City of Santa Paula

City Council Regular

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL REGULAR

WEDNESDAY, AUGUST 19, 2026

5:30 PM - City Council Regular Meeting

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

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

AMENDED AGENDA ITEM 3.C

CITY COUNCIL CLOSED SESSION 5:30PM AND REGULAR MEETING 6:30PM

Regular meetings. Regular City Council meetings are scheduled for the first and third Wednesdays of every calendar month in the Council chambers except as otherwise permitted under Cal. Gov't Code § 54954, and any successor statute or regulation. Regular City Council meetings begin at 5:30 p.m. for closed session matters, and at 6:30 p.m. for all other matters addressed in open session.

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. Providing your name, address, or other identifying information on the form is voluntary and requested to assist the City with orderly meeting administration and provide context to comments. Include the Agenda item number, when appropriate. ***Public comments are limited to 3 minutes.*** Speakers using a translator will be provided at least twice the allotted time, unless simultaneous translation equipment is available and used by the City.

HOW TO ATTEND AND PROVIDE REMOTE PUBLIC COMMENT

Members of the public may attend the open portions of the meeting remotely using the two-way audiovisual platform and call-in option listed below:

Join Zoom Meeting

https://us02web.zoom.us/j/82221188570?pwd=rMCVAqBIeBboImTXfOiWvGh7IgyIXb.1

Meeting ID: 822 2118 8570

Passcode: 153172

Or One tap mobile

+16694449171

If the platform includes automatic captioning, the City will activate that function during the meeting. To provide remote oral public comment, use the platform's "raise hand" feature or press *9 by phone when the ite4m is called; press *6 to unmute when prompted. No advance email request is required to attend remotely or to provide remote oral public comment. However, the City asks that anyone wishing to provide remote public comment send an email to the City Clerk's office at cityclerk@spcity.org on the day of the meeting by 3:00 p.m. and include the item number in the email subject line. This will help the City better facilitate public comment. Remote public comments are subject to the same time limits as in-person public comments. For technical assistance before the meeting, contact the City Clerk at cityclerk@spcity.org or (805) 933-4208.

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE
Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: https://www.spcity.org/523/Public-Meeting-Agendas.
NOTE: Special Meetings are generally not recorded, nor generally available on Channel 10 or

live feed on the City website.

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.

TRANSLATED AGENDAS; INTERPRETATION ASSISTANCE; REQUESTS

This agenda and instructions for joining the meeting and providing remote public comment are at the following link: https://www.spcity.org/523/Public-Meeting-Agendas. Members of the public may post additional translations of the agenda at City of Santa Paula City Hall, 970 Ventura Street, Santa Paula, California. Members of the public who wish to translate a meeting or receive interpretation from another member of the public may request reasonable assistance by contacting the City Clerk at cityclerk@spcity.org or (805) 933-4208. Assistance may include arranging space for interpreters, allowing additional time for interpretation, or allowing the use of personal equipment or facilities for commercially available interpretation services. To request meeting agendas or agenda documents by email or through the City's agenda management system, contact the City Clerk at cityclerk@spcity.org or use the following link: https://www.spcity.org/523/Public-Meeting-Agendas.

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 a disability-related modification or accommodation, including auxiliary aids or services, to participate remotely or in person in this meeting, please contact the City Clerk at (805) 933-4208 or cityclerk@spcity.org. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Requests will be received and resolved promptly, with any doubt resolved in favor of accessibility. (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.

5:30PM CLOSED SESSION

1. CALL TO ORDER

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. CLOSED SESSION

3.A CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code section 54957.6 Agency designated representative(s): Monica Castillo, City Attorney Unrepresented employee: City Manager

3.B PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957 Title: City Manager

3.C CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION pursuant to Government Code section 54956.9(d)(2) Significant exposure to litigation: 2 potential cases

6:30PM REGULAR SESSION - COUNCIL CHAMBERS

4. 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.

5. INVOCATION

6. FLAG SALUTE

7. ROLL CALL

8. CLOSED SESSION REPORT

9. PUBLIC COMMENT

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

10. PRESENTATIONS

10.A GIRLS SOFTBALL CHAMPIONSHIP RECOGNITION

10.B LABOR DAY PARADE POSTER PRESENTATION

10.C VENTURA COUNTY FOOD SHARE PRESENTATION

10.D **POLICE DEPARTMENT REPORT**

Prepared by: Police Chief Don Aguilar

RECOMMENDATION:
Receive and File Police Department Report

11. CITY COUNCIL REPORTS

12. CITY MANAGER REPORTS

13. 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.

13.A **EDIBLE FOOD RECOVERY EQUIPMENT AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND SPIRIT OF SANTA PAULA**

RECOMMENDATION:
Staff recommends that the City Council:

1. Accept CalRecycle SB 1383 Local Assistance Grant Program (OWR4) funding in the amount of $89,465.00, which CalRecycle awarded the City in February 2024.
2. Authorize a budget adjustment recognizing both the revenue allocation for OWR4 state grant funds, as well as the expense allocation needed to pay for grant eligible expenditures, for $ 89,465 in GL accounts 305-4-5000-4049 and 305-5-5052-209.
3. Approve, and authorize the City Manager to execute, the Edible Food Recovery Equipment Agreement between the City of Santa Paula and Spirit of Santa Paula.

13.B **BUDGET APPROPRIATION OF $50,000 FROM FUND BALANCE 115 TO SECURE THE 2027 FOURTH OF JULY FIREWORKS SHOW**

RECOMMENDATION:
Staff recommends that the City Council:

1. Appropriate $50,000 from the available fund balance to GL account # 115-5-1502-181 to the Parks & Recreation Department budget for the 2027 Fourth of July Fireworks Show.
2. Authorize the issuance of a Purchase Order and payment of the required 50% deposit to Pyro Spectaculars, Inc. to secure the City's 2027 fireworks display.
3. Authorize the Finance Director to recognize and apply future sponsorships, donations, and fundraising revenue toward these event expenditures, reducing the City's net cost to Fund 115 as revenues are received.

Presented by: Greg Barnes, Parks and Recreation Director

13.C **ENGEO PROFESSIONAL SERVICES AGREEMENT**

RECOMMENDATION:

Staff recommends that the City Council convene as the GHAD Board to:

1. Approve an increase to the Fiscal Year 2026-2027 expense budget in GL 503-5-5029-209 for the Santa Paula Geologic Hazard Abatement District (GHAD) by $21,150, increasing the budget from $45,000 to $66,150.
2. Authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated to provide GHAD Manager services for the Santa Paula GHAD, in a form approved by the City Attorney, in an amount not to exceed $66,150 for Fiscal Year 2026-2027.

13.D **LAND AND WATER CONSERVATION FUND GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7627 authorizing the submission of a grant application to the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) for the Santa Paula Regional Sports Park – Phase II.

13.E **SCHOOL RESOURCE OFFICER CONTRACT WITH SANTA PAULA UNIFIED SCHOOL DISTRICT**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager to execute the School Resource Officer (SRO) MOU with the Santa Paula Unified School District (SPUSD), subject to SPUSD approval.

13.F **WATER ENTERPRISE PURCHASE OF ONE (1) NEW 2027 FORD F-600 STEEL BODY DUMP TRUCK**

RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to the purchase of one (1) new 2027 Ford F-600 Steel Body Dump Truck through Sourcewell, a cooperative purchasing program, for a total cost of $128,099.53

13.G **AMENDMENT NO. 3 TO VENTURA REGIONAL SANITATION DISTRICT OPERATION AND MAINTENANCE CONTRACT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 3 to VRSD

Contract No. 21-004, Agreement for Wastewater Facility Operation, Management, and Maintenance Between City of Santa Paula and Ventura Regional Sanitation District (VRSD).

13.H **RESPONSE TO CIVIL GRAND JURY REPORT ENTITLED COUNTYWIDE RESPONSE TO PUBLIC COMPLAINTS ABOUT FIREWORKS**

RECOMMENDATION:

Staff recommends that the City Council:

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

Presented by: Don Aguilar, Police Chief

13.I **PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP FOR PLAN REVIEW AND INSPECTION SERVICES FOR BUILDING & SAFETY, AND ENGINEERING/GRADING.**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year Professional Services Agreement with Interwest Consulting Group to provide building plan review and inspection services, with a not-to-exceed amount of $80,000 per fiscal year, subject to review by City Attorney.
2. Take such additional, related action that may be desirable.

13.J **JULY 2026 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for July 2026, starting check number 344754 and ending check number 345036.
2. Review and accept the "Certification of Salaries" for the pay period ending dates June 26th, 2026, through July 24th, 2026.

13.K **FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) WITH SPUSD AND A CONTRACT WITH ALL CITY MANAGEMENT SERVICES (ACMS) FOR CROSSING GUARD SERVICES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a fourth amendment to a Memorandum of Understanding (MOU) with the Santa Paula Unified School District (SPUSD) to pay for school crossing guard services; and
2. Authorize the City Manager to enter into a contract with All City Management Services, Inc. (ACMS) for crossing guard services in an amount not to exceed $247,968 for the one-year initial term.

14. ACTION ITEMS

14.A **2025-2027 CITY COUNCIL TWO-YEAR STRATEGIC PLAN IMPLEMENTATION PROGRESS REPORT, ONE-YEAR UPDATE**

RECOMMENDATION:

Staff recommends the City Council receive a progress report on the Council's Two-Year Strategic Plan as a one-year update.

Presented by: Aminah Mears, DPA, Deputy City Manager

15. ITEMS FOR FUTURE AGENDAS

15.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items and give consideration to two Councilmember requests for future discussion and action.

Presented by: City Manager Dan Singer

16. 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 Regular

From: Donald Aguilar, Police Chief

Subject: POLICE DEPARTMENT REPORT

Prepared by: Police Chief Don Aguilar

Date: August 19, 2026

Agenda Item: 10.D

RECOMMENDATION:

Receive and File Police Department Report

BACKGROUND:

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

ANALYSIS:

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

- Mid-year Crime Statistics will be reported
- Report on Community Engagement will be presented
- Update on Training Audit will be provided
- Audit of the Investigations Unit will be given
- Sworn and Civilian staff update will be presented
- Progress on Police Chief Advisory Committee will be provided

STRATEGIC PLAN:

The quarterly report provides a metric for Strategic Plan Goal C, Public Safety & Emergency Preparedness.

FISCAL IMPACTS:

None

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: EDIBLE FOOD RECOVERY EQUIPMENT AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND SPIRIT OF SANTA PAULA

Date: August 19, 2026

Agenda Item: 13.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept CalRecycle SB 1383 Local Assistance Grant Program (OWR4) funding in the amount of $89,465.00, which CalRecycle awarded the City in February 2024.
2. Authorize a budget adjustment recognizing both the revenue allocation for OWR4 state grant funds, as well as the expense allocation needed to pay for grant eligible expenditures, for $ 89,465 in GL accounts 305-4-5000-4049 and 305-5-5052-209.
3. Approve, and authorize the City Manager to execute, the Edible Food Recovery Equipment Agreement between the City of Santa Paula and Spirit of Santa Paula.

BACKGROUND:

To reduce food waste and help address food insecurity, Senate Bill (SB) 1383 (Lara, 2016) requires California to recover, by 2025, twenty percent (20%) of edible food that would otherwise be sent to landfills, to feed people in need. The law directs the following:

- Jurisdictions must establish food recovery programs and strengthen their existing food recovery networks.
- Food donors must arrange to recover the maximum amount of their edible food that would otherwise go to landfills.
- Food recovery organizations and services participating in SB 1383 must maintain records.

This Edible Food Recovery Equipment Agreement between the City of Santa Paula and Spirit of Santa Paula (Agreement) will provide much needed equipment to the Spirit of Santa Paula (Spirit) to enable the organization to not only continue, but to strengthen, its ability to distribute recovered edible food to the most vulnerable members of our local community.

Because the equipment described within the Agreement is purchased with SB 1383 grant funds provided to the City by the California Department of Resources Recycling and Recovery (CalRecycle), there is no fiscal impact to the City. Further, by utilizing grant funds to benefit Spirit, the City both avoids having to return unused funds to the state in November of this year when the grant concludes and strengthens the City's SB 1383 compliance efforts, which the

City must describe and report annually to CalRecycle.

This Agreement, required by CalRecycle whenever a jurisdiction purchases grant-approved equipment and then donates it to a third-party organization, has a term automatically expiring concurrently with the closure of the City's SB 1383 grant on November 2, 2026, after which all equipment purchased by the City will become the sole property of Spirit. By this same date, the City must also submit a Final Report to CalRecycle.

ANALYSIS:

In 2016, the State of California passed SB 1383, a bill intending to reduce "short-lived climate pollutants" such as methane, which is produced through the anaerobic decomposition of organic matter. The bill aims to achieve methane reductions by reducing the amount of food and green waste going to landfills from both residential and business sources.

In addition to diverting food scraps from the landfill through commercial and residential food waste collection programs, SB 1383 requires jurisdictions to establish edible food recovery programs whereby organizations with edible food waste (restaurants, schools, grocery stores, etc.) partner with food recovery organizations (food banks, churches, etc.) to provide food to people in need.

Through the adoption of Resolution 7492, City Council authorized staff to apply to CalRecycle for SB 1383 Local Assistance Grant Program (OWR4) funding on November 15, 2023. At that time, city staff stated they would return to Council with a budget allocation request for revenues and expenditures in the amount of the grant award after it received funding approval from CalRecycle. Consequent to the City receiving $89,465.00 in grant funding in February 2024, staff is requesting a budget allocation today.

The Spirit of Santa Paula, a 501C3 non-profit corporation founded in 2002, has been providing food and meals weekly to hundreds of local members of the Santa Paula community since it first opened. Spirit is also the City of Santa Paula's largest nonprofit organization distributing food rescued from local school cafeterias, grocery stores and food service facilities to our community's food insecure residents.

The items listed in Exhibit A of the Agreement have been selected by Spirit staff as the most needed and desired equipment within the limits of available City-provided funding and CalRecycle equipment eligibility rules. The City's SB 1383 Local Assistance (CalRecycle) grant manager has reviewed and pre-approved all listed items, confirming all purchases are eligible for SB 1383 grant-provided funding.

STRATEGIC PLAN:

The Agreement supports the City's adopted Strategic Plan ***Section D. 12, Unhoused - Address and support the needs of the unhoused.*** The proposed Agreement supports the goals of, and provision of significant communitywide services from, a longstanding Santa Paula-based nonprofit organization especially focused on responding to the needs of unhoused community members.

FISCAL IMPACTS:

Through the adoption of Resolution 7492, City Council authorized staff to apply to CalRecycle

for SB 1383 Local Assistance Grant Program (OWR4) funding on November 15, 2023. The City received the grant award of $89,465.00 in February 2024. Consequently, staff is now requesting the budget allocation of $89,465.00 in revenue account 305-4-5000-4049 and an equal amount in expense account 305-5-5052-209 to pay for all grant eligible services, equipment and material expenses.

After covering all SB 1383-eligible City expenditures to date, approximately $37,476 [i] of the grant funds remain currently available until November 2, 2026, at which time the grant expires and any unused grant funding must be returned to CalRecycle. There is no fiscal impact to the City's General Fund to procure the equipment listed within the attached Agreement (Exhibit A) since the equipment purchases, totaling approximately $36,500[ii], will be paid from remaining state grant funds.

Since the City received SB 1393 OWR4 grant funding, the City has spent approximately $48,865 on various services and materials eligible for grant funding, including staff time related to record keeping, meetings with CalRecycle grant management staff and edible food recovery activities ($22,144); procuring compost and mulch material for city green space enhancement and other organics procurement-related initiatives ($21,502); program advertising ($5,000); and required mailings to restaurants ($ 219).

[i] An additional $3,124 (est.) has been earmarked for anticipated grant-eligible staff costs

[ii] Actual item count and pricing shown within Exhibit A are subject to minor changes between City Council approval date of Agreement and actual equipment purchase dates.

OPTIONS:

1. Do not approve receiving CalRecycle-provided grant funds, thereby nullifying the City's ability to provide SB 1383 grant-eligible equipment or to pay for any past or future SB 1383 grant-related goods and services with state-provided funds.
2. Do not approve, or authorize the City Manager to sign, the Agreement, thereby ensuring unexpended SB 1383 Local Assistance Grant funding will be returned to CalRecycle in November 2026.

ATTACHMENTS:

Exhibit 1 - Edible Food Recovery Equipment Lease Agreement.pdf

EXHIBIT 1

EDIBLE FOOD RECOVERY EQUIPMENT LEASE AGREEMENT BETWEEN CITY OF SANTA PAULA AND SPIRIT OF SANTA PAULA

Edible Food Recovery Equipment Lease
Between City of Santa Paula and Spirit of Santa Paula

This equipment lease ("Lease") was developed to meet CalRecycle's SB 1383 Local Assistance Grant Program FY 2022–23 (Grant) Equipment ownership requirements. As stated in the Grant Procedures and Requirements in Exhibit C, CalRecycle requires the Grant awardee (i.e. the City of Santa Paula) to maintain ownership of any Edible Food Recovery supplies purchased with grant funding. Therefore, all food recovery supplies purchased by City of Santa Paula, using grant funds, must have a lease. Equipment ownership will be turned over to the Lessee at the end of the Grant Term, which is slated to be November 2, 2026. On November 2, 2026, the Lessee will take over full ownership and responsibility of the Equipment and this Lease terminates.

This Lease is made effective on the 19th day of August, 2026 (Effective Date), by the following parties and states the Lease of the parties as follows.

LESSOR INFORMATION

Name (hereafter "Lessor" or "City"): City of Santa Paula
Contact Person: Bruce Belluschi
Title: Management Analyst
Phone Number: (805) 933-4212, ext. 309
E-Mail Address: bbelluschi@spcity.org
Mailing Address:

City of Santa Paula
Attn: Bruce Belluschi
P.O. Box 569
Santa Paula, CA 93061

LESSEE INFORMATION

Name of Lessee (hereafter "Lessee"): Spirit of Santa Paula
Lessee Contact Person: Kay Wilson-Bolton
Title: Volunteer Director
Phone Number: 805-229-7750
E-Mail Address: Kay@spiritsp.org
Mailing Address:

Spirit of Santa Paula
P.O. Box 949
Santa Paula, CA 93060

1. Equipment Description

The Lessor shall lease the Equipment (Equipment) listed on the attached **Exhibit A**.

2. Lease Term

This Lease shall begin on the above Effective Date and shall terminate on November 2, 2026 (Term).

3. Location of Equipment

The Equipment shall be located primarily at the address listed below. Equipment can be moved as long as it is still being used for operational purposes. Lessee should promptly notify Lessor if the primary location of the Equipment changes.

Primary Equipment Location:

1498 E. Harvard Blvd., Santa Paula, CA 93060

4. Equipment Maintenance, Use, and Repair

The Equipment may only be used and operated with care and for its intended use. This use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment, including registration and/or licensing requirements, if any. The Lessee shall maintain the Equipment at the Lessee's cost. Such costs shall include labor, installation costs, permitting costs, and costs for associated materials and parts, as applicable.

5. Alterations

Lessee shall make no alterations or modifications to the Equipment without the prior written consent of the Lessor. All alterations shall be considered property of the Lessor and subject to the terms of this Lease.

6. Lessor's Right of Inspection

The Lessor shall have the right to inspect the Equipment during Lessee's normal business hours and to request data and information on the Equipment, as needed, to fulfill the City's obligations to CalRecycle and monitor Lessee's obligations to the City.

7. End of Equipment Use

If the Lessee no longer needs the Equipment or ceases operations for any reason during the Term of this Lease, the Lessee shall find another food recovery organization to use and operate

the Equipment, shall notify the City of the name and location of the organization, and shall arrange for the transportation of the Equipment to that organization. The new organization must sign a lease with the City for the remainder of the Term or until termination of the Grant, whichever is later.

8. Delivery and Acceptance of Equipment.

Upon Lessee's acceptance of any Equipment delivered to Lessee listed in **Exhibit A**, Lessee shall inspect each item of Equipment delivered pursuant to this Lease and shall immediately notify the Lessor of any discrepancies between such item of Equipment and the description of the Equipment in Exhibit A before accepting delivery of the Equipment. Otherwise, the Lessee will be presumed to have accepted the Equipment as specified in **Exhibit A**, and the Lessor is deemed to have fully performed this Lease.

9. Warranty

The Lessor makes no warranties, express or implied, as to the Equipment leased, and the Lessee assumes all risks and responsibilities for the condition of the Equipment.

10. Loss and Damage

Upon Lessees' acceptance of the Equipment, the Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment shall impair any obligation of Lessee under this Lease for the entirety of the Lease Term. If the Equipment is damaged or lost, the Lessor may require the Lessee to repair the Equipment to a state of good working order, or replace the Equipment with similar Equipment in good condition, and such Equipment shall become the property of the Lessor and subject to this Lease.

11. Indemnification and Insurance

Lessee agrees to the terms set forth in the attached **Exhibit B.**

12. Taxes, Fees, and Encumbrances

Lessee shall pay all applicable taxes, assessments, and license and registration fees on the Equipment, as well as any related penalties or interests. Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances.

13. Notice

Any notices required or permitted under this Lease shall be in writing and shall be deemed given: (a) when delivered personally; (b) one (1) business day after being sent by a nationally recognized overnight courier; (c) three (3) business days after being sent by United States Postal Service postage prepaid; or (d) on the date sent by email, provided that the sender does not receive an automated message indicating delivery failure and a copy of such notice is also sent by one of the methods described in clauses (a)–(c) within one (1) business day thereafter. Notices shall be sent to the appropriate party at the address shown at the top of this Lease. Any party may at any time, by notice to the other party, change the designation or address of the person specified to receive notice on its behalf.

