clear about which organizations they represent and inform the Mayor and Council of their involvement. If there is a chance another organization's position significantly impacts the City's interest, Members should consult the City Attorney.

5.0 Council Conduct with Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Qualified individuals who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a) If attending a Board or Commission meeting, be careful to only express personal opinions.

b) Councilmembers may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

c) Members of the Legislative Body should not contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for individual Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

d) The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Councilmembers, nor do Councilmembers have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

e) Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

6.0 Other Council Conduct While In Office.

Unless expressly stated otherwise in this section, each member of the City Council shall:

a) Safeguard the ability to make independent, objective, fair and impartial judgments by scrupulously avoiding financial and social relationships and transactions that may compromise, or give the appearance of compromising objectivity, independence and honesty.

b) Not deliberately lie or mislead the public, staff, or fellow Members, unless there is a good faith belief that full disclosure of facts would potentially violate the law.

c) Consider whether an action exceeds or appears to exceed authority of his or her office for personal or financial gain. When in doubt, avoid actions that create, in the mind of a reasonable observer, the appearance of impropriety, ethical lapses, legal violations or actions inconsistent with this Code of Conduct or the Manual.

d) Refrain from making unauthorized commitments or promises of any kind purporting to bind the City. Refrain from any gratuitous comments that may harm the City's position in litigation or potential litigation.

e) Refrain from using status as a public officeholder to influence the outcome of a community meeting. When attending as a resident, indicate when expressing personal opinions and refer questions related to City policies to the City Manager.

f) Utilize City resources, including but not limited to, equipment, supplies, staff time, telephones, computers and fax machines in a manner consistent with City policies, the Fair Political Practices Commission regulations and state laws.

g) Ensure that correspondence paid for with public funds or on City stationery must relate to bona fide City business and must not purport to advance or advocate a policy not previously approved by the City Council. No Member shall create or transmit any City correspondence without authorization from the City Council to serve as spokesperson for this purpose. Councilmembers may distribute City public information.

h) Legislative Body members are encouraged to notify the City Attorney when an employee communicates alleged misconduct by the City Manager.

i) Legislative Body members are encouraged to share with the City Manager information received that may be relevant to the best interests of the City.

7.0 Enforcement of Legislative Body Member Decorum During Meetings

a) When a Member disrupts a meeting by speaking out of turn or continually seeking the floor to rebut other Members who disagree, the Presiding Officer should first firmly but calmly remind the Member of the rules of procedure and decorum. If the Member continues to disrupt the meeting, the Presiding Officer's next step is to state, "The member is out of order and will not speak until called upon." If the behavior still persists, the Presiding Officer is to name the offender, describe the offender's unruly behavior, and instruct the City Clerk/Secretary to record the cited behavior or words in the minutes. A member of the Legislative Body may (but is not required to) then make a

motion to impose a penalty on the offending Member or the Presiding Officer may ask, "What penalty should be imposed on the member?" Possible motions that the Legislative Body can make include:

1. A motion that the member must apologize

2. A motion that the member must leave the chambers for the remainder of the meeting or for a shorter period of time to cool off.

If the Legislative Body wants the Member to leave the chambers while the penalty is discussed, this option must be presented in the form of a motion. If the Legislative Body does not ask the Member to leave during the discussion, the Member should be allowed to speak briefly in his or her defense. If the Member denies the charges, then the City Clerk/Secretary can read back what he or she has said or done. Expulsion from the meeting requires a two-thirds vote. At the request of a single Member, the vote must be taken by ballot.

b) The Santa Paula Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He or she shall carry out all orders and instructions given to him or her by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject the disruptive Member.

c) In the event the disruptive Member is the Presiding Officer, the Vice Chair shall carry out the enforcement of order and decorum as described in this section.

8.0 Censure of Legislative Body Members

a) It shall be a violation of this Code of Conduct for any sitting Member of a Legislative Body to violate any general law or regulation, and any rule, law, ordinance, or resolution of the City of Santa Paula. It shall also be a violation of this Code of Conduct for any sitting Member of a Legislative Body to violate a policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

b) Any violation of this Code of Conduct by a Legislative Body Member may be punished through the administration of a public censure of the member by the member's legislative body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a legislative body member's conduct.

c) A Legislative Body Member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation, if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

1. Only a sitting Member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

2. Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body Member with a copy delivered concurrently to the clerk/secretary by the member initiating the charge.

3. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. Which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all other Legislative Body members.

4. Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

d) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of charges to the Member and clerk/secretary. The hearing may not be continued except upon the absence from the meeting of a Member of the Legislative Body other than the Member bringing the charge or the member who is the subject of the charge.

e) The hearing shall be conducted in an open session by the presiding officer unless the presiding officer is a party to the action, in which case the vice chair or some other Member shall conduct the proceedings. The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

f) Passage of the motion for censure shall require a majority vote of the Members of the Legislative Body. The voting members shall not go into closed session for deliberation.

g) If the motion for censure does not pass, the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body Member for a period of one (1) calendar year from date of the vote. However, new proceedings may be commenced on the

same charges within the one (1) year period on the vote of 4 members of the five-member Legislative Body.

h) If the motion for censure does pass, such motion shall become a part of the public record, a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body Member. A censure can include:

1. Adoption of a resolution expressing disapproval of the conduct giving rise to the censure.

2. Removal from representing the Council at any activities where they might be designated by the Council as a representative of the City.

3. Removal or non-appointment of a Legislative Body Member from committees.

4. Removal or non-appointment of a Legislative Body Member from the offices of Mayor or Vice-Mayor.

Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	Wednesday, October 18, 2023	Proposed Date
CDD	Community Development Department Report	10/18/23
Admin	Property Transfer Agreement with Chevron	10/18/23
Finance	Year-end and First Quarter Fiscal Review	10/18/23
Finance	CFD Bond Issuance	10/18/23
PW	Chloride Source Study Report	10/18/23
Admin	Review Flag Policy	10/18/23
Finance	Travel Policy Update	10/18/23
	Wednesday, November 1, 2023	
CDD	Façade Improvement Program	11/1/23
Finance	Measure T Annual Report	11/1/23
Admin	Proclamation – 100th Birthday – Albino Pineda	11/1/23
Admin	City Manager Department Report	11/1/23
P&R	Senior Advisory Committee Presentation	11/1/23
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	
P&R	Oil Museum Use Options	
Attorney	Municipal Code Update Overview	October
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
PW	Citywide Street Maintenance Construction Award (Fall PMP Funding)	
Admin	SoCal Edison Discussion on Rates	
Finance	Unclaimed Funds	
CDD	VCTC Update on Railroad	
CDD	Cultural Arts Update	
CDD	Housing Element Update	
Attorney	Invocation Policy Update	
Finance	Annual City Audit	
CDD	ADU Ordinance	
Legal	Fire MOU Amendment	

Updated 9/28/2023