14. Entire Lease

This Lease constitutes the entire Lease between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior Leases between the parties.

15. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of California.

16. Severability

If any part or parts of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver

The failure of either party to enforce any provision of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with all provisions of this Lease.

18. Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Lease through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, any litigation shall be filed in the County of Ventura.

19. Binding Effect

The covenants and conditions contained herein shall be valid and continue to bind the Parties and their heirs, representatives, successors, and assigns.

20. Execution in Counterparts

This Lease may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

21. Reporting Requirements

Lessee shall promptly complete all required CalRecycle reporting requirements in coordination with the Lessor.

22. Grant Compliance

The Equipment is provided by the City and CalRecycle using funding from the SB 1383 Local Assistance Grant Program-FY 2022-23 (OWR4). Lessee agrees to comply with all applicable provisions of the Grant. The OWR4 Procedures and Requirements are attached to this document in **Exhibit C.**

23. Signature Authority

Each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to make this Lease and bind each respective party.

[Signatures on next page]

EXHIBIT B

Indemnification and Insurance Requirements

INDEMNIFICATION

LESSEE agrees to indemnify, defend and hold harmless CITY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the Lease from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by CITY on account of any claim except where such indemnification is prohibited by law. LESSEE'S indemnification obligation applies to CITY'S active as well as passive negligence but does not apply to CITY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

LESSEE shall notify CITY immediately in the event of any accident or injury arising out of or in connection with the Lease. The indemnification provisions in the Lease shall survive any expiration or termination of the Lease.

INSURANCE

LESSEE shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased Equipment. The cost of such insurance shall be borne by the LESSEE.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability: General Liability "occurrence" coverage in the minimum amount of $2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

2. Automobile Liability Insurance: Automobile Liability Insurance in the minimum amount of $1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles. Also, to include uninsured/underinsured motorists coverage in the minimum amount of $100,000 when there are owned vehicles.

3. Workers' Compensation: Workers' Compensation coverage in full compliance with California statutory requirements for all employees of LESSEE and Employer's Liability Insurance in the minimum amount of $1,000,000.

If the LESSEE maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage** – All insurance required will be primary coverages with respect to the CITY and any insurance or self-insurance maintained by the CITY will be excess of the LESSEE's insurance coverage and will not contribute to it.
3. **Notice of Limit** - CITY must be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet the requirements.
4. **Subrogation** - LESSEE agrees to waive all rights of subrogation against the CITY for losses arising from use of the Equipment by LESSEE under the terms of this LEASE as it pertains to Workers' Compensation.
5. **Cancellation Notice** - Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the CITY.
6. **Documentation** - LESSEE agrees to provide CITY with the following insurance documents on or before the effective date of the Lease:
    - Certificates of Insurance for all required coverage.
    - Additional Insured endorsements.
    - Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.
    - LESSEE's obligation to provide evidence of insurance coverage may be wholly satisfied by providing a certificate of self-insurance.

7. **Evidence of Continuous Coverage** - At least fifteen (15) days prior to the expiration of each required 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, LESSEE 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.

8. **Acceptability of Insurers** - Each required 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.

9. **Requirements Not Limiting** - The requirements of specific coverage or minimum limits contained herein are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

10. **Additional Insurance Provisions**

a. The foregoing requirements as to the types and limits of insurance coverage to be maintained by LESSEE, 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 LESSEE pursuant to the Lease, including but not limited to, the provisions concerning indemnification.

b. If at any time during the life of the Lease, any policy of insurance required under the Lease does not comply with these specifications or is canceled and not replaced, CITY may cancel the Lease.

c. The CITY may require the LESSEE to provide complete copies of all insurance policies in effect for the duration of the Term of the Lease.

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 the Lease.

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 LESSEE from liability in excess of such coverage, nor shall it limit the LESSEE'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 Lease or law.

f. LESSEE shall report to the CITY, in addition to LESSEE's insurer, any and all insurance claims submitted by LESSEE in connection with liability arising under or by virtue of the Lease.

EXHIBIT A

EQUIPMENT TO BE PURCHASED FOR LESSEE

Spirit of Santa Paula -

9.25%

CATEGORY	ITEM DESCRIPTION	USE	QUANTITY	UNIT COST	UNIT TAX	SHIPPING	TOTAL COST
Equipment	MoTak MSD-3DR-BAL-80-G-X 80 4/5" Three Section Reach In Refrigerator, (3) Left/Right Hinge Glass Doors, 115v	**Refrigerators and Freezers:** These units are essential for preserving recovered perishable food from partners by maintaining safe temperatures and preventing spoilage. Upgraded models with improved visibility will reduce the need to open doors frequently, helping maintain consistent temperatures and extend food safety. Our current units are nearing the end of their useful life, which puts recovered food at risk.	3	$ 2,925.00	$ 270.56	$ -	$ 9,586.69
Equipment	MoTak MSD-2DR-BAL-54-G-X 54" Two Section Reach In Refrigerator - (2) Left/Right Hinge Glass Doors, 115v		1	$ 2,099.00	$ 194.16	$ -	$ 2,293.16
Equipment	Arctic Air AGDF49 54" Two Section Reach In Freezer, (2) Left/Right Hinge Glass Doors, 115v		2	$ 4,835.00	$ 447.24	$ -	$ 10,564.48

Equipment	ICECASA 60" W Commercial Refrigerator Worktop Undercounter Refrigerator Double Door Stainless Steel Counter Fan Cooling Refrigerator 16.4 Cu.ft for Restaurant, Bar, Shop, etc	**Worktop Refrigerator:** This unit will be used at our Resource Center for short-term storage of perishable donated food, allowing staff to quickly access and safely distribute items to unsheltered clients without compromising food safety.	1	$ 1,369.00	$ 126.63	$ 349.00	$ 1,844.63
Operations	Brio Moderna 730 Series Self-Cleaning Bottom Load Water Cooler	**Water Dispenser:** Enables the safe and efficient distribution of donated bottled or bulk water to unsheltered individuals, ensuring proper hydration alongside food assistance.	1	$ 599.99	$ 55.50	0	$ 655.49
Safety	Synsafe 4 Mil - Blue Nitrile Exam Gloves –Disposable Latex Free & Powder Free – Extra Strong, Rubber Gloves 1000ct 105 cs (XXL)		40	$ 37.19	$ 3.44	$ -	$ 1,625.20

Safety	Synsafe 4 Mil - Blue Nitrile Exam Gloves –Disposable Latex Free & Powder Free – Extra Strong, Rubber Gloves 1000ct 105 cs (XL)	**Gloves:** Disposable gloves are required to safely handle recovered food in accordance with FoodShare and public health guidelines, ensuring safe distribution to clients.	38	$ 41.84	$ 3.87	$ -	$ 1,736.98
Safety	Synsafe 4 Mil - Blue Nitrile Exam Gloves –Disposable Latex Free & Powder Free – Extra Strong, Rubber Gloves 1000ct 105 cs (L)		38	$ 41.84	$ 3.87	$ -	$ 1,736.98
Safety	Synsafe 4 Mil - Blue Nitrile Exam Gloves –Disposable Latex Free & Powder Free – Extra Strong, Rubber Gloves 1000 ct (M)		30	$ 37.19	$ 3.44	$ -	$ 1,218.90

Safety	Synsafe 4 Mil -Black Nitrile Exam Gloves –Disposable Latex Free & Powder Free – Extra Strong, Rubber Gloves – First Aid Kit, Medical, EMT, Cleaning, Cooking | Bulk Case of (1000 ct) (S)		30	$ 37.19	$ 3.44	$ -	$ 1,218.90
Safety	Side Walls for Hi-Vis Canopy - 10 x 10', Orange	**Canopies with Side Walls:** Provide a safe, shaded, and sanitary environment for distributing recovered food, protecting it from sun exposure and environmental contaminants during service.	6	$ 90.00	$ 8.33	$ 107.16	$ 697.11
Safety	Hi-Vis Aluminum Frame Canopy - 10 x 10', Orange		6	$ 350.00	$ 32.38	$ -	$ 2,294.25
Equipment	Plastic Platform Truck with Polyolefin Wheels - 30 x 60"	**Rolling cart:** Essential for moving small to medium quantities of recovered food donations and related equipment safely within our facility, improving efficiency and reducing the risk of injury.	2	$ 420.00	$ 38.85	$ -	$ 917.70
							$ 36,390.47

EXHIBIT B

INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification and Insurance Requirements

INDEMNIFICATION

LESSEE agrees to indemnify, defend and hold harmless CITY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by CITY on account of any claim except where such indemnification is prohibited by law. LESSEE'S indemnification obligation applies to CITY'S active as well as passive negligence but does not apply to CITY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

LESSEE shall notify CITY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

LESSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 2504) or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease **(this applies to LESSEES with employees).**

3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

If the LESSEE maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE'S insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, the LESSEE'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it.
3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CITY.
5. **Waiver of Subrogation Rights** – LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions

must be declared to and approved by the CITY. The CITY may require the LESSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – LESSEE shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE'S obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, CITY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by CITY as a material breach of contract.
10. **Special Risks or Circumstances** – CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CITY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CITY.

EXHIBIT C

SB 1383 LOCAL ASSISTANCE GRANT PROGRAM – FY2022-23 (OWR4) PROCEDURES AND REQUIREMENTS

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CalRecycle's OWR4 Procedures and Requirements document
begins on the next page.

CalRecycle

September 2023
Amended September 2025
Department of Resources Recycling and Recovery

Procedures and Requirements SB 1383 Local Assistance Grant Program

Fiscal Year 2022–23

Amended September 2025

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

In a Regional Grant, the term "grantee" used throughout this document refers to the Lead Participant (Lead). The Lead is designated to act on behalf of all Non-Lead Participant(s). The Lead manages the grant, is responsible for the performance of the grant and all required documentation and administers the grant funds to its Non-Lead Participants on its behalf.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Notice to Proceed Date: Grant Term Begins on the date that CalRecycle sends the award email.

October 1, 2024: Progress Report 1 Due

April 1, 2025: Progress Report 2 Due

October 1, 2025: Progress Report 3 Due

February 1, 2026: Progress Report 4 Due

~~**April 1, 2026**~~ **November 2, 2026**: Final Report Due

~~**April 1, 2026**~~ **November 2, 2026**: Grant Term End

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at CalRecycle's WebPass page (https://secure.calrecycle.ca.gov/WebPass/).

Accessing the Grant

Grantees must log in to GMS (https://secure.calrecycle.ca.gov/Grants) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab**: Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab**: Grantee requests reimbursement.

- **Reports tab**: Grantee uploads required reports.
- **Documents tab**: Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the "Allow Access" check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050 of Title 14 (https://www.calrecycle.ca.gov/Laws/Regulations/Title14/), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the CalRecycle Unreliable Contractor List (https://www.calrecycle.ca.gov/Funding/Unreliability/) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from Application and Grant Management Tools - CalRecycle Home Page (https://calrecycle.ca.gov/Funding/tools/).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type.**
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save.**
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Grant Term

The Grant Term begins on the date CalRecycle sends the award email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on ~~April 1, 2026~~ November 2, 2026. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the grant term start date or after the end date are not eligible for reimbursement.

The Final Report is due on ~~April 1, 2026~~ November 2, 2026.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on ~~April 1, 2026~~ November 2, 2026. (All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date and before the end of the Grant Term All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services in the progress report.

Eligible costs are limited to the following:

- Personnel
- Consultants
- Safety Equipment
- Vehicles/Trucks/Trailers
    - Vehicles/tractors/trailers, turf tires, forklifts or compost slingers

  Note: The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.

- Mobile pantries
- Education and Outreach materials
    - Print Media
    - Television, radio, video, and social media
    - Materials offered in other languages
- Door-to-Door Outreach
- Signage
- Conferences and symposiums (requires Grant Manager pre-approval)
- Recordkeeping or tracking software
    - Software to match donor with food bank
    - Recordkeeping/reporting software
    - Procurement tracking software
    - Apps for food recovery
    - Mobile app development
- Inspections and Enforcement
- Training
    - Mileage

- Educational materials
- Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purposed of organic tracking and Education and Outreach
  - Maximum price of $500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
  - Accessories used for security, protection, and charging
- Equipment
  - Food dehydrator
  - Personal protection equipment
  - Food distribution – including refrigeration, coolers, and packing materials. **Note:** The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.

- Bins and lids
  - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Food safety certification
- Cameras to prevent contamination
- Edible Food Recovery projects
  - Grantees are encouraged to use a percentage of grant funds for Edible Food Recovery projects.
- Food Waste Prevention projects
  - Projects that prevent food waste from being generated and becoming waste that is normally destined for landfills. Examples of food waste prevention projects include, but are not limited to:
    - Modernizing production and handling practices to prevent and reduce food preparation waste.
    - Identifying and modifying ordering practices that result in measurable decreases in food waste.
    - Creating and expanding education and outreach programs that result in quantifiable reductions in food waste.

Ineligible Costs

Any costs not directly related to SB 1383 implementation are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the Term Start Date
- Development, purchase, or distribution of strictly promotional give-away items Stuff We All Get, (SWAG)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food liquefiers
- Food recovery facility rent (without service agreement)
- Disposal costs

- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones
    - Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
    - Refer to the Memorandum for travel policies (https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx).
    - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782.
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations
- Costs deemed unreasonable or not related to the project by the Grant Manager
- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.

Modifications

The grantee must submit any proposed revision(s) to the Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked in the Budget document and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the revised Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for

CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Please contact your Grant Manager for the CalRecycle logo.
The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than $6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. "Funded by a grant from CalRecycle." Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
    - There are two acceptable Spanish translations: "Financiado por una beca del CalRecycle" or "Patrocinado por fondos del CalRecycle." For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.
2. CalRecycle logo (https://www.calrecycle.ca.gov/gallery/) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at opa@calrecycle.ca.gov.
3. Press Releases – the only requirement is to place the name of "CalRecycle" as an acknowledgement in the body of the release.

Reporting Requirements

The Grant Agreement requires ~~three~~ four Progress Reports and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the report and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).
To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save.**
    - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.

- The maximum allowable file size for each document is 35MB.
- The maximum character limit is 60.
- Do not include special characters in file names.

5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the "Fill and Sign" function within Adobe. Any documents using the "Fill and Sign" method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

The grantee must submit a **Progress Report** by the due dates listed in the Milestones Section of this document. CalRecycle will provide the reporting template at a later date. These reports should cover grant activities that occurred within the specified reporting period.

Final Report

The Final Report is due ~~**April 1, 2026**~~ **November 2, 2026**. The reporting template will be provided at a later date. This report should cover grant activities **from the Term Start Date** through ~~**April 1, 2026**~~ **November 2, 2026**. The grantee must include the following items in the Final Report:

- The Grant Number, grantee's name, and Grant Term.
- The following disclaimer statement on the cover page:
  "The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

Grant Payment Information

- CalRecycle will only make grant payments to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and

services. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit.

- The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (https://www.calrecycle.ca.gov/Funding/forms/) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See the "Reliable Contractor Declaration" section in Terms and Conditions (Exhibit A) for more information.

Reporting and Documentation

The grantee must submit all expenditures in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). Please refer to the "Milestones" section (above) for required due dates.

To submit Supporting Documentation:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
    a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
    b. When the transaction is complete, click the **Save** button.
    c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
    a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save.**
    b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
    c. The maximum allowable file size for each document is 35MB.
    d. The maximum character limit is 60.
4. Do not include special characters in file names. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

    Note: Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

- **Expenditure Itemization Summary (EIS)**
    - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee's Budget tab.
    - Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.
      Note: CalRecycle will provide a template at a later date.

- **Certification Document**
  - The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.
    Note: CalRecycle will provide a template at a later date.

- **Personnel Expenditure Summary (PES) (CalRecycle 165)**
  - A Personnel Expenditure Summary should be submitted if salaries are included. Salaries include government taxes and benefits.
  - Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel.

- **Travel Expense Log (CalRecycle 246)**
  - A Travel Expense Log should be submitted if vehicle mileage is included for reimbursement in the payment request. Only travel expenses directly related to the implementation of the grant can be claimed. Mileage will be reimbursed at the State rate.

- **Cost and Payment Documentation**
  - Acceptable cost and payment documentation must include at least one of each of the following.
    - Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
  - Proof of payment may include:
    - copy of cancelled check(s) that shows an endorsement from the banking institution
    - invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
    - accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
    - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
    - copy of an electronic funds transfer confirmation
    - copy of a credit card statement(s)
  - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

Most forms listed above are available on the Application and Grant Management Tools - CalRecycle Home Page (https://calrecycle.ca.gov/Funding/tools/).

Unspent Funds
Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by ~~April 1, 2026~~ November 16, 2026. Notify your Grant Manager if you will be sending in a check or require an invoice to be issued for the unspent funds. Checks should be made payable to the Department of Resources Recycling and Recovery.

Checks must contain the Grant Number (i.e., OWR4-22-xxxx), specify "SB 1383 Local Assistance Grant Unspent Funds," and be mailed to:

CalRecycle Accounting
SB 1383 Local Assistance Grant Unspent Funds
PO Box 4025
Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: BUDGET APPROPRIATION OF $50,000 FROM FUND BALANCE 115 TO SECURE THE 2027 FOURTH OF JULY FIREWORKS SHOW

Date: August 19, 2026

Agenda Item: 13.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Appropriate $50,000 from the available fund balance to GL account # 115-5-1502-181 to the Parks & Recreation Department budget for the 2027 Fourth of July Fireworks Show.
2. Authorize the issuance of a Purchase Order and payment of the required 50% deposit to Pyro Spectaculars, Inc. to secure the City's 2027 fireworks display.
3. Authorize the Finance Director to recognize and apply future sponsorships, donations, and fundraising revenue toward these event expenditures, reducing the City's net cost to Fund 115 as revenues are received.

Presented by: Greg Barnes, Parks and Recreation Director

BACKGROUND:

The City of Santa Paula has a long-standing tradition of celebrating Independence Day with a community fireworks show. The annual event provides residents and visitors with a safe, family-oriented celebration and has become one of the City's signature community events.

To secure the services of Pyro Spectaculars, Inc. for the 2027 Fourth of July fireworks display, the vendor requires execution of an agreement accompanied by a 50 percent deposit. Positioning the agreement for payment well in advance ensures the City's ability to reserve the desired event date and maintain continuity in providing this annual celebration. The agreement will be substantially the same as last year's agreement and may be approved by the City Manager pursuant to SPMC section 41.15.

ANALYSIS:

Staff is requesting a $50,000 budget appropriation from the available fund balance in Fund 115-5-1502-181 to provide sufficient budget authority for the purchase order and required deposit.

Over the coming year, the Parks & Recreation Department will actively pursue sponsorships,

fundraising opportunities, and community donations to offset the cost of the fireworks event. As these revenues are received, they will be applied to the event expenditures, thereby reimbursing the initial Fund 115 appropriation and reducing the City's overall financial commitment. Staff will return at year end with a budget adjustment request to the revenue line item 115-4-1500-5460 (Donations) once a final accounting of all donations has been received, as the amount is unknown at this time.

Approving the requested appropriation at this time allows staff to execute the agreement, issue the purchase order, and remit the required deposit to secure the vendor before scheduling availability becomes limited.

STRATEGIC PLAN:

This item does not specifically address any of Council's current strategic goals. However, this does support a long-standing community event; in 2025 the 4th of July event had approximately 8,000 attendees.

FISCAL IMPACTS:

Approval of the recommendation will appropriate $50,000 from the available fund balance in Fund 115-5-1502-181 for the 2027 Fourth of July Fireworks Show.

The appropriation is intended to provide the upfront funding necessary to secure the vendor contract. Staff anticipates offsetting a portion of these costs through sponsorships, fundraising efforts, and donations received before the event. Any revenues generated will be applied directly to the event expenses, reducing the amount ultimately funded by Fund 115.

OPTIONS:

Option 1 – Approve the Staff Recommendation (Recommended)
Approve the requested appropriation of $50,000 from the available fund balance in Fund 115-5-1502-181, authorize the issuance of a purchase order, and authorize payment of the required 50% deposit to Pyro Spectaculars, Inc. This option secures the City's fireworks vendor for the 2027 Fourth of July celebration while allowing future sponsorships, donations, and fundraising revenue to offset the City's costs.

Option 2 – Approve a Modified Appropriation
Approve a different funding amount or provide alternative direction regarding the funding source or contract terms. This option may require staff to renegotiate the agreement with the vendor or identify additional funding sources, which could impact the City's ability to secure the desired event date.

Option 3 – Decline the Request
Decline to appropriate the requested funds. Without the required deposit, the City will be unable to execute the agreement with Pyro Spectaculars, Inc., increasing the risk that the vendor will be unavailable for the 2027 Fourth of July celebration or that the City will be required to seek an alternate fireworks provider.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: ENGEO PROFESSIONAL SERVICES AGREEMENT

Date: August 19, 2026

Agenda Item: 13.C

RECOMMENDATION:

Staff recommends that the City Council convene as the GHAD Board to:

1. Approve an increase to the Fiscal Year 2026-2027 expense budget in GL 503-5-5029-209 for the Santa Paula Geologic Hazard Abatement District (GHAD) by $21,150, increasing the budget from $45,000 to $66,150.
2. Authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated to provide GHAD Manager services for the Santa Paula GHAD, in a form approved by the City Attorney, in an amount not to exceed $66,150 for Fiscal Year 2026-2027.

BACKGROUND:

In 2008, the Santa Paula City Council formed the Santa Paula Geologic Hazard Abatement District (GHAD). The members of the City Council convene as the GHAD Board to conduct business related to establishing the annual assessment rate and approving expenditures necessary to maintain and repair the GHAD's drainage facilities, open space, and geologic slope stabilization improvements.

ENGEO Incorporated (ENGEO) has served as the GHAD Manager since 2014, providing technical expertise and administrative support for the ongoing operation and maintenance of the Santa Paula GHAD.

ANALYSIS:

Due to its familiarity with the Santa Paula GHAD and extensive experience managing GHADs throughout California, City staff requested that ENGEO submit a proposal to continue providing GHAD Manager services for Fiscal Year 2026-2027. The proposed agreement includes technical and administrative services necessary to support the day-to-day operations of the GHAD, including coordination of inspections, maintenance oversight, regulatory compliance, and general district administration.

The proposed agreement amount of $66,150 exceeds the approved Fiscal Year 2026-2027 Professional Services budget of $45,000 by $21,150. The additional cost is for maintenance

work that was not included when the two-year budget was prepared. Over the past several years, dense vegetation has blocked access to the GHAD's three debris catchment barriers, making routine inspections more difficult. Under the proposed agreement, ENGEO will coordinate with the GHAD's maintenance contractor to remove the vegetation and create an inspection path, allowing safe access to the debris catchment barriers for future inspections and maintenance.

Approval of the proposed budget increase will provide sufficient funding to complete the additional maintenance work while ensuring the continued management and operation of the Santa Paula GHAD.

STRATEGIC PLAN:

This item is not a goal or objective identified in the City Council's Two-Year Strategic Plan.

FISCAL IMPACTS:

The approved Fiscal Year 2026-2027 GHAD budget includes $45,000 for Professional Services. Approval of the recommended increase will increase the Professional Services budget by $21,150, bringing the total budget to $66,150.

The additional funding will cover the cost of removing vegetation and restoring access to the GHAD's debris catchment barriers, along with the continued GHAD Manager services provided by ENGEO. Work will be invoiced on an hourly time and materials basis. The proposed budget shall not be exceeded without prior written authorization from the GHAD Board and a return to Council for additional allocation.

The Professional Services Agreement will be funded through the Santa Paula GHAD Fund (503-5-5029-209) and will not impact the City of Santa Paula General Fund.

The increase in the budget will be funded using existing Fund Balance.

OPTIONS:

The GHAD Board has the following alternatives to Staff's recommendation:

1. Do not approve the budget increase and Professional Services Agreement and direct staff to negotiate a revised scope of work with ENGEO. This option may delay critical inspection, maintenance, and administrative services necessary for the continued operation of the GHAD.
2. Direct staff to issue a Request for Qualifications (RFQ) for GHAD management services and return with consultant recommendations for future Board consideration. This option would delay ongoing GHAD management services and may impact the timely completion of inspections, maintenance coordination, and other operational responsibilities.

ATTACHMENTS:

ATT A - ENGEO INC FY 26-27 PSA
Ex A to PSA - ENGEO 2026-2027 Proposal

SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH ENGEO INCORPORATED
(FY 2026/2027)

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of August, 2023, by and between the Santa Paula Geologic Hazard Abatement District, a political subdivision of the state 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 ("GHAD") and ENGEO Incorporated, a California corporation, with its principal place of business at 29025 Ave Penn, Valencia, CA 91355 ("Consultant"). GHAD 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 GHAD on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Geological Hazard Abatement District (GHAD) management and monitoring services to public clients, is licensed in the State of California, and is familiar with the plans of GHAD.

2.2 Project.

GHAD desires to engage Consultant to render such professional services for GHAD management and monitoring, Project No. 7290.002.023 ("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 GHAD all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional GHAD management and monitoring 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, 2026, to June 30, 2027, unless earlier terminated as provided herein. 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Sixty-Six Thousand One Hundred Fifty Dollars ($66,150.00) without written approval of the GHAD Board. 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 the GHAD 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. GHAD shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the GHAD disputes any of Consultant's fees, the GHAD 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 GHAD for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the GHAD.

3.2.4 Extra Work. At any time during the term of this Agreement, GHAD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by GHAD 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 GHAD.

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. GHAD 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 GHAD and shall at all times be under Consultant's exclusive direction and control. Neither GHAD, 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 Timely Performance. Consultant shall perform the Services in a prompt and timely manner. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to GHAD 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 GHAD. In the event that GHAD 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: Haley Ralston and Uri Eliahu.

3.3.5 GHAD's Representative. The GHAD hereby designates Dale Goodman, Director of Santa Paula Public Works or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("GHAD's Representative"). GHAD's Representative shall have the power to act on behalf of the GHAD 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. Any enlargement of the Scope of Services or change in Consultant's total compensation shall be authorized by the GHAD Board or as otherwise expressly provided in this Agreement. Consultant shall not accept direction or orders from any person other than the GHAD's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Robert Boeche, or Haley Ralston 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 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 GHAD staff in the performance of Services and shall be available to GHAD'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 represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant warrants 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 GHAD 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 GHAD, 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 Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the GHAD 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 GHAD will suffer damage.

3.3.9.2 Neither GHAD 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 GHAD 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.

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 GHAD 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 GHAD'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 GHAD, 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. GHAD 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 GHAD 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 GHAD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the GHAD 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 GHAD, 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 GHAD 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 GHAD 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 GHAD 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 GHAD 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 GHAD, 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 GHAD, 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 GHAD, 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 GHAD, 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 GHAD and shall protect the GHAD, 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 GHAD, 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 GHAD 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 GHAD. 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 GHAD 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 GHAD to inform Consultant of non-compliance with any requirement imposes no additional obligation on the GHAD 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 GHAD, 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, GHAD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by GHAD will be promptly reimbursed by Consultant or GHAD will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, GHAD may cancel this Agreement.

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

(D) Neither the GHAD 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 GHAD and shall not preclude the GHAD from taking such other actions available to the GHAD under other provisions of the Agreement or law.

(F) Consultant shall report to the GHAD, 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 GHAD, 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 GHAD, 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 GHAD.

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. GHAD 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 GHAD, 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 GHAD. Consultant shall defend, indemnify and hold the GHAD, 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. GHAD 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 GHAD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the GHAD 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, GHAD 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, GHAD 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 GHAD's choosing), indemnify and hold the GHAD, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by the actual negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the GHAD. 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 GHAD, 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.

3.6.3 Consultant's aggregate liability hereunder shall be limited by GHAD to $1,000,000 regardless of the legal theory under which such liability is imposed.

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 GHAD 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 GHAD as set forth in Section 3.7.2.2 below. Consultant represents 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 GHAD. In the event that GHAD 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 GHAD'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: ENGEO Incorporated
29025 Ave Penn
Valencia, CA 91355
ATTN: Haley Ralston, Project Geologist

GHAD: Santa Paula Geologic Hazard Abatement District
970 Ventura Street
Santa Paula, CA 93060
ATTN: Dale Goodman, Santa Paula Director of Public Works.

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 GHAD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Upon full payment of all monies owed, all Documents & Data shall be and remain the property of GHAD, and shall not be used in whole or in substantial part by Consultant on other projects without the GHAD's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to GHAD reproducible copies of all Documents & Data, in a form and amount required by GHAD. GHAD 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 GHAD 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 GHAD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to GHAD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data generated and published by Consultant on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to GHAD 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 GHAD and provide GHAD with the opportunity to obtain the documents.

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

3.7.4.3 Right to Use. GHAD 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 GHAD's sole risk. If GHAD 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 GHAD 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 GHAD, 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 GHAD 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 GHAD, 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 GHAD'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 GHAD.

3.7.4.6 Confidential Information. The GHAD shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the GHAD'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 GHAD 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 GHAD written notice of Consultant's objection to the GHAD's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the GHAD, 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. GHAD shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with GHAD's choice of legal counsel), and hold GHAD 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 GHAD 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. In the event of a conflict between this Agreement and its exhibits, the Agreement shall control.

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 GHAD. 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 GHAD.

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

3.7.10 GHAD's Right to Employ Other Consultants. GHAD 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 GHAD, 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 GHAD. 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 GHAD 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 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 represents 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 GHAD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this representation, GHAD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of GHAD, during the term of his or her service with GHAD, 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 represents that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT AND ENGEO INCORPORATED

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

SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT

Approved By:

_____
Carlos Juarez, GHAD Chair

Approved as to Form:

_____
Monica Castillo
GHAD Counsel

Attested By:

_____
Julie Latshaw, GHAD Clerk

ENGEO INCORPORATED

[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 & COMPENSATION

Proposal for FY 2026/2027 dated July 1, 2026
attached behind

Project No.
7290.002.026

July 1, 2026

Mr. Dale Goodman
Public Works Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

Subject: Santa Paula GHAD
Santa Paula, California

PROPOSAL FOR GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) MANAGER SERVICES FOR FY 2026/2027

References:
1. ENGEO. 2008. Santa Paula Geologic Hazard Abatement District (GHAD) Plan of Control, Santa Paula, California. March 10, 2008; Revised May 23, 2008. Project No. 7290.200.101.
2. ENGEO. 2026. Santa Paula Geologic Hazard Abatement District, Program Budget for Fiscal Year 2026/27, Santa Paula, California. May 21, 2026. Project No. 7290.002.025.

Dear Mr. Goodman:

Thank you for the opportunity to present our proposal to continue serving as the Santa Paula Geologic Hazard Abatement District (GHAD) Manager and to provide scheduled geotechnical monitoring services. We have enjoyed working with the City of Santa Paula on the formation, management, oversight, monitoring, maintenance, attendance at HOA and public meetings, and transfer of the Ridgeview at Vista Glen (Ridgeview) development improvements within the Santa Paula GHAD.

On April 4, 2016, the Santa Paula GHAD Board of Directors (GHAD Board) approved Resolution No. 6974 accepting responsibility for GHAD-maintained improvements. The GHAD has been providing monitoring and maintenance services within the Ridgeview development since the acceptance of the GHAD-maintained improvements. On June 17, 2026, the budget (Reference 2) was approved by the GHAD Board with the adoption of Resolution No. 7617. The fees listed below are based on the Santa Paula GHAD budget for FY 2026/27 approved by the GHAD Board.

We propose to perform a geotechnical site reconnaissance event twice a year and a heavy rainfall site reconnaissance event twice a year, as recommended in the Plan of Control (Reference 1). The reconnaissance events are intended to satisfy the requirements of the Plan of Control adopted by the GHAD Board.

SCOPE OF SERVICES

Management

The GHAD Manager shall continue to be responsible for the day-to-day management of the Santa Paula GHAD in accordance with applicable state and federal statutes, the GHAD Plan of Control, and policies and guidelines adopted by the GHAD Board.

The GHAD may retain civil engineering and other consultants, contractors, and/or other vendors as may be required to evaluate, review, design, construct, or maintain GHAD facilities and improvements in accordance with the GHAD Plan of Control. We will secure these services on behalf of the GHAD in accordance with the GHAD Board's procedures related to the awarding of contracts for GHAD repair, maintenance, and improvement projects and for professional and support services. In addition, the GHAD Manager will facilitate payments to other consultants and contractors providing services to the GHAD.

Monitoring

The Plan of Control states that scheduled monitoring events should occur twice a year, in April and October. Prior to each monitoring event, areas of particular concern documented in previous reports, if any, and in the Plan of Control, will be identified for incorporation into the site inspection schedule. Some of the items that will be addressed during the monitoring events will include:

- Concrete-lined surface ditches.
- Subsurface drain outlets and horizontally drilled drain outlets.
- Retaining walls, splash walls, and GEOBRUGG screen walls.
- Inlets, outfalls, and trash racks.
- Underground detention basin and CDS water quality treatment unit.
- Slopes and vegetative cover.

Following our fieldwork, we will prepare a letter report summarizing our findings regarding our observations, which will contain photographs and a map of significant areas for documentation purposes. The letter report will be posted on the Santa Paula GHAD's website (www.santapaulaghad.org). Depending on the findings of our site observations, the report may include recommendations for additional monitoring, exploration, or mitigation of observed problem areas.

The Plan of Control also states that monitoring events should occur, as necessary, during heavy rainfall years where cumulative rainfall exceeds historic averages. Heavy rainfall monitoring events will include inspection of the same items listed above.

FEES

We propose to provide GHAD management, consultation, contracting, oversight, and monitoring services for FY 2026/27 for the Santa Paula GHAD for a fee of **$66,150**, as itemized below. The fees are based on the inflation-adjusted estimates provided in the approved 2008 Engineer's Report for the Santa Paula GHAD. The fee estimates allow for meetings and consultation with the City of Santa Paula, The Ridgeview at Vista Glen Homeowners Association, and the GHAD Board during this fiscal year. In addition, contracting and oversight for GHAD maintenance, repair, and emergency response will occur during FY 2026/27.

- GHAD Manager Services $5,200
- Meetings and Consultation $2,500
- GHAD Contracting and Oversight Services $5,650
- Two Scheduled Monitoring Events $10,200
- Two Heavy Rainfall Monitoring Events, as Needed $3,150
- GHAD Contractor Reimbursement $39,450

TOTAL $66,150

LIMITATIONS

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of one hundred thousand dollars or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

AUTHORIZATION

If the proposed scope of services and fee are acceptable, please provide a change order to our contract as our authorization to proceed.

We are pleased to be of continued service to you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated

Emily Mahon
Staff Engineer

Robert H. Boeche, CEG
Principal

ejm/hjr/rhb/ss

Attachment: Preferred Client Fee Schedule

PREFERRED CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES
Effective February 2026

President	$500.00 per hour
Principal	$440.00 per hour
Associate	$360.00 per hour
Subject Matter Expert	$475.00 per hour
Senior	$305.00 per hour
Project	$270.00 per hour
Staff	$245.00 per hour
Assistant	$190.00 per hour
Construction Services Manager II	$245.00 per hour*
Construction Services Manager I	$235.00 per hour*
Senior Field Representative II	$205.00 per hour*/**
Senior Field Representative I	$185.00 per hour*/**
Field Representative	$170.00 per hour*/**
Senior Laboratory Technician	$205.00 per hour
Laboratory Technician	$185.00 per hour
Senior GIS Developer	$220.00 per hour
GIS Developer	$210.00 per hour
Senior GIS Analyst	$215.00 per hour
GIS Analyst	$200.00 per hour
Senior CAD Specialist	$200.00 per hour
CAD Specialist	$190.00 per hour
Network Administrator	$270.00 per hour
Project Assistant	$160.00 per hour

* Two-hour minimum portal to portal and cancellations within 24 hours.
* OVERTIME RATES: Rates will be increased by a factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates will be increased by a factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday, and all hours worked on Sundays and holidays.
** For Prevailing Wage projects, the hourly rate will be increased by $23.
** Rates will be increased by factor of 1.25 for night-shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates will be increased by a factor of 1.875 (an additional factor of 1.5) for all night-shift hours in excess of eight (8); rates will be increased by a factor 2.5 for all night-shift hours worked in excess of twelve (12).
Scheduled night-shift work, which is cancelled with less than 24 hours' notice, will be billed at night-shift rates. Night-shift work of less than 4-hour scheduled duration will be billed a minimum of 4 hours at night shift rates.

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental ..... Cost plus 25%
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) ..... $2,800.00 half day, $4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of Client. A principal risk is the potential for human error by ENGEO. For Client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, Client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed $50,000 (or ENGEO's fee, whichever is greater, but not more than $1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT ($)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	53.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS T&O Construction Tracker	50.00	week
GIS Construction Tracker	250.00	week
GIS Real-Time Construction Tracking	10.00	hour
GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Equipment	240.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seismometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add $5.00/hr. for RTK enabled autotesting equipment.	37.00*	hour
Vehicle, equipment, wireless communication	27.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	37.00	hour
BoreDM Bore Log	55.00	per log
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Michael Schouten, Administrative Analyst I

Subject: LAND AND WATER CONSERVATION FUND GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES

Date: August 19, 2026

Agenda Item: 13.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7627 authorizing the submission of a grant application to the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) for the Santa Paula Regional Sports Park – Phase II.

BACKGROUND:

The Land and Water Conservation Fund (LWCF) is a federal program administered by OGALS in California, which provides matching funds to local agencies for the development of public outdoor recreation facilities. The City intends to submit a competitive grant application for Phase II of the Santa Paula Regional Sports Park project by the August 28, 2026 deadline.

Resolution No. 7627 is a required component of the application process.

ANALYSIS:

Phase II of the Santa Paula Regional Sports Park builds upon the success of the City's current investment in recreational infrastructure. If awarded, the LWCF grant would reimburse up to 50% of the total project cost. It is anticipated the City's $4 million local match will be covered by developer funds, ensuring no additional burden on the General Fund.

The attached Resolution No. 7627, affirms the City's commitment to maintain the site for public outdoor recreational use in perpetuity, as required under federal law. Additionally, it certifies the City's intent to apply, verifies the availability of matching funds, and designates the City Manager to act as the City's authorized representative in all matters related to the grant.

STRATEGIC PLAN:

This item does not specifically address any of Council's current strategic goals.

FISCAL IMPACTS:

Should staff be successful in obtaining LCWF grant funding, a 50% local match ($4,000,000) is anticipated to be covered through developer funds of $4,000,000 that have been set aside for Phase II of the Santa Paula Creek Sports Park, as noted in Section 3.1.1(b) of the Development Agreement, added pursuant to Amendment No. 3 of the Developer Agreement.

OPTIONS:

City Council has the following options available:

1. Adopt Resolution No. 7627 authorizing the submission of a grant application to the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) for the Santa Paula Regional Sports Park – Phase II.

2. Do not adopt Resolution No. 7627. As a result, staff will not be able to submit an award-worthy LWCF grant application request.

ATTACHMENTS:

RESOLUTION_NO._7627_LWCF_Authorizing_Resolution-c1.docx

RESOLUTION NO. 7627

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE SANTA PAULA REGIONAL SPORTS PARK PROJECT.

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

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

> **WHEREAS,** Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and
>
> **WHEREAS,** the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and
>
> **WHEREAS,** adoption of this Resolution is a necessary step to apply for Land and Water Conservation Fund assistance for the proposed Santa Paula Regional Sports Park.

SECTION 2. The City Council approves the filing of an application for Land and Water Conservation Fund assistance for the proposed Santa Paula Regional Sports Park.

SECTION 3. The City Council authorizes staff to certify on behalf of the City of Santa Paula ("City") that the applicant City has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 4. The City Council authorizes staff on City's behalf to agree to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

SECTION 5. The City Council authorizes staff to certify on City's behalf that the City has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed.

SECTION 6. The City Council authorizes staff on City's behalf to agree to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 7. The City Council appoints the City Manager as agent of the applicant City to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

APPROVED AND ADOPTED by the Santa Paula City Council on this 19th day of August, 2026.

_____
Carlos Juarez, Mayor

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo
City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer
City Manager

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Donald Aguilar, Police Chief

Subject: SCHOOL RESOURCE OFFICER CONTRACT WITH SANTA PAULA UNIFIED SCHOOL DISTRICT

Date: August 19, 2026

Agenda Item: 13.E

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager to execute the School Resource Officer (SRO) MOU with the Santa Paula Unified School District (SPUSD), subject to SPUSD approval.

BACKGROUND:

The Santa Paula Unified School District (SPUSD) has reached out to the City of Santa Paula to facilitate a SRO agreement for an officer at Isbell Middle School and Santa Paula High School. In this partnership, the SPUSD is funding the services of the Resource Officers based on the days they are committed to the District.

For several years, the City of Santa Paula and the SPUSD have agreed for two police officers to act as SRO's on school campuses. In this capacity, the SRO's are generally responsible for law enforcement, safety, and discipline on school district properties including Santa Paula High School, Isbell Middle School, Renaissance High School and the six (6) elementary schools as needed. In past agreements, it has been established that providing Santa Paula Police Department SRO's have provided useful and practical services that has helped reduce the demands for regular law enforcement services within the City, and it has also decreased response times for calls on school campuses. It has also been noted that the presence of SRO's provides enhanced safety and a valuable resource to students and school staff.

In this capacity, SRO's work with school administrators in providing prevention programs on focused areas of need, establishing guidance on reducing bullying at schools, and implement emergency and crisis planning in the form of drills, tabletop exercises, and handling other law enforcement related matters. In their regular duties, SRO's meet with school administrators; make themselves visible on campuses; build relationships with school staff, students, parents and parent groups; conduct site visits for the various schools within the District; perform home visits as needed; and provide information to the District regarding threat assessment of students.

ANALYSIS:

In order to move forward with the partnership, the Santa Paula Unified School District has produced an MOU (Exhibit A) with the Santa Paula Police Department for the 2026 school year. The MOU is good for one school year, including summer school.

The program will fund two SRO's. One SRO will be assigned to Isbell Middle School and one SRO will be assigned to Santa Paula High School during the regular school year. For summer school, one SRO will be assigned. This is part of an ongoing arrangement which has transpired with annual agreements over the course of the several years.

STRATEGIC PLAN:

This item supports the City Council's goal of creating 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 identified in Section C: Public Safety and Emergency Preparedness of the two-year Strategic Plan.

FISCAL IMPACTS:

The estimated revenue from the agreement with the school district is $ 286,427 for the two positions at 180 days, plus 25 summer school days, and is approximately in line with our budgeted revenues. This amount may change depending on the officers assigned to the SRO duty.

OPTIONS:

As an alternative to Staff's recommendation, Council may:

1. Do not approve the agreement for School Resource Officers between the Santa Paula Police Department and the Santa Paula Unified School District.
2. Provide staff with further direction.

ATTACHMENTS:

EXHIBIT A - SRO Contract with SPUSD 2026.pdf

AGREEMENT FOR SCHOOL RESOURCE OFFICER BETWEEN

THE CITY OF SANTA PAULA AND

THE SANTA PAULA UNIFIED SCHOOL DISTRICT

(2026-2027 Academic School Year)

This AGREEMENT FOR SCHOOL RESOURCES OFFICER ("Agreement") is entered into this 19th day of August, 2026, by and between the CITY OF SANTA PAULA ("CITY"), a municipal corporation and general law city and the SANTA PAULA UNIFIED SCHOOL DISTRICT ("DISTRICT"), a public school district organized pursuant to provisions of the California Education Code. CITY and DISTRICT may be referred to in this Agreement individually as a "Party" or collectively as "Parties."

l. RECITALS. This Agreement is entered into with reference to the following facts and objectives:

A. The CITY and DISTRICT agree to collaborate by co-locating police officers to act as School Resources Officers (SROs) with responsibility for law enforcement, safety, and discipline on DISTRICT's properties, among other services.

B. CITY has been providing SRO services to DISTRICT since the start of the 2021-2022 Academic School Year, and the CITY and DISTRICT intend to continue their longstanding partnership through the provision of School Resource Officer services during the 2026-2027 Academic School Year.

C. CITY believes that providing SRO services helps reduce the overall demands for law enforcement within CITY's jurisdiction and also decreases response times for calls to DISTRICT's properties.

D. DISTRICT finds that the presence of SROs increases security and provides DISTRICT's students with a valuable resource.

E. Both Parties therefore believe it is in the public interest to enter into this Agreement to protect the public health, safety, and welfare and agree to the terms set forth herein.

2. CITY'S RESPONSIBILITIES.

A. During the period specified in Subsection F, below, CITY agrees to assign two (2) police officers as SROs for DISTRICT during the school year, and one (1) SRO during Summer School. The SROs will be primarily responsible for law enforcement activities on DISTRICT's property, but will remain CITY's employee and subject to the command structure of CITY's police department.

B. CITY will ensure that the SROs are properly equipped in accordance with CITY's police department regulations.

C. CITY will be responsible for administering (but not the costs of) the SROs' compensation.

D. CITY agrees that the SROs assigned to DISTRICT will be able to perform the following additional functions:

i. Able to work with DISTRICT's students and personnel including, without limitation, DISTRICT's private security;

ii. Able to make presentations regarding law enforcement to various interested groups including, without limitation, students, faculty, parents, community business owners, and DISTRICT's administrators;

iii. Become familiar with DISTRICT's classroom teaching methods and management strategies;

iv. Participate in counseling "at risk" students and their parents in cooperation with DISTRICT's counselors;

v. Participate as an active member of the District's School Attendance Review Board, and Expulsion Hearings, as requested.

vi. Work with school administrators, counselors and teachers in the implementation of violence prevention programs, drug/tobacco abuse/use prevention programs, activities designed to reduce bullying at school, emergency and crisis planning and other educational and law enforcement related matters.

vii. Meet regularly with school administrators to plan regular activities and schedules.

viii. Be visible on campuses, building working relationships with school staff, students, parents, and parent groups.

ix. On an as needed basis, conduct site visits at various schools within the district.

x. Perform home visits as needed.

xi. Provide information to the District regarding threat assessment of students.

E. The CITY will make the SROs available during school hours ordinarily between 7:30 a.m. and 3:30 p.m. or 8:00 a.m. to 4:00 p.m. In addition, DISTRICT may request the SRO's presence on occasion during the evening in the event of evening programs.

F. During those times that DISTRICT does not have school in session (example: Winter and Summer breaks), CITY may assign the SROs to perform other police work that may, or may not, be associated with DISTRICT activities.

G. The City or its police department may reassign SROs as necessary to ensure public safety or other circumstances deemed necessary, such as court appearances, staff shortage, emergency circumstances.

H. The services of the SROs will begin in August 2026 at the start of the 2026-2027 School Year, and be provided on days school is in session through September 2027 including during the Summer School session when one SRO will be assigned.

I. Unless specified otherwise in this Agreement, the CITY's Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or his/her designee shall consult with the DISTRICT Superintendent, or his or her designee, on matters that pertain to this Agreement.

Any complaint or allegations of misconduct involving or against the Officer arising out of the performance of this Agreement shall be reported directly to the Chief of Police and shall be handled in accordance with the CITY's internal policies, procedures, and practices.

3. DISTRICT'S RESPONSIBILITIES.

A. CITY COMPENSATION.

i. *Regular School Year*. DISTRICT will pay the fully burdened costs of the two (2) SROs for the regular School Year based on the days they are committed to the District. The billing will be based on the fully burdened cost of the employee to the City, divided by 246 work days (260 paid days, less 14 holidays) to calculate an average daily rate. The daily rate will then be multiplied by 180 school days, the days the officers will be present at the school.

Fully Burdened Cost / 246 days = Average Daily Rate

Average Daily Rate x 180 academic days = School District Annual amount

Annual Amount / 12 months = Monthly Billed amount

The estimated Fiscal Year cost for two positions is approximately $286,427. The amount is subject to change based on the Officer filling the position.

Any extra hours requested by the District to cover Special Events, falling outside the SRO's normal work day, shall be billed at the fully burdened rate per the City's master fee schedule. The current fully burdened rate is $157 per hour.

ii. *Summer School*. The District is responsible for the cost of one SRO for 25 days of Summer School. The amount is subject to change based on the Officer filling the position.

iii. CITY will invoice the DISTRICT by the 15th day of each month for the SROs' services for the previous month. The District will pay the invoice within thirty days (30) of the receipt.

iv. In the event of any question or dispute on the amount, DISTRICT will notify the CITY within fifteen (15) days, and CITY will respond within fifteen (15) days of the receipt of the inquiry to the DISTRICT per the contact information in section 14, below.

B. DISTRICT will provide each SRO with an appropriate working space and supplies to perform the SRO's duties at Santa Paula High School and Isbell Middle School sites.

C. DISTRICT agrees to modify the weekly schedule of the SROs as needed to ensure that no overtime expenditures are associated with this position. DISTRICT will notify the SROs at least three (3) days in advance if any schedule modifications are needed for a special program or event. A City police department commander and the District must approve any overtime relating to the SRO's duties that are within the scope of the SRO position.

4. PRIVACY RIGHTS. This Agreement anticipates that CITY may have access to records concerning minors whose records are protected from disclosure by various provisions of California law (including, without limitation, Welfare & Institutions Code § 827). Accordingly, CITY agrees that it will use its best efforts to secure all student records and prevent their disclosure to the extent provided by applicable law.

5. CONFIDENTIALITY. DISTRICT understands and agrees that CITY cannot share information gathered in furtherance of criminal investigations; crime reports; and other, similar matters. Applicable law requires that such information be kept confidential.

6. PUBLIC RECORDS ACT. The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 7920-7931) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request. However, the Parties agree that student records are specifically excluded from disclosure under Government Code §§ 7927.7, 7927.705, 7930.195, and 7930.2. Accordingly, the Parties agree that such records will not be released except as otherwise provided by law.

7. TERM. The term of this Agreement will be from the start of the Regular School Year through the end of Summer School according to the DISTRICT's 2026-2027 School Year Calendar, unless terminated earlier pursuant to Section 8 of this Agreement.

8. TERMINATION. Except as otherwise provided, the Parties may terminate this Agreement at any time with or without cause. DISTRICT will pay CITY on a pro-rated basis for all services

rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that were not previously reimbursed up to the date of termination. CITY will provide all necessary documentation of services rendered to the District under this Agreement including but not limited to: time sheets for SROs, logs or service records for educational or tobacco enforcement activities, and any documents needed as verification of service.

9. OWNERSHIP OF DOCUMENTS. All documents, data, studies, and reports prepared by DISTRICT relating to this Agreement are DISTRICT'S property. DISTRICT will provide copies of said documents and materials to the CITY as requested, but will retain all original materials.

10. INDEMNIFICATION.

A. To the fullest extent permitted by law, DISTRICT hereby agrees to and shall indemnify, defend, and hold CITY, its elective and appointive boards, officers, agents, volunteers, and employees harmless for any and all claims, actions, losses, liability or damages or claims for damages for personal injury, including death, as well as from claims from breach of confidentiality or property damage, which may arise from DISTRICT'S negligent or intentional acts, errors or omissions under this Agreement, except where such indemnification is prohibited by law.

B. To the fullest extent permitted by law, CITY hereby agrees to and shall indemnify, defend, and hold DISTRICT, its elective and appointive boards, officers, agents, volunteers, and employees harmless for any and all claims, actions, losses, liability or damages or claims for damages for personal injury, including death, as well as from claims from breach of confidentiality or property damage, which may arise from CITY'S negligent or intentional acts, errors or omissions under this Agreement, except where such indemnification is prohibited by law.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

11. INSURANCE. The Parties shall each maintain adequate insurance coverage for the activities contemplated herein for the duration of this Agreement. Each Party may utilize a program of self-insurance to meet the insurance requirements of this Agreement.

12. ASSIGNABILITY. DISTRICT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

13. AUDIT OF RECORDS. Both the CITY and DISTRICT will maintain full and accurate records with respect to all services and matters covered under this Agreement. Both will have access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Both the CITY and DISTRICT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

14. NOTICES. All communications to either Party by the other Party will be deemed made when received by such party at its respective name and address as follows:

If to DISTRICT:	If to CITY:
Superintendent	City Manager
Santa Paula Unified School District	City of Santa Paula
201 South Steckel Drive	P.O. Box 569
Santa Paula, CA 93060	Santa Paula, CA 93061-0569

Any such written communications by mail will be conclusively deemed to have been received by the addressee two days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

15. INTERPRETATION; VENUE. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties with respect to the matters set forth above and supersedes all prior or contemporaneous understanding or agreements between the Parties with respect to the subject matter, whether oral or written.

17. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

18. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

19. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

20. RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or any other similar arrangement between the Parties. No Party to this Agreement shall be deemed to be a representative, an agent, or an employee of the other Party.

21. NO THIRD-PARTY BENEFICIARIES. This Agreement and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the PARTIES. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any

rights or causes of action against either PARTY hereunder as a result of a Party's performance or non-performance of its responsibilities under this Agreement.

22. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

23. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed WILL irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

24. CITY COUNCIL APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

25. SCHOOL DISTRICT GOVERNING BOARD APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Governing Board of Trustees of the Santa Paula Unified School District. This Agreement is not binding upon the DISTRICT until executed by the appropriate DISTRICT official, acting in the authorized capacity.

26. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

27. STATEMENT OF EXPERIENCE. By executing this Agreement, DISTRICT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. DISTRICT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that DISTRICT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on Next Page]

SIGNATURE PAGE TO
AGREEMENT FOR SCHOOL RESOURCE OFFICER BETWEEN
THE CITY OF SANTA PAULA AND
THE SANTA PAULA UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF the Parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA	SANTA PAULA UNIFIED SCHOOL DISTRICT
_____	_____
Dan Singer, City Manager	SUPERINTENDENT

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: WATER ENTERPRISE PURCHASE OF ONE (1) NEW 2027 FORD F-600 STEEL BODY DUMP TRUCK

Date: August 19, 2026

Agenda Item: 13.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to the purchase of one (1) new 2027 Ford F-600 Steel Body Dump Truck through Sourcewell, a cooperative purchasing program, for a total cost of $128,099.53

BACKGROUND:

The Water Division relies on dump trucks to support daily construction, maintenance, and emergency-response activities. These vehicles are used to transport aggregate, asphalt, excavated material, pipe, fittings, barricades, and other equipment and materials to and from work sites, including water main and service-line repairs.

A heavy-duty dump truck with a Gross Vehicle Weight Rating (GVWR) below 26,001 pounds will provide the hauling capacity needed to support field operations while allowing qualified staff to operate the vehicle without a commercial driver's license (CDL). The proposed purchase will improve operational flexibility, efficiency, and the Division's ability to support multiple field crews and respond to emergencies.

ANALYSIS:

The proposed 2027 Ford F-600 Dump Truck will be equipped with a 4- to 5-cubic-yard steel dump body, PTO-driven hoist, tarp system, toolboxes, trailer hitch, and backup camera. With a GVWR of 22,000 pounds, the vehicle will provide the hauling capacity and durability necessary to support the Water Division's daily construction, maintenance, and emergency-response activities while allowing qualified staff to operate it without a commercial driver's license.

Staff obtained pricing through Sourcewell, a cooperative purchasing program, to ensure a competitive and compliant procurement consistent with City purchasing policies and Santa Paula Municipal Code Section 41.11. Section 41.11 requires City Council consent to purchase supplies through a cooperative purchasing program, where the supplies have an estimated value that exceeds $50,000.

Upon delivery, the new vehicle will replace Truck #277, a 2000 Chevrolet C7 Series 7000 heavy-duty truck. Truck #277 will be designated as surplus and presented to the City Council for authorization to dispose of at a future meeting in accordance with the City's fleet replacement policy.

STRATEGIC PLAN:

Strategic Plan: This purchase supports the City Council's strategic priorities of Infrastructure, Transportation & Mobility and Operational Excellence by providing Water Division staff with safe, reliable, and cost-effective equipment necessary to maintain critical water infrastructure, improve field efficiency, and respond to emergency repairs

FISCAL IMPACTS:

The total cost to purchase one new 2027 Ford F-600 Dump Truck, including tax, delivery, and outfitting, is $128,099.53. This amount is $33,099.53 above the $95,000 originally allocated for the vehicle.

Sufficient funding is available within the Water Division's approved FY 2026–2027 New Equipment budget, which includes $123,140.63 in carryover from FY 2025–2026. The carryover reflects savings from the Ford F-150 Lightning purchase and valve replacement work carried forward into the current fiscal year. With the expanded in-house valve replacement program, significant savings will be realized by reducing reliance on third-party contractors, which represent the majority of the valve replacement cost. The remaining valve replacement work scheduled for this year will be completed within the existing Water Division budget. No additional appropriation is requested at this time.

Table 1: Funding Source

Fund	Account No.	Available Budget
Water Enterprise Equipment - New	620-5-5072-610	$162,997

Sourcewell Quote ID #35569 R2		
2027 Ford F-600 Super Duty		$62,085.56
CTEC Installed Upfit: Steel Dump		$55,158.40
Tax (9.25%)		$10,845.07
Tire Fee		$10.50
	Purchase Price	**$128,099.53**

OPTIONS:

1. The Council has the following available alternative options to the staff's recommendations: Do not approve the purchase and direct staff to find an alternative to replace vehicle #277.

ATTACHMENTS:

EXHIBIT A-Sourcewell Quote.pdf

EXHIBIT A

2027 Ford Super Duty F-600 Dump Truck Sourcewell Quote

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

7/8/2026
7/21/2026 Re-Configured

Government Quote ID: **35569 R2**

Order Cut Off Date: **TBA**

Mr Frank Almazan- Ramirez
City of Santa Paula

180 S. Palm Avenue

Santa Paula, California, 93060

Dear Frank Almazan- Ramirez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2027 Ford Super Duty F-600 DRW (F6K) XL 2WD Reg Cab 169" WB 84" CA, CTEC Installed Upfit: Steel Dump Body - FDS-11-4 - Level 2 + pkg, Per Quote Per Quote: 16338) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$64,165.00	$62,085.56	3.241 %	$2,079.44
CTEC Installed Upfit: Steel Dump		$55,158.40		
Body - FDS-11-4 - Level 2 + pkg				
Tax (9.2500 %)		$10,845.07		
Tire fee		$10.50		
Total		$128,099.53		

*Per the attached specifications. Additional upfit options included; **Required progress payment for chassis due upon delivery to installer. Invoice for upfit due thereafter upon completion.**
This vehicle(s) is available under the **Sourcewell Contract 081325-NAF.** Please reference this Contract number on all purchase order 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

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Sourcewell
Awarded Contract
Contract # 081325-NAF

CHEVROLET Ford NISSAN TOYOTA GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

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

CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

ctec-truckbody.com

QUOTE

Quote Date	Quote #
7/14/2026	16338

Sold To:	End User
NAFG Dan Agatep	City of Santa Paula - Water 970 E. Ventura St. Santa Paula, CA 93060 Frank Ramirez Almaza

Terms	Net 10
FOB	Santa Paula
Rep	EP

Model Cab	Fuel	Truck Available	Rear wheel	Bed width Compartment depth	CA
2027 F550 Reg Cab	Gas	yes	DRW	N/A	84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
2027 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA NOTE: Include Rear View Camera & Prep Kit Body fits both Models F550 & F600 with 84" CA (only difference will be Cab Shield Height if on F600) OPTION: Elec/Hydraulic Hoist (Slower Dumping) Deduct - Aprox. $3,500		

QUOTE VALID FOR 30 DAYS	**Subtotal**
Order accepted by: _____ Date_____	**Tax (9.25%)**
Print Name _____ PO # _____	**Total**

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES

CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Quote Date	Quote #
7/14/2026	16338

Sold To:	End User	ctec-truckbody.com
NAFG Dan Agatep	City of Santa Paula - Water 970 E. Ventura St. Santa Paula, CA 93060 Frank Ramirez Almaza	

Terms	Net 10
FOB	Santa Paula
Rep	EP

Model Cab	Fuel	Truck Available	Rear wheel	Bed width Compartment depth	CA
2027 F550 Reg Cab	Gas	yes	DRW	N/A	84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
4 - 5 Cubic Yard Steel Dump Body - FDS-11-4 - Level 2	1	
11’ 7” Long / 96” Wide OD		
17” Fold Down Sides		
23" Metering Tailgate - Manual Locking		
4.10 YD / 5.49YD w/ 6” extensions		
SR 4016 Hoist (PTO,Tank,Valves Needed)		
¼ Cab Shield w/Window		
LED Lights		
Spreader Apron		
Tarp Hook Set		
Paint Finish - Black		

QUOTE VALID FOR 30 DAYS	**Subtotal**
Order accepted by: _____ Date_____	**Tax (9.25%)**
Print Name _____ PO # _____	**Total**

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES

CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Quote Date	Quote #
7/14/2026	16338

Sold To:

NAFG
Dan Agatep

End User **ctec-truckbody.com**

City of Santa Paula - Water
970 E. Ventura St.
Santa Paula, CA 93060
Frank Ramirez Almaza

Terms	Net 10
FOB	Santa Paula
Rep	EP

Model Cab	Fuel	Truck Available	Rear wheel	Bed width Compartment depth	CA
2027 F550 Reg Cab	Gas	yes	DRW	N/A	84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
"PTO" Gear Pump Rec. Tank Electrically Controlled Valve	1	
Provide and Install Underbed Tool Box - Both Sides Front of Rear Wheel Stainless Steel T-Handel with 3-PT Locking System, Piano Hinge w/1/4" Pin Powder Coated (Black)	2	
Dump Style Hitch HD D-Rings OEM Trailer Plug Class V Receiver Type Insert	1	
Install OEM "Rear View Camera & Prep Kit"	1	
Provide and Install Semi-Automatic Pull Tarp	1	
Provide and Install Hardwood Running Side Boards - 12 ft.	2	
HD Mud Flaps	2	

QUOTE VALID FOR 30 DAYS

Subtotal

Order accepted by: _____ Date_____

Tax (9.25%)

Print Name _____ PO # _____

Total

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES

CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Quote Date	Quote #
7/14/2026	16338

Sold To:	End User	ctec-truckbody.com
NAFG Dan Agatep	City of Santa Paula - Water 970 E. Ventura St. Santa Paula, CA 93060 Frank Ramirez Almaza	

Terms	Net 10
FOB	Santa Paula
Rep	EP

Model Cab	Fuel	Truck Available	Rear wheel	Bed width Compartment depth	CA
2027 F550 Reg Cab	Gas	yes	DRW	N/A	84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
PDI & Delivery City of Santa Paula 970 E Ventura St. Santa Paula, CA 93060	1	

QUOTE VALID FOR 30 DAYS	**Subtotal**	$50,144.00
Order accepted by: _____ Date_____	**Tax (9.25%)**	$4,638.32
Print Name _____ PO # _____	**Total**	$54,782.32

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES

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**
TD5	Tires: 245/70Rx19.5G BSW A/P, (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 and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X8L	Limited Slip w/4.88 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
52B	Trailer Brake Controller
18B	Platform Running Boards
153	Front License Plate Bracket
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)
18J	Vehicle Integration System 2.0, -inc: programmable vehicle integration system, Recommended for trucks that will utilize upfit aftermarket equipment
OPTION PACKAGE	
Code	**Description**

680A	Order Code 680A

2027 Fleet/Non-Retail Ford Super Duty F-600 DRW XL 2WD Reg Cab 169" WB 84" CA

WINDOW STICKER

2027 Ford Super Duty F-600 DRW XL 2WD Reg Cab 169" WB 84" CA

CODE	MODEL	MSRP
F6K	2027 Ford Super Duty F-600 DRW XL 2WD Reg Cab 169" WB 84" CA	$59,555.00
	OPTIONS	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	$0.00
TD5	Tires: 245/70Rx19.5G BSW A/P, (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 and driver's side manual lumbar	$0.00
X8L	Limited Slip w/4.88 Axle Ratio, (STD)	$0.00
52B	Trailer Brake Controller	$300.00
18B	Platform Running Boards	$320.00
153	Front License Plate Bracket	$0.00
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	$515.00
76C	Exterior Backup Alarm (Pre-Installed)	$280.00
18J	Vehicle Integration System 2.0, -inc: programmable vehicle integration system, Recommended for trucks that will utilize upfit aftermarket equipment	$400.00
680A	Order Code 680A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$61,370.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,795.00
TOTAL PRICE	**$64,165.00**

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

Government Quote ID: 35569

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and trail and transmission power take-off provision (STD)
Limited Slip w/4.88 Axle Ratio (STD)

EXTERIOR

Tires: 245/70Rx19.5G BSW A/P -inc: Spare may not be the same as road tire (STD)

WHEELS

Wheels: 19.5" x 6.75" Argent Painted Steel

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
190 Amp Alternator
190 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
14980# Maximum Payload
GVWR: 22,000 lbs Payload Package
HD Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
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, Hill Hold Control and Electric Parking Brake

Upfitter Switches
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
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
Front Splash Guards
Black Grille
Autolamp Auto On/Off Reflector 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: 4 speakers
4 Speakers
Fixed Antenna
SYNC 4 w/8" Center Display -inc: wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist
Wireless Phone Connectivity
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
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
Front Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
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 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
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Ford Security Package Tracker System
Smart Device Integration
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Instrument Panel Covered Bin, Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Front Center Armrest w/Storage
Perimeter Alarm
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)
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: AMENDMENT NO. 3 TO VENTURA REGIONAL SANITATION DISTRICT OPERATION AND MAINTENANCE CONTRACT

Date: August 19, 2026

Agenda Item: 13.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 3 to VRSD Contract No. 21-004, Agreement for Wastewater Facility Operation, Management, and Maintenance Between City of Santa Paula and Ventura Regional Sanitation District (VRSD).

BACKGROUND:

Water Recycling Facility (WRF):

The City is the owner of a publicly owned water recycling facility (WRF). The WRF is sited on a 50-acre parcel located at 920 Corporation Street, and is designed to treat wastewater flows up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD.

On April 7, 2021, the City Council approved an Operations, Management and Maintenance Agreement (“OMM Agreement”) (VRSD Contract No. 21-004) with VRSD to provide services for the WRF. Subsequently, the VRSD Board approved Contract No. 21-004 at their April 15, 2021 meeting.

On April 16, 2021, VRSD assumed staffing operations from the previous contracted staffing operator (Veolia North America) for the City for a term from April 15, 2021 to June 30, 2022.

Amendment No. 1 to VRSD Contract No. 21-004 was approved on May 18, 2022. The amendment defined the contract amount for FY 2022-23 as $1,171,920 and extended the agreement end date to June 30, 2026.

Amendment No. 2 to VRSD Contract No. 21-004 was approved on June 21, 2023. The amendment extended the agreement end date to June 30, 2027, increased VRSD compensation for Fiscal Years 2022-2023 and 2023-2024, updated VRSD rates, and added to the list of Services.

ANALYSIS:

WRF Operations, Management and Maintenance Agreement (VRSD Contract No. 21-004):

During the Fiscal Year 2025-2026 year-end closeout process, City staff identified that the total compensation paid and payable under VRSD Contract No. 21-004 exceeded the current authorized contract amount.

The additional funding is primarily needed due to two items. First, an additional payment associated with services provided during Fiscal Year 2024-2025 was received and processed during Fiscal Year 2025-2026 after the prior fiscal year had already closed. Second, the annual labor rate adjustment authorized under the Agreement was not reflected in invoices issued between July 2025 and January 2026. VRSD subsequently provided corrected billing to account for the previously unbilled labor rate adjustment.

As a result of these adjustments, the remaining contract balance was insufficient to cover the final invoice for services provided during Fiscal Year 2025-2026. Amendment No. 3 to VRSD Contract No. 21-004 is necessary to increase the not-to-exceed compensation amount and provide sufficient funding to complete payment for services provided under the Agreement.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, it will facilitate the continued operation of wastewater collections and treatment for City residents and businesses.

FISCAL IMPACTS:

Amendment No. 3 to VRSD Contract No. 21-004 increases the contract amount by $40,746.12, from $1,381,155 to $1,421,901.12.

The increase is necessary to account for an additional payment associated with Fiscal Year 2024-2025 that was processed in Fiscal Year 2025-2026, as well as corrected billing for the labor rate adjustment that was not reflected in invoices issued between July 2025 and January 2026.

Sufficient funding is available in GL 610-5-5063-228 to cover the increased contract amount.

OPTIONS:

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

1. Do not authorize the City Manager to execute WRF Amendment No. 3 and direct staff to return with alternative options for addressing the additional costs incurred under the agreement. Without approval of the amendment, the City would not have sufficient contract funding to complete payment for services provided during Fiscal Year 2025-2026.

ATTACHMENTS:

Amendment_No._3_to_VRSD_Contract_No._21-004_08192026.FINAL_081126-c1.pdf

EXHIBIT A

Amendment No. 3 to VRSD Contract No. 21-004

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to that certain AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated April 15, 2021 ("ORIGINAL AGREEMENT"), is made and entered into this 19th day of August 2026, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq*., ("VRSD") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") (each a "Party"; and together, the "Parties").

RECITALS

A. On April 15, 2021, VRSD and CITY entered into the ORIGINAL AGREEMENT (VRSD Contract No. 21-004), wherein DISTRICT agreed to manage, operate, and maintain the CITY's Water Recycling Facility ("WRF"), a Publicly-Owned Treatment Works ("POTW"), located at 920 Corporation Street, Santa Paula, CA which discharges tertiary-treated wastewater to groundwater through three percolation bonds adjacent to the WRF.

B. On May 18, 2022, VRSD AND CITY entered into AMENDMENT NO. 1 to the ORIGINAL AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2026, increased the contract amount for FY 2022-2023 to $1,171,920, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment in line with the Fiscal Year not to exceed five percent (5%), required rebates to customers under certain conditions, and revised the grounds and conditions for termination.

C. On June 21, 2023, VRSD and CITY entered into AMENDMENT NO. 2 to the ORIGINAL AGREEMENT, which extended the Agreement through June 30, 2027, increased compensation for FY 2022-2023 to $1,256,217 and FY 2023-2024 to $1,295,379, updated VRSD rates, and revised certain Agreement provisions.

D. As used hereafter, the term "AGREEMENT" shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1 and AMENDMENT NO. 2.

E. CITY and VRSD have determined that it is necessary to amend the

AGREEMENT to increase the compensation amount for Fiscal Year 2025-2026 to account for additional costs incurred and provide sufficient funding for payment of services provided under the AGREEMENT.

F. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 3 to increase the not-to-exceed compensation under the AGREEMENT.

G. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, based upon valuable consideration below and the Recitals above, it is mutually agreed by and between the Parties, in accordance with Article 9 of the Agreement,, that the Agreement will be amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. **Amendment to Operational Costs.** Section 5.1 (Operational Costs) of the Agreement is hereby amended to provide that the maximum compensation payable to VRSD for FY 2025-2026 shall not exceed $1,421,901, based on the rates set forth in Exhibit B, attached hereto and incorporated by this reference.

2. **FY 25/26 Rates.** Exhibit B to this Amendment No. 3 is hereby added to the "List of Exhibits" in Section 5.1 (Operational Costs) of the Agreement. Exhibit B to this Amendment No. 3 will be added to the list as Exhibit F to the Agreement, read as follows:
   "F. VRSD FY 2025/2026 Hourly Billable Rates"

3. **Integrated Contract.** This Amendment No. 3 reflects the complete understanding of the Parties with respect to the subject matter hereof. To the extent this Amendment No. 3 conflicts with the Agreement (as defined in Recital D), Amendment No. 3 supersedes the Agreement. In all other respects, the Parties hereto re-affirm and ratify all other provisions of the Agreement. From and after the Effective Date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3.

4. **Counterparts**. This Amendment No. 3 may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

5. **Authority.** The person or persons executing this Amendment No. 3 on behalf of the respective Parties warrant and represent that they have the authority to execute this Amendment No. 3 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

SIGNATURE PAGE
TO
AMENDMENT NO. 3 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF the Parties have executed this Amendment No. 3 as of the day and year first hereinabove written ("Effective Date").

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
City Attorney

VENTURA REGIONAL SANITATION DISTRICT

_____
Kevin Kildee,
Chairman of the Board

ATTEST

_____
Juliet Rodriguez,
Clerk of the Board

List of Exhibits:

A. VRSD Contract No. 21-004, Amendment No. 1, and Amendment No. 2
B. VRSD FY 2025/2026 Hourly Billable Rates

EXHIBIT A
TO
AMENDMENT NO. 3 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

(VRSD Contract No. 21-004, Amendment No. 1 and Amendment No. 2)

[Attached behind]

AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

This AMENDMENT NO. 2 ("AMENDMENT NO. 2") to that certain AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated April 15, 2021 ("ORIGINAL AGREEMENT"), is made and entered into this 29th day of June 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, ("VRSD") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") (each a "Party"; and together, the "Parties").

RECITALS

A. On April 15, 2021, VRSD and CITY entered into the ORIGINAL AGREEMENT (VRSD Contract No. 21-004), wherein DISTRICT agreed to manage, operate, and maintain the CITY's Water Recycling Facility ("WRF"), a Publicly-Owned Treatment Works ("POTW"), located at 920 Corporation Street, Santa Paula, CA which discharges tertiary-treated wastewater to groundwater through three percolation bonds adjacent to the WRF.

B. On May 18, 2022, VRSD AND CITY entered into AMENDMENT NO. 1 to the ORIGINAL AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2026, increased the contract amount for FY 2022-2023 to $1,171,920, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment in line with the Fiscal Year not to exceed five percent (5%), required rebates to customers under certain conditions, and revised the grounds and conditions for termination.

C. As used hereafter, the term "AGREEMENT" shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1.

D. CITY and VRSD have determined that it is necessary to amend the AGREEMENT to help VRSD to continue offering cost-effective, essential, public services to public agency wastewater clients, including CITY.

E. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 2 to extend the Term to June 30, 2027, increase VRSD compensation for Fiscal Years 2022-2023 and 2023-2024, update VRSD rates, and add to the list of Services.

F. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, based upon valuable consideration below and the Recitals above, it is mutually agreed by and between the Parties, in accordance with Article 9 of the Agreement, that the Agreement will be amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. Sections 4.1 and 5.1 of the Agreement and the List of Exhibits are hereby amended in their entirety to read as follows:

"4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2027. Parties may extend the agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided."

"5.1 Operational Costs. CITY shall pay to VRSD the entire cost to VRSD of performing the Services which shall be $1,256,217 for FY 2022-2023 and $1,295,379 for FY 2023-2024. CITY shall be billed only for costs incurred. CITY shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from CITY. For this Agreement, the entire cost to CITY shall include:

a. For personnel services for FY 2023-2024, the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit "F" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Section 5.2.f each year, thereafter.

b. For purchase of supplies, equipment, and services, the actual cost plus a fifteen percent (15%) markup.

c. For provision of equipment and machinery for FY 2022-2023, the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "F" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Section 5.2.f each year, thereafter."

"List of Exhibits:

A. WDR/CDO
B. Scope of Services
C. WRF Design Parameters

D. VRSD Hourly Billable Rates FY 2021 and FY 2022
E. VRSD Water & Wastewater ISF Equipment and Charges FY 2021
F. VRSD FY 2022/2023 Hourly Billable Rates and Equipment & Supply (consumable) Rates; FY 2023/2024 Hourly Billable Rates and Equipment & Supply (consumable) Rates"

2. The term "Exhibit B" in Sections 5.2.f, which applies an annual CPI adjustment between zero (0%) and five percent (5%), and 5.2.g relating to customer rebates, is hereby replaced with the term "Exhibit F".

3. Exhibit A to this Amendment No. 2 is hereby added to the Original Agreement as Exhibit "F", and incorporated by this reference. Exhibit "F" consists of VRSD's (1) FY 22/23 hourly rates and equipment & supply (consumable) rates and (2) FY 23/24 hourly rates and equipment & supply (consumable) rates.

4. Amendment No. 1 inadvertently replaced Exhibit "B" to the Original Agreement ("Scope of Services") with Exhibit B to Amendment No. 1. ("Ventura Regional Sanitation District Proposed Hourly Rates-Revised 12/09/21, July 1, 2022 Through June 30, 2023/Ventura Regional Sanitation District Equipment & Supply (Consumable) Rates-Proposed, July 1, 2022 Through June 30, 2023"). Exhibit B ("Scope of Services") to the Original Agreement is hereby added back to the Original Agreement.

5. The following paragraph p. is hereby added to Section 3.1:

"p. Purchase of equipment, materials, supplies, and outside services as needed for emergency work when authorized by the City."

6. Unless the City Manager or City Council, as applicable, makes an exception in writing, the City's payment obligations are contingent on future budgets. "Future budgets" shall mean budgets approved by Council following the effective date of this Amendment No. 2.

7. **Integrated Contract.** This Amendment No. 2 reflects the complete understanding of the Parties with respect to the subject matter hereof. To the extent this Amendment No. 2 conflicts with the Agreement (as defined in Recital C), Amendment No. 2 supersedes the Agreement. In all other respects, the Parties hereto re-affirm and ratify all other provisions of the Agreement. From and after the Effective Date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Original Agreement as amended by Amendment No. 1 and this Amendment No. 2. Attached as Exhibit B to this Amendment No. 2 is the Original Agreement (VRSD Contract No. 21-004) and Amendment No. 1, incorporated herein by this reference.

8. **Counterparts.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

9. **Authority.** The person or persons executing this Amendment No. 2 on behalf of the

respective Parties warrant and represent that they have the authority to execute this Amendment No. 2 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

[Signatures on Next Page]

SIGNATURE PAGE
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF the Parties have executed this Amendment No. 2 as of the day and year first hereinabove written ("Effective Date").

CITY OF SANTA PAULA

Dan Singer,
City Manager

ATTEST:

Julie Latshaw,
City Clerk

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

VENTURA REGIONAL
SANITATION DISTRICT

Kevin Kildee
Kevin Kildee (Jun 30, 2023 17:13 PDT)

Kevin Kildee,
Chairman of the Board

ATTEST

Juliet Rodriguez
Juliet Rodriguez (Jun 30, 2023 11:24 PDT)

Juliet Rodriguez,
Clerk of the Board

APPROVED AS TO FORM:

Monica Castillo,
Interim City Attorney

List of Exhibits:

A. VRSD Hourly Billable Rates FY 2022-2023, VRSD Equipment and Supply (Consumable) Rates FY 2022-2023, Hourly Billable Rates FY 2023-2024, and VRSD Equipment and Supply (Consumable) Rates FY 2023-2024
B. VRSD Contract No. 21-004 and Amendment No. 1

EXHIBIT A
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

(Charges and Hourly Rates)

[Attached behind]

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2023 THROUGH JUNE 30, 2024

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				$162		
Airless Sprayer Epic 660E				$57		
Bulldog Nozzle		$41				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$32		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$81		
Compressor, Air				$162		
Computer, Laptop				$81		
Concrete Mixer				$81		
Confined Space Tripod/Harness System w/air blower				$81		
Debris Catcher				$41		
Digital Manometer		$2				
Epoxy Injection Machine				$503		
Fleet Vehicle Use (mileage)	$1.63					
Fuel Filtering System				$89		
Gas Analyzer (GEM)						$370
Gas Scope (meter)		$32				
Generator - 2kw				$41		
Generator - 5kw				$41		
Generator - 70kw				$162		
Grunfos Control Box		$24				
Hand Tools				$16		
Laptop computer				$81		
Laser Alignment Equipment				$122		
Lateral Camera (use = each lateral)		$162				
Load Bank				$73		
Line Locator (Detector)				$41		
Manhole Rehab Equipment per vertical foot		$105.40/vft				
Metal Detector (Locator)				$41		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$32				
Mule (ATV)						$454
Oil System				$65		
Peristolic Pump		$32				
pH, Field Tests		$8				
Polymixer						$211
Portable Hydrorodder				$608		
Portable Welder				$32		
Pressure Washer			$8	$65		
Pressure Washer - High Pressure/Hot Water				$89		

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2023 THROUGH JUNE 30, 2024

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$89		
Pump - 3" Pump				$65		
Pump - 4" Godwin				$162	$908	$3,650
Pump - 4" Trailer-Mounted Pump				$97	$545	$2,190
Pump - Dewatering Pump (Potable)				$81	$243	$649
Pump - Diaphragm Pump				$162	$908	$3,650
Pump - King Pump				$162	$908	$3,650
Pump - Trash Pump, 6"				$162	$908	$3,650
Pumper Trailer				$81		
Push Camera				$122		
Root Saw or Chain Scraper				$41		
Sampler - Automatic (ISCO)		$49				
Sandblaster				$73		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$48-$211		
Sprayer, Airless and Manhole				$162		
Sprayer, Extreme Airless				$406		
Test Bench, Water (Ford)						$406
Traffic Control Items (cones/signs)				$49		
Vactor with Chase Truck (for traffic control) *			$122	$937		
Vactor without Chase Truck *			$101	$892		
Vacuum Truck *				$511		
Vehicle - MULE (all terrain vehicle)						$454
Vehicle - Standby Truck w/crane, pump, & tank		$41				
Vehicle or Forklift				$41		
Video Inspection Vehicle (TV Van) *				$511		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$97		
Well Control Box (pump controller-QED)		$16				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$24				
Consumables				$5		
Float Switch		$86				
Float Weight		$16				

FY2025 Equipment Rates: shall be set by adjusting the prior year's equipment rates for inflation in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI), for a maximum allowable increase of 5%. CPI shall be defined as the index for All Urban Consumers for Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

EXHIBIT B
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

(VRSD Contract No. 21-004 and Amendment No 1)

[Attached behind]

4-15-2021

VRSD CONTRACT NO. 21- 004

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 15th day of April 2021, by and between the City of Santa Paula ("City"), and the VENTURA REGIONAL SANITATION DISTRICT, a county regional sanitation district formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, ("VRSD"). Together, City and VRSD shall be referred to herein as "Parties."

RECITALS

A. City is the owner of the Santa Paula Water Recycling Facility ("WRF"), a Publicly-Owned Treatment Works ("POTW"), located at 920 Corporation Street, Santa Paula, CA, which discharges tertiary-treated wastewater to groundwater through three percolation ponds adjacent to the WRF. The WRF is more fully described in the California Regional Water Quality Control Board, Los Angeles Region, Waste Discharge Requirements for the City WRF, Order No. R4-2018-0022, File No. 06-189, CI No. 9259 dated February 8, 2018 ("WDR") and Cease and Desist Order No. R4-2018-0023 ("CDO"), which is attached as Exhibit A and incorporated herein by reference; and

B. City WRF is subject to all the terms and conditions of the WDR and CDO and VRSD acknowledges the WDR and CDO and is aware of the WDR and CDO's findings, contents, requirements, prohibitions, and limitations on the WRF; and

C. City desires to enter into an agreement with VRSD for the staffing, operation and maintenance of the WRF, as well as other closely related services, hereinafter collectively referred to as "Services"; and

D. City believes it is in its best long-term interest to transition the WRF operations from a private contractor operation to operation by a public agency.

E. VRSD has the authority, pursuant to Health & Safety Code Section 4700 *et seq.* and Public Contract Code §20782, and capability to provide the requested Services relative to City WRF and is willing to perform such services for the City; and

F. VRSD has represented that they have the requisite knowledge and experience in operation and servicing the City's WRF so that they can provide essential public services to City's customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits.

G. City, based upon the VRSD's representations, experience and qualifications, selected the VRSD to operate and maintain the WRF on the terms set forth herein.

H. At its regular City Council meeting on December 16, 2020, the City Council authorized City staff to seek an agreement with the VRSD to operate and maintain the WRF.

I. It is the mutual desire of the Parties to set forth in this Agreement the terms and conditions under which VRSD will operate and maintain the City WRF.

NOW, THEREFORE, in consideration of these Recitals and the mutual covenants, terms, conditions, and covenants set forth below, the Parties agree as follows:

AGREEMENT

ARTICLE 1: DEFINITIONS

a. "Acceptable Influent" means domestic, commercial, institutional, industrial and other wastewater generated within the jurisdiction of the City and received in the WRF, excluding any substances or contaminants that violate Applicable Laws, Plans, Policies, and Regulations. Influent that exceeds the WRF's Design Parameters is not an Acceptable Influent.

b. [intentionally left blank]

c. "Agreement" means this "Agreement for Water & Wastewater Facility Operation and Management & Maintenance" and all Exhibits attached hereto and made a part hereof, executed by and between City and VRSD, as the same may be amended from time to time.

d. "Applicable Laws, Plans, Policies, and Regulations" means any federal, State or local statute, regulation, ordinance, rule, mandate, order, decree, permit, code, plan, policy or license requirement or other governmental requirement or restriction, or any interpretation or administration of any of the foregoing by any responsible governmental authority, which applies to the Services or obligations of either Party under this Agreement.

e. "Capital Improvement" means, as it relates to the WRF, adding new equipment (accessory, appurtenances, or components thereof), or new structures (as opposed to Routine replacement, maintenance, repair or rebuilding the existing structures) that either: (i) increases its efficiency and capacity for which it was designed and constructed; or (ii) has a service life of at least five (5) years.

f. "Chief Plant Operator" means a VRSD employee with the requisite state licenses and level

of experience to be the primary operations person to run the WRF and to manage all other staff persons, consultants, vendors, subcontractors, third-party personnel or contractors assigned or hired by the City or VRSD to assist in the operation or maintenance of the WRF.

g. "City's Responsibilities" means all responsibilities and obligations of the City related to the subject matter of this Agreement and as fully set forth below.

h. "Commencement Date" means the date that VRSD shall begin to provide Services for the City WRF as set forth in Article 2 of this Agreement.

i. "Damage" means any and all threatened or actual costs, claims, suits, demands, causes of action, judgments, settlements, liabilities, penalties, fines, taxes, interest, citations, forfeitures, liens, environmental contamination, personal injury (including sickness, disease or death), property damage (including loss of use and other economic loss), intellectual property infringement (including settlements, defense costs, judgments, court costs, expert(s) fees, and reasonable attorneys' fees), governmental action (including fines, penalties, and levies) and executions and garnishments and all other expenses (including reasonable attorneys' fees, experts', investigation, and other related fees and costs, including without limitation litigation expenses) and losses. For purposes of this Agreement, damages shall not include any consequential, special or punitive damages of any kind, except to the extent resulting from the gross negligence or willful misconduct of VRSD or the City, as may be the case.

j. "Effective Date" means the date first written above.

k. "Emergency" shall mean an unplanned and unanticipated event which disables all or a part of the WRF, threatens the continued functioning of the WRF, or threatens a violation of any Contract Standard in the Agreement or Applicable Law, Plans, Policies or Regulations.

l. "Facilities" means all of the individual components and elements which comprise the City's WRF as set forth in Exhibit A.

m. "Fiscal Year" means the 12 consecutive month period starting on July 1 and ending on June 30.

n. "Good Industry Practices" means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, licensed, and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this Agreement and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all Applicable Laws, Plans, Policies, and Regulations.

o. "Hazardous Materials" means any petroleum product, oil, hazardous substance, hazardous waste, pollutant and any other material regulated and governed by CERCLA 42 U.S.C. Section 9601, RCRA 42 U.S.C. 6901, the Federal Clean Water Act, Clean Air Act, or any other Law protective of public health, safety, welfare, air, surface water, ground water, soil or the environment (but specifically excluding any laws dealing with the means, methods,

techniques, sequences, procedures of construction and safety of VRSD's workers for which VRSD is responsible), including, without limitation, polychlorinated biphenyls (PCBs) and asbestos.

p. "Maintenance & Repair Items" means all scheduled and unscheduled maintenance, repair and replacement activities required to ensure the efficient and effective operation of the WRF, including, but not limited to, all normal, maintenance of the grounds of the WRF, routine or repetitive activities required to sustain the normal service life of the WRF and the components thereof, non-routine or unscheduled preventative or corrective maintenance, repair, or replacement activities required for the operational continuity, safety and performance of the WRF, and the replacement of all components of the WRF at the end of their planned or actual useful life or as necessary to comply with the obligations of this Agreement.

q. "Permits" means any required governmental licenses, permits and authorizations required to perform the Services and operate the WRF pursuant to this Agreement.

r. "Services" means all of the duties, obligations, and services as defined herein to be provided by VRSD for the WRF, including operational, management, monitoring, reporting, and maintenance, repair and replacement services, which are all further defined and specified in in Exhibit B attached hereto. Notwithstanding Article 5 below, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary permits, licenses and certifications VRSD requires in order to perform the Services.

s. "State" means the State of California.

t. "Term" means the period of time in which this Agreement is in full force and effect as set forth in Article 4 of this Agreement.

u. "Uncontrollable Circumstances" means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder, or expands the scope of the Party's obligations under this Agreement, to the extent such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party, including, without limitation the following:

(i) Force Majeure events that are outside the reasonable control of the Party relying thereon, such as acts of God, acts of terrorism, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, floods that constitute a 100-year flood, explosions, civil disturbances, acts of the public enemy and war;

(ii) Change in Law, defined as the enactment, adoption, amendment, promulgation, issuance, modification, repeal, or change of any Applicable Laws, Plans, Policies, and Regulations that (excluding laws adopted at the time of execution of this Agreement but which

have provisions that take effect after the Commencement Date) establishes requirements affecting the financing or operation or capital costs of the WRF that are materially more burdensome than the most stringent requirements in effect as of the Effective Date;

(iii) Judicial/ Administrative Determinations, defined as the final order, judgment, action or determination of any Federal, State or local court or tribunal of competent jurisdiction, administrative agency or governmental body (other than City if issued pursuant to the provisions of this Agreement expressly authorizing same);

(iv) Permit Terminations, defined as the suspension, termination, interruption, denial or failure of renewal or issuance of any Permit (to the extent not caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD) that is necessary to operate the WRF;

(v) Failure of Essential Services, defined as the failure of any appropriate Federal, State, Municipal, County or other public agency or private utility having operating jurisdiction in the area in which the WRF is located, to provide and maintain utilities, services, communications, water and sewer lines and power transmission lines to the Facilities, except if such failure is caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD;

(vi) Condemnation, defined as the condemnation, eminent domain, taking, seizure, involuntary conversion or requisition of title to or use of the WRF, or any material portion or part thereof by the action of any federal, State or local government or governmental agency;

(vii) Labor Strikes directed at VRSD or other related entities or any subcontractor(s) or supplier(s);

(viii) Miscellaneous Other Uncontrollable Circumstances, as set forth below:

1. any material change that takes place between the Effective Date and the Commencement Date that materially impacts VRSD's performance of the Services;

2. delays or denials of any licenses and approvals that are required to be maintained by VRSD in order to perform the Services;

3. the existence of a concealed or latent environmental condition at the WRF or adjoining sites;

4. contamination of the WRF from Hazardous Substances contained in groundwater, soil or air migrating from sources outside of the WRF;

5. the result of any act, error or omission of any other consultant or contractor engaged by City or its affiliates to perform services at or for the WRF during the Term;

6. the failure of any governmental body or private utility having operational jurisdiction in the area in which the WRF is located to provide and maintain utilities, telephone, internet or telecommunication services;

7. any change in title or placement of any encumbrance on the WRF;

8. the receipt of influent in the WRF other than Acceptable Influent;

9. the failure of City to proceed with and complete a Capital Improvement that VRSD determines is necessary to provide the Services, and which is verified by an independent third party approved by the City and VRSD, in this Agreement;

10. any Capital Improvement that interferes with VRSD's obligations and responsibilities under this Agreement to provide Service to City's WRF;

11. the action or inaction of any third party; and

12. without prejudice to the generality hereof, any other circumstance, cause or occurrence of any kind whatsoever beyond the reasonable control of a Party.

v. "Waste Discharge Requirements" means the WRF's effluent discharge requirements, limits and/or and parameters as set forth in the Order No. R4-2018-0022 and Cease and Desist Order No. R4-2018-0023 issued by the State of California, California Regional Water Quality Control Board, Los Angeles Region, as amended, attached hereto as Exhibit A.

w. "WRF Design Parameters" means those parameters or operational boundaries within which the Facilities were designed to treat influent of no greater characteristics set forth in Exhibit D.

x. "WRF Equipment" means all machinery, components, process-related equipment, property or assets (including pumps, screens, grit handling equipment, sludge handling equipment, chemical feed storage equipment and tank covers), parts and materials contained within the WRF which are owned or leased by City and in use at the WRF as of the Commencement Date by VRSD or City pursuant to this Agreement, all as set forth in Exhibit C.

y. "WRF Safety Defects" means conditions of the WRF that VRSD identifies to City as conditions that are required to be remedied in order for VRSD to perform the Services in compliance with the requirements of the Occupational Health and Safety and Health Act of 1970, 29 U.S.C. 15, and the corresponding federal regulations thereto.

z. [intentionally left blank]

ARTICLE 2: RETENTION OF VRSD

a. VRSD shall provide Services to City on the conditions hereinafter set forth. City's Public Works Director shall administer this Agreement for City. It is expressly understood that the relationship between City and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of City.

b. VRSD shall assign a Chief Plant Operator who shall be the primary liaison to City to work directly with City's Public Works Director in connection with Services to be performed under this Agreement. Such assignment shall be made by written notice to City.

c. VRSD accepts the relationship of trust and confidence established between VRSD and City by this Agreement. VRSD agrees to furnish efficient business administration, personnel services, and superintendence and to use its best efforts to perform the Services in the most expeditious and economical manner consistent with the public interest and in full compliance with Applicable Laws, Plans, Policies, and Regulations and Good Industry Practices. VRSD shall provide the Services described in Article 3 and this Agreement within the limitations of an annual budget total approved by both Parties, unless amended by mutual consent of the Parties.

d. By executing this Agreement for interim WRF staffing, operation and maintenance, VRSD represents that VRSD has:

(i) Generally investigated and considered the scope of Services to be performed at the WRF.

(ii) Generally considered how the Services should be performed.

(iii) Generally understands the Facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

e. For work in Exhibit B Scope of Services, VRSD warrants that VRSD has or will investigate the entire WRF and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should VRSD discover any latent or unknown conditions that may materially affect the performance of the Services, VRSD will immediately inform City of such fact and will not proceed except at VRSD's own risk until written instructions are received from City. In cases that may involve latent or unknown conditions and where VRSD informs the City of such conditions and is waiting for written instructions from the City on how, if at all, to proceed, VRSD shall not be liable for any damages, harm to the City's WRF that are caused by such latent or unknown conditions or caused by any delay in receiving the City's instructions to proceed, if at all, unless caused by VRSD.

f. The Parties acknowledge that City retains exclusive authority and budgetary discretion

relating to the funding of City WRF operation, including provision for acquiring, repairing, maintaining and replacing City's existing WRF Equipment, structures and Facilities and installation of new equipment, structures and facilities or Capital Improvements.

ARTICLE 3: SCOPE OF SERVICES

3.1 VRSD agrees to provide the Services necessary for the management, operation, and maintenance of the following WRF Facilities or components, which shall include the following:

a. Influent lift station.
b. Primary screening.
c. Grit removal.
d. Influent equalization basins.
e. Fine screening.
f. Secondary biological nutrient removal (BNR) process.
g. Membrane separation process.
h. Ultraviolet disinfection process.
i. Aerobic sludge digestion.
j. Screw-type solids dewatering facilities.
k. Backup generator.
l. 14.2 acres of percolation basins for effluent disposal.
m. Operations building with laboratory, restroom, workshop, break room, and administrative offices located over the treatment basins.
n. Odor control.
o. Associated mechanical piping and appurtenances, electrical systems, instrumentation, and controls systems.

3.2 Services under this Agreement are further particularized and set forth in attached Exhibit B.

3.3 Performance Standards

a. Operations Standards. VRSD shall apply Good Industry Practices to operate the WRF within the following parameters as long as influent is deemed to be Acceptable Influent:

(i) Energy usage equal to or less than 5.650 kWh per million gallons of treated effluent between the hours of 6:00 PM and 6:00AM and 5.750 kWh per million gallons of treated effluent between the hours of 6:00 AM and 6:00 PM;

(ii) Treated effluent to meet all requirements from WDR and CDO (Exhibit A), except for chlorides (as detailed in Exhibit A at sections 17-25 on pgs. 7-12) or other parameters outside the control of VRSD;

(iii) No odors outside of the fence line of the facility, in addition to air quality requirements from the Ventura County Air Pollution Control District; and

(iv) No visible trash or debris on the WRF site within the fence line.

b. Design and Construction Standards. VRSD represents and warrants that all repair, and rehabilitation activities will conform to Good Industry Practices.

c. Vendor Warranties. VRSD shall obtain warranties from all vendors and contractors providing services, materials and/or equipment under terms and conditions no less than the standards in the applicable industry and shall provide copies thereof to the City. All such warranties held by VRSD shall be automatically, and without further action by the parties, deemed transferred to the City upon completion of the work and acceptance by the City. VRSD shall use commercially reasonable efforts to assist the City in satisfying all requirements, including but not limited to maintenance obligations, of said warranties so that they remain in full force and effect for the maximum duration of the warranty and are able to be transferred to the City.

d. Material Warranties. VRSD represents and warrants to the City that materials and equipment furnished for the Facility shall be of new and good quality, that the workmanship shall be free from defects and conform to Good Industry Practices, and that the Services shall conform to the requirements of this Agreement. That portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by the City and shall promptly be repaired by VRSD on demand from the City. VRSD's warranty shall exclude normal wear and tear under normal usage. If required by the City, VRSD shall furnish satisfactory evidence as to the kind and quality of materials and equipment used or installed. Such express warranty shall continue in effect until one (1) year after completion and acceptance by the City provided that the foregoing shall not limit VRSD's obligations pursuant to this Agreement and at law. Notwithstanding the foregoing, and such warranty granted herein shall be void to the extent any defect or deficiency that results or is caused by, directly or indirectly, the delivery to the Facility of Influent that is not Acceptable Influent as defined herein.

e. Defects. VRSD shall make any and all repairs or replacements resulting from defects in materials or workmanship (other than any such defects that are the result of or are caused by, directly or indirectly, the delivery to the Facility of influent that is not Acceptable Influent). VRSD shall indemnify, defend and hold the City and the City's employees and agents harmless from all claims, liabilities, losses, costs, expenses and damages arising from any such defects during such periods. VRSD shall make the repairs and replacements required of VRSD promptly upon receipt of written notification from the City. If VRSD fails to make such repairs and replacements promptly or in the case of an emergency where VRSD is not able to immediately make such repairs or replacement, the City may repair or replace the defective element of the Facility and VRSD shall reimburse the City for the cost thereof (together with an administrative fee of ten percent (10%) of the cost of the repairs or replacement work) within ten (10) days after written demand.

ARTICLE 4: AGREEMENT EFFECTIVE DATE AND TERMINATION

4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2022. The Agreement may be extended on a month-to-month basis upon

mutual consent of Parties. Parties may extend the Agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided.

4.2 Termination by City. City may terminate this Agreement in the event of a material default by VRSD in any of VRSD's obligations hereunder. For purposes of this Agreement, a material default shall be defined as VRSD's failure to perform any of the obligations contained in Article 3 or 7 herein or this Agreement. Such termination by City shall be effective only if the default remains uncured upon the expiration of sixty (60) days after VRSD's receipt of written notice from City specifying the default. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD from liability for such default. In case of termination of this Agreement by City for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default minus costs incurred by the City resulting from the material default. City may terminate this Agreement if City and VRSD cannot agree on an annual budget for any Fiscal Year during the term of this Agreement.

4.3 Termination By VRSD. VRSD may terminate this Agreement in the event of a material default by City in any of City's Responsibilities hereunder or if cannot fulfill the terms and conditions of Section 7.2.a. For purposes of this Agreement, a material default shall be defined as City's failure to perform any of the obligations contained in Article 6 or this Agreement. Such termination by VRSD shall be effective only if the default remains uncured upon the expiration of sixty (60) days after City's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of City shall not relieve City from liability for such default.

ARTICLE 5: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

5.1 Operational Costs. City shall pay to VRSD the entire cost of performing the Services within the Base Monthly Fee which shall not exceed $240,000 a quarter (*i.e.*, 13 weeks), unless amended and agreed to by the City. VRSD's rate schedules are attached as Exhibits D and E, and subject to adjustment annually. City shall be billed only for costs incurred, which may include, from time to time, the mutually agreeable cost of subcontractors needed for the operation and maintenance of the WRF. City shall not be billed for costs exceeding the total budgeted amount, except for the subcontractor situation noted above, and VRSD shall not be obligated to perform work that would exceed the total budgeted amount without amendment of the jointly adopted budget specified in City's approved budget. A budget shall be adopted by both Parties following annual review and consultation and each succeeding budget total shall become a part of this Agreement. For the purpose of this Agreement, the entire cost to City for VRSD Services shall include:

a. For personnel services, the VRSD billing rate associated with the classification of each individual performing a Service or Services, as shown in the jointly adopted budget and associated billing rate schedule for each effected fiscal year.

b. For services and supplies, the actual cost of the materials and services purchased, to which overhead has been applied and included in the jointly adopted budget. The overhead amount may be reviewed and adjusted for each successive Fiscal Year this Agreement is in effect. VRSD shall, pursuant to its own procedures, practices, and regulations, arrange for the purchase of and payment for all service and supply items.

c. For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in the jointly adopted budget and associated billing rate schedule.

5.2 Compensation for Services

a. On or before the tenth (10th) day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), VRSD shall mail to City a bill setting forth the fees for such prior month based on approved work and materials. Payment is due thirty (30) days after the invoice date, City shall present payment to VRSD for full amount of such undisputed fees.

b. If City disputes any amount billed by VRSD in any billing statement, City shall nonetheless pay the undisputed amount and shall mail to VRSD detailed written objection within twenty (20) days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to City for its objection to or disagreement with such amount. If City and VRSD are not able to resolve such dispute within twenty (20) days after City's objection, either party may pursue legal remedies in accordance with the dispute resolution procedures in this Agreement.

c. If payment in full of any undisputed bill rendered by VRSD is not made as required, the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. VRSD shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any undisputed and unpaid balance hereunder. City may, at its option, pay all or any portion of a bill under written protest and bring action to recover same.

d. City may order changes in the Services within the general scope of this Agreement, consisting of additions, deletions or other revisions, and the contract price will be adjusted accordingly. All such changes must be authorized in writing, executed by VRSD and City. The cost or credit to City resulting from changes in the Services will be determined in accordance with written agreement between the Parties.

e. City and VRSD acknowledge and agree that VRSD may bill the costs of any subcontractor mutually agreed to by the Parties needed to help VRSD with WRF operation or maintenance services to the City for payment in accordance with 5.2.a. above.

5.3 Existing Fixed Assets

All WRF Equipment, including, but not limited to, existing City fixed assets, rolling stock, inventory and supplies of and accessory to the WRF are and will remain the property of City. VRSD is acting solely as an agent on behalf of City in the acquisition, use, and disposition of fixed assets, rolling stock, inventory and supplies of and accessory to the WRF. VRSD shall not enter into contracts or purchase orders for acquisition or disposal of WRF Equipment or City fixed assets without prior approval of City.

5.4 Record-Keeping and Records

VRSD shall maintain all accounting and record keeping in conformance with generally accepted accounting principles and all applicable laws and regulations.

5.5 Examination of Records

The Parties agree that the Parties shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of the other party and of all the transactions relating to this Agreement.

5.6 Prevailing Wages

a. VRSD is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). VRSD agrees to fully comply with such Prevailing Wage Laws. VRSD shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon VRSD and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Sections 1777.5 and 1777.6), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, VRSD and all subconsultants performing such Services must be registered with the Department of Industrial Relations. VRSD shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be VRSD's sole responsibility to comply with

all applicable registration and labor compliance requirements.

ARTICLE 6: CITY'S RESPONSIBILITIES

6.1 Documentation. Prior to commencement of this Agreement and throughout the term of this Agreement, City shall provide VRSD, without charge, all information available to and in possession of the City regarding any work performed by City or others in connection with the WRF, including but not limited to: pertinent maps, diagrams, reports, samples, test results, plans and specifications, necessary legal and regulatory information, etc., which is required in connection with the performance of Services under this Agreement.

6.2 Equipment. City shall provide to VRSD, for VRSD's sole and exclusive use, a list of all WRF Equipment. Within 120 days after the Commencement Date, VRSD shall complete a list of all WRF Equipment which shall be attached as Exhibit F and submit as copy to City. Unless otherwise provided in this Agreement, City shall, during the Term of this Agreement, be solely responsible for the cost of replacing the City's WRF Equipment as reasonably determined by VRSD to be necessary for the operation of the WRF except to the extent caused by the negligence or willful misconduct of VRSD. Notwithstanding any other provision in this Agreement, VRSD shall not be liable for any WRF Equipment failure, malfunction or breakdown that occurs during the 120 day time period needed for VRSD to complete its WRF Equipment list.

6.3 Permits and Licenses. City shall, at its sole cost and expense a obtain and maintain all Permits required to operate the WRF, including but not limited to those listed in Exhibit E. Notwithstanding the foregoing to the contrary, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary Permits and certifications VRSD requires in order to perform the Services.

6.4 Capital Improvements. City shall, at its sole cost and expense, be responsible for any and any all Capital Improvements expenditures to the WRF for compliance with Applicable Laws, Plans, Policies and Regulations and within Design Parameters. VRSD shall submit, for City's approval, Capital Improvement expenditures prior to incurring any such expense. Each request for approval will identify the reason and estimated costs for the expenditure. Notwithstanding anything to the contrary in this Section 6, VRSD shall have the right, in emergency situations, to authorize the expenditure of monies for Capital Improvements where the failure to do so would have an adverse effect, as determined by VRSD, on the WRF Facilities or the City WRF Equipment. In such an emergency situation, VRSD shall contact the City immediately. VRSD shall participate in the City's annual budgeting process and, based on industry standards and their experience operating wastewater facilities, will make a good faith effort to identify and assist in budgeting for Capital Improvements to be performed by the City. VRSD may be directed by the City to perform Capital Improvements, as mutually agreed upon. This out of scope cost will be based on actual equipment, material, subcontractor costs, VRSD standard hourly rates (per Exhibit E), and maximum 15% administrative fees assigned to materials, equipment, outside professional services (other than those provided by VRSD), and other direct costs which shall include, but not be limited to additional insurance, consultant costs, and subcontractor costs.

6.5 Representations. City hereby represents and warrants to VRSD as follows:

a. City is a municipal corporation duly created and existing pursuant to the laws of the State of California. City has the requisite power and authority to enter into this Agreement.

b. As of the Commencement Date, City will have obtained all requisite approvals for the budgeting of the payment for the VRSD operational costs and compensation for Services for the first year of the Term, with an allocation and established line-item for the collective VRSD Service Fee to be paid to VRSD for the remainder of the Term.

c. City has the legal capacity and authority to assess rates for the supply of wastewater services to customers of the Facilities.

d. City has enacted, or will have enacted by the Commencement Date, all municipal laws, ordinances, or regulations necessary for the performance of this Agreement. City shall establish rates and fees for sewer services, which such rates and fees shall be sufficient to ensure compensation to VRSD for the Services to be performed hereunder and to maintain the WRF in good working order to comply with Applicable Laws, Plans, Policies, and Regulations.

e. By executing this Agreement, City represents to VRSD that the City's WRF is generally in good condition and compliant with Applicable Laws, Plans, Policies, and Regulations for the operation of these systems. Parties further acknowledge and agree that the WRF's condition and compliance with Applicable Laws, Plans, Policies, and Regulations is subject to Los Angeles Regional Water Quality Control Board Cease and Desist Order No. R4-2018-0023 and pending variances from the Ventura County Air Pollution Control District Hearing Board.

ARTICLE 7: INSURANCE

7.1 VRSD, at its sole discretion, shall determine the method to be used in the management of its risk associated with providing Services to the WRF. VRSD shall have the right to self-insure or provide coverage through the California Sanitation Risk Management Authority or similar insurance carrier or a combination of both self-insurance or insurance company so long as it provides certificates of insurance to City in amounts not less than those specified below:

a. Workers' Compensation and Employer's Liability in accordance with applicable laws or $4,000,000 coverage limit.

b. General & Automobile Liability with combined single limit of $5,000,000 for bodily injury, death or property damage.

c. Professional Liability with a coverage limit of $1,000,000.

7.2 a. If City requires VRSD to have Pollution Liability coverage of any specified amount on a per claim or occurrence basis, City shall inform VRSD in writing of this requirement within 60 days of the Commencement of this Agreement. If City requires such insurance coverage from VRSD, City agrees to indemnify, defend and hold harmless VRSD, its officials, officers, agents, representatives, consultants, contractors, directors, and employees from any and all pollution

related claims, losses, damages, actions, enforcement actions, regulatory actions or lawsuits from the Commencement of this Agreement until such time as VRSD may obtain such City-required insurance coverage, but in no event shall this indemnification, defense and hold harmless period exceed 180 days from the Commencement date. This provision shall be in addition to section 8.1.b. below and shall not be construed otherwise.

b. VRSD may include the cost of securing and maintaining all insurance coverages set forth in Sections 7.1, 7.2.a. and 7.4 in its monthly billing to the City for payment of Operational Costs and Compensation for Services in Article 5. Such insurance costs shall be in addition to VRSD's Operational Costs. And City agrees to pay such insurance costs in accordance with its payment obligations in Article 5.

7.3 VRSD may retain risks of accidental loss which occur with predictable frequency and will not have serious adverse effect on VRSD's fiscal position. When insurance is purchased, Certificates of Insurance evidencing coverage shall be provided by VRSD prior to commencement of work under this Agreement and VRSD shall maintain insurance acceptable to the City for the duration of the Agreement. These certificates shall name City and its officers, officials, employees, agents, volunteers as Additional Insureds and contain a provision that coverage afforded under the policies will not be canceled until at least 30 days' prior written notice has been given to City. Coverage provided by VRSD shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. If applicable, VRSD shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

7.4 Professional liability coverage will be on an occurrence basis.

ARTICLE 8: HOLD HARMLESS & INDEMNIFICATION

8.1 a. By VRSD: VRSD shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors and their respective agents, servants, directors, officers and employees, for, from and against any and all Damage or Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plans, Policies and Regulations (b) any act, error or omission of VRSD (or its employees, agents or contractors engaged directly by VRSD) in connection with or respect to the performance of the VRSD Services or the performance of any of its obligations hereunder; (c) VRSD's release, transportation, migration, generation, treatment, processing, storage, use, discharge or disposal of any Hazardous Materials (collectively, "Discharge") in, on or under, the WRF Facilities, or the condition of any existing Hazardous Materials made worse, in each case by VRSD; (d) the breach by VRSD of any other obligation hereunder including the breach by VRSD of any warranties or representations made or given in, or pursuant to, or in connection with this

Agreement; (e) any claim that the VRSD Services constitute an infringement on rights claimed by third parties; (f) employees, subcontractors, or agents filing of an employment and/or workers' compensation claim; or (g) any execution, lien, levy, garnishment or other claim made or filed by a third party, whether or not arising from the VRSD Services, against a the City, City indemnitee or the Facilities except such Claim caused by the sole negligence or willful misconduct of the City. VRS agrees to defend, at its sole cost and expense, the City in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. VRSD shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of the City, such consent not to be unreasonably withheld or delayed. The City shall reasonably cooperate in the defense as VRSD may request. The City shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

b. By the City: The City shall indemnify, defend and hold harmless VRSD, its agents, servants, directors, officers and employees, for, from and against any and all Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plan, Policies and Regulations, resulting or arising, directly or indirectly, from: (b) any act, error or omission of the City (or its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors (other than VRSD) engaged directly by the City) in connection with or respect to the performance of any of its responsibilities and obligations hereunder; (c) the breach by the City of any warranties or representations made or given in, or pursuant to, or in connection with the Agreement; (d) the breach by the City of any other obligation hereunder; or (e) any Discharge of any Hazardous Materials in, on or under, the Facilities, or the condition of any existing Hazardous Materials made worse, in each case by the City. The City agrees to defend, at its sole cost and expense, VRSD in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. The City shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of VRSD, such consent not to be unreasonably withheld or delayed. VRSD shall reasonably cooperate in the defense as the City may request. VRSD shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

8.3 Comparative Negligence. If both VRSD and the City are found by an independent fact finder to be negligent, and the negligence of both is the proximate cause of such claim for Damages, then, in that event, each party shall be responsible for the portion of the liability equal to such party's comparative share of the total negligence subject, however, to any comparative fault laws of the governing jurisdiction to the contrary.

8.4 Qualifications; Limitation of Liability. Except as set forth above, a party's liability for indemnity under this Agreement shall not be limited in any way by any restriction on the amount or types of Damages (including, by way of illustration only, compensation or benefits payable by or for such party or its subcontractors under any worker's compensation laws or by any limits of any insurance required to be maintained hereunder) and such limitations are hereby waived. This

indemnity shall apply without regard to whether a public or private claimant asserts a Damage and whether in an investigative, judicial or administrative proceeding, civil or criminal.

8.5 Parties understand and agree that the foregoing provisions regarding mutual indemnification will survive termination of this Agreement.

ARTICLE 9: MODIFICATION OF TERMS AND ENTIRE AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

ARTICLE 10: ASSIGNMENT

Neither party shall assign nor transfer its interest in this Agreement without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

ARTICLE 11: ARTICLE HEADINGS/CAPTIONS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY/SEVERABILITY

If any term, covenant, condition, or provision of this contract is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: COUNTERPARTS

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

ARTICLE 14: NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and shall not confer upon any other person, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

ARTICLE 15: UNCONTROLLABLE CIRCUMSTANCES

15.1 Relief from Obligations. Except as expressly provided under the terms of this Agreement, neither party shall be liable to the other for any loss, damage, delay, default or failure

to perform any obligation to the extent it results from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but no other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances. City shall pay the VRSD operational costs and compensation for Services during the continuance of any Uncontrollable Circumstance, adjusted to account for any cost reductions achieved through VRSD mitigation measures required by subsection (B) of this Section, as well as for any cost increases or monies previously accrued to which VRSD is entitled under this Section.

15.2 Notice. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone or facsimile, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (a) the Uncontrollable Circumstance and the cause thereof (to the extent known); and (b) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected.

15.3 Mitigation. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide the other party with a description of: (a) the amount, if any, by which the VRSD operational costs and compensation for Services is proposed to be adjusted as a result of such Uncontrollable Circumstance; (b) any areas where costs might be reduced and the approximate amount of such cost reductions; and (c) its estimated impact on the other obligations of such party under this Agreement. The affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

ARTICLE 16: NOTICES

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage paid mail addressed as follows:

To City:

CITY OF SANTA PAULA
P.O. Box 569

Santa Paula, CA 93061
Attn: Clete Saunier, Public Works Director

To VRSD:

VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704
Attn: Chris Theisen, General Manager

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 17: NO WAIVER

No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive either Party of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 18: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that venue for any litigation arising from this agreement shall be County of Ventura Superior Court.

ARTICLE 19: DISPUTE RESOLUTION

The Parties shall endeavor to resolve all claims and disputes in a timely fashion and in good faith though direct discussions by the Parties and their respective representatives who shall possess the authority to resolve such disputes.

Claims, disputes, or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as a condition precedent to any binding dispute resolution or settlement. The parties shall select one (1) mutually agreeable disinterested third party ("Mediator") with expertise in the development and construction of similar projects, and the Parties and the Mediator shall agree upon the dates, times, locations, and manner of proceeding with such process. The Parties shall share the Mediator's fee and any filing fees equally. The mediation shall be held in the County of Ventura, unless another location is mutually agreed upon.

Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon. Any litigation or other dispute resolution proceedings arising from or related to performance of this Agreement shall be filed and adjudicated in Ventura County,

California.

ARTICLE 20: SUBCONTRACTORS

VRSD shall not subcontract any portion of the work 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.

[Signature Page to Follow]

SIGNATURE PAGE FOR AGREEMENT FOR WATER & WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

VENTURA REGIONAL SANITATION DISTRICT

By Jim Friedman (Apr 15, 2021 10:06 PDT)
Jim Friedman, Chairman of the Board of Directors

APPROVED AS TO FORM: ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL, LLP

By Robert N. Kwong (Apr 15, 2021 10:07 PDT)
Robert N. Kwong
Legal Counsel for DISTRICT

CITY OF SANTA PAULA

By

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

APPROVED AS TO FORM BEST, BEST & KRIEGER

By
John Cotti
City Attorney

List of Exhibits:

A. WDR/CDO
B. Scope of Services
C. WRF Design Parameters
D. VRSD Hourly Billable Rates FY 2021 and FY 2022
E. VRSD Water & Wastewater ISF Equipment and Charges FY 2021

California Water Boards

Edmund G. Brown Jr.
Governor

Matthew Rodriquez
Secretary for
Environmental Protection

Los Angeles Regional Water Quality Control Board

February 15, 2018

Michael Rock, City Manager
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93061

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CLAIM NO. 7017 1450 0002 1559 0539

WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2018-0022 AND CEASE AND DESIST ORDER NO. R4-2018-0023 FOR SANTA PAULA WATER RECYCLING FACILITY (SPWRF) – CITY OF SANTA PAULA (FILE NO. 06-189, CI NO. 9259, GLOBAL ID WDR100000849)

Dear Mr. Rock:

Our letter of February 5, 2018, transmitted the second revised tentative Waste Discharge Requirements and Cease and Desist Order (WDRs/CDO) for the Santa Paula Water Recycling Facility – the City of Santa Paula.

Pursuant to Division 7 of the California Water Code, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) at a public meeting held on February 8, 2018, reviewed the second revised tentative WDRs/CDO, considered all factors in the case, and adopted WDRs Order No. R4-2018-0022 and CDO No. R4-2018-0023 (copies enclosed) relative to this discharge. The adopted WDRs/CDO will be posted on the Regional Board's website at:

http://www.waterboards.ca.gov/losangeles/board_decisions/adopted_orders/

The City of Santa Paula shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under the WDRs/CDO, including groundwater monitoring data, discharge location data, and searchable Portable Document Format of monitoring reports to the State Water Resources Control Board GeoTracker database under Global ID WDR100000849.

If you have any questions, please contact the Project Manager, Dr. Don Tsai at (213) 620-2264 (Don.Tsai@waterboards.ca.gov), or me at (213) 576-6683 (Eric.Wu@waterboards.ca.gov).

Sincerely,

Eric Wu, Ph.D., P.E.
Chief of Groundwater Permitting Unit

Enclosures:

1. Waste Discharge Requirements Order No. R4-2018-0022
2. Attachments A to E
3. Cease and Desist Order No. R4-2018-0023

cc (via email):

Mr. John Ilasin – City of Santa Paula
Mr. Jim Kuykendall – Stantec
Ms. Ashli Desai – Larry Walker Associates
Ms. Stephanie Medina, Heal the Bay
Mr. William C. Stratton, County of Ventura Environmental Health Division
Mr. Jeff Pratt, Ventura County Public Works Agency
Mr. Chris Theisen, Ventura Regional Sanitation District
Mr. Mauricio E. Guardado, United Water Conservation District
Department of Fish and Game, Region 5
Ventura County Waterworks District 16
Mr. Donald Westerdale
Mr. David Lippert
Mr. Norman Bigott
Ms. Kate Neiswender
Ms. Katherine Malzacher
Dr. Edo McGowan
Mr. David W. Rowlands, City of Fillmore

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

320 West 4th Street, Suite 200, Los Angeles, California 90013
(213) 576-6600 • Fax (213) 576-6640
http://www.waterboards.ca.gov/losangeles/

ORDER NO. R4-2018-0022
FILE NO. 06-189
CI NO. 9259

WASTE DISCHARGE REQUIREMENTS FOR CITY OF SANTA PAULA (SANTA PAULA WATER RECYCLING FACILITY)

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) finds:

PURPOSE OF ORDER

1. The City of Santa Paula (City or Discharger) is the owner of the Santa Paula Water Recycling Facility (SPWRF), a Publicly-Owned Treatment Works (POTW), located at 920 Corporation Street in Santa Paula, California (Figure 1). The SPWRF, currently operated by American Water, discharges tertiary-treated wastewater to groundwater via three percolation ponds adjacent to the facility.

2. The City was previously regulated under Waste Discharge Requirements (WDRs) contained in Order No. R4-2007-0028, adopted by this Regional Board on May 3, 2007. The Regional Board amended Order No. R4-2007-0028 three times as follows:

   A. Order No. R4-2010-0074, adopted by this Regional Board on May 6, 2010, required that effluent discharged to percolations ponds shall not exceed 2.6 million gallons per day (MGD).

   B. Order No. R4-2007-0028-R02, adopted by this Regional Board on February 2, 2012, incorporated pretreatment program requirements and corresponding monitoring requirements.

   C. Order No. R4-2007-0028-R03, adopted by this Regional Board on April 6, 2017, extended the expiration date of Order No. R4-2007-0028 from May 3, 2010 to December 15, 2017 or upon future issuance of new or revised WDRs.

   D. Order No. R4-2007-0028-R04, adopted by this Regional Board on December 21, 2017, extended the expiration date of Order No. R4-2007-0028 from December 15, 2017 to March 31, 2018 or upon future issuance of new or revised WDRs.

3. On October 1, 2015, the Regional Board directed the City to submit a Report of Waste Discharge (ROWD) for application of renewal of the City's WDRs to discharge treated wastewater from the SPWRF to the percolation pond. On December 5, 2015, the City filed its ROWD for the SPWRF.

4. To verify the information provided in the ROWD, Regional Board staff conducted inspections of the SPWRF on December 8, 2015 and December 28, 2016, including the wastewater treatment processes, percolation ponds, and groundwater monitoring wells.

5. The purpose of this Order is to renew WDRs for the City's SPWRF. This Order includes updates to effluent limitations, groundwater limitations, and Monitoring and Reporting Program (MRP) CI No. 9259 to ensure that the City's discharge of waste complies with water quality objectives set forth in the *Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties* (Basin Plan) and is protective of beneficial uses.

BACKGROUND

6. Before 2010, the City's wastewater was treated at the Santa Paula Wastewater Reclamation Plant (Plant), which discharged the treated wastewater to the Santa Clara River. That discharge was regulated by a National Pollutant Discharge Elimination System (NPDES) permit. Due to the age of the Plant, which was built in 1939, the City was unable to comply with the effluent limitations for biological oxygen demand (BOD), total suspended solids (TSS), turbidity, bacteria, residual chlorine, nitrate-nitrite, sulfate, and toxicity, as set forth in its NPDES permit. More than 3,000 violations at the Plant lead the Regional Board to engage in settlement discussions with the City, resulting in a Stipulated Consent Judgment and Final Order in 2007. The City chose to build a new treatment plant, the SPWRF, to discharge to groundwater through percolation ponds. The City was required to complete construction of the new SPWRF by September 15, 2010 and be in full compliance with WDRs set forth in Order No. R4-2007-0028 by December 15, 2010.

7. Construction of the SPWRF began in July 2008 and was completed in December 2009. The SPWRF began accepting partial flow in April 2010 and then accepted all flow from the City in May 2010. The Plant built in 1939 was thereafter decommissioned.

8. According to the United States Census Bureau, approximately 19% of the population in the City have income levels below the poverty line, and approximately 25% of area in the City is categorized as a disadvantage community (less than 80% of the State's median household income) or a severely disadvantaged community (less than 60% of the State's median household income). The average sewer fee assessed for a single family was about $88, based on the City's *2014 Water and Sewer Rate Study Results.*

9. Drinking water supplied to the City is produced from deep wells including Well 1-B, Well 11, Well 12, Well 13, and Well 14, which are owned and operated by the Water Division of the City and produce up to 10.6 MGD. Water produced at all five wells between 2010 and 2016 complied with all primary state and federal drinking water standards. Table 1 summarizes drinking water test results for total dissolved solids (TDS), sulfate, chloride, and boron from the City's 2010-2016 Annual Water Quality Reports, as compared to the groundwater quality objectives (GQOs) set forth in the Basin Plan.

Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)

Period	TDS	Sulfate	Chloride	Boron
2010	941	440	43	0.53
2011	918	428	41	0.54

Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)				
Period	TDS	Sulfate	Chloride	Boron
2012	964	442	42	0.52
2013	693	208	47	0.52
2014	975	420	42	0.54
2015	941	405	44	0.47
2016	981	440	48	0.55
GQOs	2000	800	110	1.0

CURRENT FACILITY AND TREATMENT PROCESS DESCRIPTION

10. SPWRF and Vicinity

A. The SPWRF (34° 19' 56.3" N, 119° 04' 57.2" W) is sited on a 50-acre parcel along Calpipe Road and Todd Lane in Santa Paula, California (Figure 1). The SPWRF is approximately 1,200 feet southeast of Highway 126, approximately 1,000 southwest of Shell Road, and approximately 1,300 feet northwest of the Santa Clara River.

B. The SPWRF is located over the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4) (Figure 2).

11. SPWRF Treatment

A. The SPWRF treats wastewater generated within the City and is designed for a flow of 4.2 MGD. Based on the discharge records between July 2010 and June 2017, the monthly average effluent discharged from the SPWRF ranged between 1.36 and 2.44 MGD, with an average of 1.86 MGD.

B. The wastewater treatment process at the SPWRF (See Figure 3 for process flow schematic) consists of preliminary treatment (coarse and fine mechanical screening and grit removal at the Influent Lift Station), flow equalization (two flow equalization tanks), secondary treatment (three aeration tanks with nitrification and denitrification activated sludge), tertiary treatment (six biomembrane reactors, providing further carbonaceous oxidation, nitrification/denitrification and solids removal to meet the limits of the WDRs), and disinfection (UV). Treated and disinfected effluent is discharged to three percolation ponds (Figure 4). The returned activated sludge is treated at two of three aerobic digesters (one aerobic digester is for backup) after being thickened at two thickeners. The solids generated at the aerobic digesters receive final dewatering at the screw dewatering press. Final solids meeting the United States Environmental Protection agency (USEPA) Class B reuse standards are sent to the Ventura County Regional Bio-Solids facility.

C. The SPWRF was not designed to remove chloride. Since the SPWRF has no ability to remove chloride, chloride is passed through to the effluent and then groundwater via discharges to the percolation pond.

D. The City owns and operates the sewer collection system, which conveys domestic, commercial, and industrial wastewater to the SPWRF. Two industrial users within the City are Aurora Casting (metal foundry) and Saticoy Lemon (lemon packing house). The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of the sewer collection system. The City has been implementing an industrial wastewater Pretreatment Program for the SPWRF, which has been approved by the USEPA and the Regional Board.

E. Percolation Ponds

i. The three percolation ponds were built on approximately 34 acres of agriculture land (Figure 4) and are located along Todd Lane in the Santa Clara-Santa Paula Groundwater Basin area.

ii. The Regional Board classified the discharge to the percolation pond as a discharge of treated wastewater to land that is subject to WDRs.

iii. A hydrologic model completed by the City in 2008 indicated that the percolation pond have a maximum discharge capacity of 2.6 MGD during wet years. Therefore, the allowable discharge of the SPWRF was reduced from 8 MGD to 2.6 MGD in Order No. R4-2010-0074 (amending Order No. R4-2007-0028).

GROUNDWATER DEPTH AND MONITORING WELLS

12. Depth to groundwater within the shallow aquifer at the site ranges from approximately 15 to 49 feet below ground surface. Groundwater gradients generally appear to parallel the ground surface, gently sloping downward to the southwest. During wet years, groundwater may rise to within 10 to 11 feet below ground surface in the area along the Santa Clara River.

13. The City owns and currently samples eight (8) groundwater monitoring wells, including MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8 (shown on Figure 4). Per Section IV.C.3 of the Monitoring and Reporting Program (MRP) (Attachment E), the City will be proposing a modified groundwater monitoring network. Upon approval by the Executive Officer, the modified groundwater monitoring network will be used to determine compliance with the groundwater limitations in this Order, demonstrate that the discharge via percolation ponds does not cause mounding of groundwater, and to generally monitor the change of groundwater quality to ensure that the discharge does not cause adverse impacts to groundwater.

COMPLIANCE HISTORY

14. Based on data collected from July 2010 to June 2017, the City had the following number of exceedances recorded in the effluent and groundwater at the SPWRF, which are identified in Table 2.

Table 2 – Number of Exceedances Recorded in Effluent and Groundwater

Pollutants	Effluent	Groundwater
Chloride	84	174
Di(2-ethyl)phthalate	1	--

Table 2 – Number of Exceedances Recorded in Effluent and Groundwater		
Pollutants	Effluent	Groundwater
Dioxin	1	---
Total nitrogen	1	---
Nitrate plus nitrite	---	1
Sulfate	---	1
chromium	---	5
Aluminum	---	10
Nickel	---	1
Boron	---	1

Multiple effluent and groundwater limitations were exceeded during the period between the 2nd quarter of 2010 and the 3rd quarter of 2011. Beginning with the 4th quarter of 2011, the City had met all effluent limitations except for chloride. As previously noted, the SPWRF was not designed to remove chloride. The monthly effluent chloride concentration ranged from 125 to 166 mg/L and continuously exceeded the effluent chloride monthly average of 110 mg/L. Table 3 summarizes the annual average chloride concentrations in the SPWRF effluent.

Table 3 – Annual Average Chloride Concentrations[1] (mg/L) in SPWRF Effluent	
2010	156
2011	153
2012	149
2013	155
2014	145
2015	134
2016	137
2017 (Jan – Jun)	141
Range[2]	144.4 ± 8.2

Table Notes:

[1] All data collected from grab samples.

[2] Data range is based on one standard deviation.

15. Table 4 summarizes the groundwater annual average chloride concentration before and after the SPWRF began discharging via the percolation pond. The annual average chloride groundwater concentration was 108 mg/L at the downgradient water supply Well AW03 prior to initiation of discharge at the percolation pond in 2010. After the SPWRF began discharging to the percolation pond, the annual average chloride groundwater concentration increased to 135 mg/L at Well AW03. Monitoring data from the upgradient groundwater monitoring Well MW-3 indicates an annual average chloride groundwater

concentration of 100 mg/L. This information suggests that the background groundwater chloride concentration was around 100 mg/L. Groundwater chloride concentrations at the downgradient groundwater monitoring Well MW-5 have been recorded between 135 and 155 mg/L, with an average of 142 mg/L. This data closely aligns with the SPWRF's effluent chloride concentration of approximately 144 mg/L (Table 3). The groundwater and effluent data indicate that the chloride discharges from the SPWRF have impacted, and continue to impact, the receiving groundwater quality in the vicinity of the SPWRF.

Table 4 – Annual Average Chloride Concentration[1] in Groundwater (mg/L)			
Period	Downgradient MW-5[2]	Downgradient 03N21W21G03S[3]	Upgradient MW-3[4]
Prior to Discharge from SPWRF			
2003	---	113	---
2004	---	111	---
2005	115	117	92
2006	114	112	88
2007	108	110	85
2008	87	100	78
2009	74	92	96
Range[5]	99.6 ± 16.3	107.9 ± 8.6	87.8 ± 6.1
After Discharge from SPWRF			
2010 (Jul – Dec)	145	138	93
2011	145	146	112
2012	153	135	87
2013	155	136	103
2014	135	129	116
2015	136	129	108
2016	135	134	103
2017 (Jan – Jun)	121	131	82
Range[5]	142.4 ± 17.6	134.0 ± 6.7	100.2 ± 15.2

Table Notes:

[1] All data collected from grab samples.

[2] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-5 with screen intervals of 42 to 62 feet, located approximately 50 feet downgradient from Percolation Pond 3.

[3] Water supply Well AW03 is owned and operated by a private entity. This well is located approximately 300 feet southwest of Well MW-5. The screen intervals of Well AW03 are from 80 to 120 below surface grade. Water produced at this well is used for agricultural irrigation only.

[4] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-3 with screen intervals of 25 to 45 feet, located approximately 1,800 feet upgradient from Percolation Pond 1.

[5] Data range is based on one standard deviation.

16. The Regional Board issued three Notices of Violation (NOVs) to the City, dated November 3, 2011, December 30, 2014, and March 20, 2017, for exceedances of the chloride effluent and groundwater limitations in Order No. R4-2007-0028. These NOVs required the City to implement corrective and preventative actions to bring the City's discharge to full compliance with the chloride effluent limitation and receiving water requirements specified in Order No. R4-2007-0028.

PLAN FOR CHLORIDE COMPLIANCE

17. The City's efforts to reduce the chloride concentration in the influent to the SPWRF are summarized below:

A. The City identified that the influent to the SPWRF contains brine with elevated chloride concentration from Self-Regenerating Water Softeners (SRWS). There are approximately 1,250 residential SRWS used in the City.

B. On September 5, 2006, the City established Ordinance No. 1160 prohibiting the installation or replacement of residential SRWS.

C. On June 22, 2015, the City adopted Resolution No. 6918 approving a SRWS Buyback and Incentive Program. This program offers a financial incentive to residents to voluntarily remove SRWS. A Kick-Off SRWS Buyback event was held on September 19, 2015. The removal of SRWS under this program began in October 2015. As of September 30, 2017, 255 of the approximately 1,250 SRWS have been removed. Table 5 summarizes the progress of SRWS removal by comparing the monthly average chloride concentration in the effluent compared to the accumulated number of SRWS removed. A reliable decreasing trend for chloride has not been observed in the effluent.

Table 5 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed

Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
April 2015	0	135
May 2015	0	134
June 2015	0	132
July 2015	0	136
August 2015	0	134
September 2015	0	129
October 2015	23	132
November 2015	46	133

Table 5 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed		
Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
December 2015	58	129
January 2016	74	146
February 2016	83	139
March 2016	96	138
April 2016	106	137
May 2016	115	138
June 2016	122	138
July 2016	125	134
August 2016	135	126
September 2016	158	133
October 2016	166	142
November 2016	196	140
December 2016	200	141
January 2017	220	146
February 2017	228	157
March 2017	233	143
April 2017	236	131
May 2017	243	134
June 2017	244	134
July 2017	247	129
August 2017	254	125
September 2017	255	129
Monthly Range[2]	---	136.4 ± 7.4

Table Notes:

[1] All data collected from grab samples.

[2] Data range is based on one standard deviation and results from data collected between October 2015 and September 2017.

18. To address the City's chloride exceedances in the effluent and groundwater, the Regional Board required the City to submit a Chloride Reduction Workplan. Board staff also met with the City on several occasions to discuss the City's chloride exceedances. A summary of these events are as follows:

A. On December 19, 2013 and May 11, 2015, the Regional Board met with the City to discuss its Chloride Reduction Workplan. The City's Chloride Reduction Workplan includes the following tasks:

i. Prohibit SRWS installations or replacements;

ii. Implement a SRWS Buyback Program;

iii. Implement a Recycled Water Program to reduce effluent discharged to the three percolation ponds; and

iv. Implement Supplemental Strategies, if needed, including advanced treatment (e.g. reverse osmosis) and disposal of brine.

B. On January 28, 2016, Regional Board staff discussed with the City the necessary actions to reduce the chloride concentration in the effluent, which included the SRWS Buyback Program. The City also proposed to explore application of recycled water at locations other than identified groundwater hot spots and to conduct groundwater impact investigation and remediation activities. The City was notified that detailed schedules and milestones were required for all actions.

C. On March 8, 2016 and September 14, 2016, the City met with Regional Board staff to provide an update of its SRWS Buyback Program efforts. The City noted that five City employees were deployed to conduct door-to-door visits to encourage participation in the SRWS Buyback Program among 7,500 dwellings within the City.

D. On October 31, 2016, the City met with Regional Board staff to provide an update on the following topics:

i. Status of implementing the chloride compliance strategy and potential for reduction of effluent discharged to the three percolation ponds via the City's Recycled Water Program;

ii. Assimilative capacities for chloride at different groundwater locations beneath the City based on the Salt and Nutrient Management Plan for the Lower Santa Clara River Basin; and

iii. Groundwater hot spots (i.e., chloride-impaired areas with no assimilative capacity for recycled water applications) in the City.

19. On July 9, 2015, the Regional Board adopted Resolution No. R15-007, an amendment to the Basin Plan that incorporated stakeholder-developed groundwater quality management plan for salts and nutrients in the Lower Santa Clara River groundwater basins. Groundwater quality management measures were developed by stakeholders as part of the Salt and Nutrient Management Plan (SNMP) for the Lower Santa Clara River Basins in Ventura County. Such plans are a requirement of the State Water Resources Control Board's (State Water Board) Recycled Water Policy and are intended to maintain high quality waters and to protect the beneficial uses of groundwater while promoting recycled water use throughout the state. The SNMP utilized a groundwater quality model that characterized the water quality in the Santa Paula Basin and examined the degree of impairment to water quality in the Basin. The model shows there is available assimilative

capacity for salts and nutrients, including chloride, in most areas of the Santa Paula Basin to allow for recycled water projects consistent with the Recycled Water Policy. As described below, the City is planning to recycle effluent that is currently discharged to the percolation pond.

20. The City developed and utilized a simple spreadsheet mixing model, the *Groundwater Chloride Transportation Model* (Chloride Model), to analyze the effect of future effluent discharges on groundwater over time at various distances from the percolation pond. The City's modelling assumed some degradation of groundwater with respect to chloride within a limited range of mixing zone radius below and adjacent to the SPWRF, measured from the boundaries of the percolation pond. This distance is the maximum allowable distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less in order to provide protection to groundwater beneficial uses at the first encountered water supply wells which are at 150 feet away from the percolation ponds. Groundwater within the mixing zone will exceed the chloride GQO of 110 mg/L. Mass-volume balance calculations along with Darcy's Law are used to account for travel in porous media. The Chloride Model simulates instantaneous and complete mixing of ambient groundwater with effluent seepage reaching the water table from the percolation pond using SPWRF data for flow and chloride effluent concentrations. It was conservatively assumed that any effluent discharge to the percolation pond would infiltrate into the underlying aquifer and not be diverted for other uses. Groundwater parameters within the spreadsheet model were selected based on recent monitoring reports in order to be representative of average conditions within the vicinity of the SPWRF. The Chloride Model assumes an initial volume of groundwater underlying the ponds possessing background chloride concentrations of 136 mg/L. The volume of the existing groundwater body is calculated as the product of the radius of interest (150-1200 feet), an assumed saturated thickness of potentially impacted groundwater (50 feet), and the porosity of the underlying sediments (assumed to be 0.2) based on the low end of published literature values for a sand and gravel mixture. Based on the regional groundwater quality data documented in the SNMP, regional groundwater inflow is assumed to have a chloride concentration of 91 mg/L.

    On December 14, 2016, Regional Board staff met with the City to discuss the results of the Chloride Model, which evaluated compliance with the groundwater quality objectives beneath and adjacent to the three percolation ponds, for various discharge scenarios. Based on Regional Board staff's comments, the City implemented additional discharge scenarios in the Chloride Model, which was discussed in meetings held on February 8, 2017, February 17, 2017, July 24, 2017, and August 7, 2017.

21. The Chloride Model simulated chloride concentrations in the receiving groundwater resulting from chloride mass loading reduction in the three percolation ponds. The Model predicted GQOs being achieved at 150 feet away from the percolation pond when the total mass of chloride in the effluent is significantly reduced. The initial mass of chloride is calculated based on the average chloride effluent concentration of 135 mg/L and the discharge rate of 2.2 MGD [95 percentile of monthly average effluent flows, resulting from data recorded between October 2015 (beginning of the SRWS Buyback Program) and June 2017], which results in 2,479 pounds total mass of chloride discharged per day. The reduction of chloride mass discharged to the percolation pond can be achieved by improving the effluent chloride concentration (e.g., source control or treatment), or diverting a significant amount of flow for recycled water uses, or a combination of both in order to protect water supply Wells AW01, AW02, and, AW03, approximately 150, 150, and 300 feet, respectively, away from

percolation ponds. Water produced from these wells is primarily for agricultural irrigation use.

To achieve the chloride GQO of 110 mg/L in groundwater at least 150 feet away from the percolation pond, the City provided various effluent chloride concentration and allowable flow combinations (Table 6). Based on the hydrology and hydrogeologic condition at the SPWRF percolation ponds area, the higher the concentration of chloride in the effluent, the less volume and mass can be discharged to percolation ponds to comply with the chloride GQO in the Basin Plan. For example, if the chloride concentration in the effluent is 135 mg/L, only 0.07 MGD, which is equivalent to 79 pounds of chloride per day, could be discharged to the percolation pond to achieve the chloride GQO of 110 mg/L at 150 feet away from the percolation pond. If the chloride concentration in the effluent is reduced to 120 mg/L, then more flow (0.2 MGD) can be discharged to the percolation pond and achieve the chloride GQO 150 feet away from the percolation pond.

Table 6 – Groundwater Chloride Transportation Model - Continuous Discharge

Chloride Effluent Concentration	Flow to Percolation Ponds (% of 2.2 MGD)	Allowable Effluent Mass Load to Groundwater (Daily)	Chloride Groundwater Concentration at 150 feet
135 mg/L	0.07 MGD (3.2%)	79 pounds (lbs)	110 mg/L
130 mg/L	0.1 MGD (4.5%)	108 lbs	110 mg/L
125 mg/L	0.13 MGD (5.9%)	135 lbs	110 mg/L
120 mg/L	0.2 MGD (9.1%)	200 lbs	110 mg/L
115 mg/L	0.4 MGD (18.2%)	384 lbs	110 mg/L

22. To achieve compliance with the chloride GQO in this Order and to conserve potable water, the City plans to reduce the volume of effluent, and thus a reduction of the chloride mass discharged to the percolation pond by providing recycled water for various local uses. The Regional Board has evaluated the planned recycle projects and has determined that they will be consistent with the State Water Board's Recycled Water Policy and will still preserve available assimilative capacity within the Santa Paula Basin consistent with the SNMP. The mass-based effluent limitation for chloride in this Order reflects the City's chosen compliance option. The groundwater limitations are based on the GQOs in the Basin Plan.

23. On December 22, 2015, the City submitted the Recycled Water Program Technical Report and Notice of Intent with the Title 22 Engineering Report to the State Water Board's Division of Drinking Water (DDW) for approval. DDW conditionally approved the Title 22 Engineering Report on August 19, 2016. On June 14, 2017, the Regional Board enrolled the City's recycled water program under separate *Water Reclamation Requirements for Recycled Water Use*, Order WQ 2016-0068-DDW, issued by the State Water Board on June 7, 2016.

24. In the City's report, *Chloride Load Reduction Milestones*, submitted to the Regional Board on March 14, 2017, the City included the construction of reverse osmosis treatment at the SPWRF as an option (under Supplemental Strategies), if needed, in order to comply with the chloride groundwater quality objective of 110 mg/L. The City will continue its source

control efforts to remove SRWSs and will first focus on recycling most of its effluent in order to bring the groundwater back into compliance with GQOs. Progress with these efforts will be assessed at Year 2022 and determination will be made as to whether advanced treatment will be required to meet the chloride GQO at Year 2027. If advanced treatment is required, effluent limits will be applied in a way to ensure protection of all beneficial uses, including salt-sensitive crops.

25. Due to the following reasons, the City cannot immediately comply with the chloride effluent and groundwater limitations prescribed in this Order: (1) elevated chloride concentrations in the influent, (2) the wastewater treatment process not currently designed to remove chloride out of the waste stream, and (3) time needed to construct recycled water pipelines to deliver recycled water to users. In addition, the current progress of the City's SRWS Buyback Program does not reliably ensure that the SPWRF will comply with the chloride effluent and groundwater limitations. Therefore, the Regional Board has determined that issuance of an accompanying CDO is appropriate and necessary to put the City on the path towards compliance with the effluent and groundwater limitations for chloride set forth in this Order. The CDO requires the City to comply with interim chloride effluent and groundwater limitations and implement actions pursuant to a prescribed time schedule. The CDO provides an option for the City to consider an alternative approach including a request to the Regional Board to consider a Basin Plan amendment for revision of the GQO based on studies on chloride and salt-sensitive agriculture and after formation of a stakeholder working group.

    By the end of the CDO schedule, there will be permitted degradation of groundwater with respect to chloride within a limited mixing zone radius downgradient and adjacent to the SPWRF percolation ponds, measured from the boundaries of the percolation pond to 150 feet. This distance is the shortest distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less. Groundwater within the 150-foot mixing zone will exceed the chloride GQO of 110 mg/L. Based on the available data, there are no water supply wells within the 150-foot mixing zone. The City can arrange for alternative water supplies for any well owners in the mixing zone, if any are discovered.

GLOBAL WARMING AND CLIMATE CHANGE

26. The observed century-scale rise in the average temperature of the Earth's surface, oceans, and atmosphere, commonly recognized as the Global Warming, has resulted in extreme climate change, such as the extreme drought and extremely heavy rainfall. In Southern California, the predicted impacts of climate change are numerous. Annual average temperatures are expected to increase, coupled with a higher frequency of extreme heat days. A likely consequence of this warmer climate will be more severe drought periods, leading to an increase in the amount and intensity of fires and a longer fire season. In addition, precipitation patterns are likely to be modified. A decrease in snowfall, combined with warmer temperatures, will induce a decrease in the amount and duration of snowpack, an essential source of freshwater to the region. The increasing occurrence of extreme precipitation events will amplify the risk of flooding, which recently happened in Southern California.

    These impacts will affect water quality in multiple ways, including changes in stream flow, aquatic habitats, surface water temperature, pollutant levels, sedimentation, algal growth, and salinity levels and acidification in coastal areas. For permitted facilities such as

Publically Owned Treatment Works (POTWs), specific impacts could include, but are not limited to, an increase in the concentration of pollutants entering the facility, an increase in the temperature of effluents and receiving waters, an increase in storm water inflow and infiltration, increase in flooding/inundation of facilities, sewer overflows, power outages, pump maintenance issues, and onsite or nearby hillside destabilization.

Executive Order B-30-15, issued on April 29, 2015, recognizing the challenges posed by climate change, directed state agencies to take climate change into account in their planning decisions, guided by the following principles: Priority should be given to actions that both build climate preparedness and reduce greenhouse gas emissions; where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts; actions should protect the state's most vulnerable populations; and natural infrastructure solutions should be prioritized.

This Order contains provisions to require planning and actions to address climate-related impacts that can cause or contribute to violations of this Order and/or degradation of waters of the state.

27. The SPWRF was designed to include protection from a 100-year storm event in the Santa Clara River. The SPWRF buildings and percolation ponds are located behind a dike that has an elevation above the elevation anticipated as the result of a 100-year storm event. The design documents and potential flood flow assessment is contained in files in the City's Building & Safety Department. The elevation of the dike at the SPWRF is 23 feet higher than the Santa Clara River located at approximately 1,300 feet southeast. This elevation separation provides additional protection from a possible flood overflow from the Santa Clara River caused by the climate change. It should also be noted that the SPWRF is located outside of the Santa Clara River floodway defined by the Federal Emergency Management Agency and the Ventura County Watershed Protection District. Lastly, the SPWRF is equipped with a backup generator that is capable of operating the SPWRF through power outages and other emergencies.

Climate change may also increase drought and related impacts such as reduced potable water supply and/or changing water supplies, which may be of less quality.

APPLICABLE LAWS, PLANS, POLICIES, AND REGULATIONS

28. This Order serves as WDRs pursuant to Division 7, Chapter 4, Article 4 of the California Water Code (commencing with section 13260). WDRs have been established because discharges from the SPWRF have the potential to affect the quality of the waters of the State, to impact the beneficial uses of those waters, and/or to cause a nuisance. The Regional Board developed the requirements of this Order based on information submitted as part of the application, through monitoring and reporting programs, and other available information.

29. Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan) - On June 13, 1994, the Regional Board adopted a comprehensive revision to the Basin Plan. The Basin Plan: (i) designates beneficial uses for surface and groundwater, (ii) establishes narrative and numeric water quality objectives that must be attained or maintained to protect the designated beneficial uses, and (iii) sets forth implementation programs to achieve those objectives for all waters addressed through the Basin Plan. The Basin Plan also incorporates State Water Board Resolution No. 68-16 (see finding below for detail). In addition, the Basin Plan

incorporates applicable State and Regional Board plans and policies and other pertinent water quality policies and regulations. The Basin Plan has been amended occasionally since 1994, including recent administrative updates. The requirements in this Order implement the Basin Plan.

30. Beneficial Uses - The SPWRF overlies the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4). The Basin Plan identifies beneficial uses for regional waters, including those based on State Water Board Resolution No. 88-63 ("Sources of Drinking Water Policy"), which established state policy that all surface and ground waters of the State, with certain exceptions, are considered suitable or potentially suitable for municipal or domestic water supply. Beneficial uses applicable to the receiving groundwater are as follows:

Table 7 – Basin Plan Beneficial Uses of Groundwater

Receiving Water	Beneficial Use(s)
Santa Clara-Santa Paula Groundwater (DWR Basin No. 4-4)	Existing: Municipal and domestic supply (MUN); industrial service supply (IND), industrial process supply (PROC), and agricultural supply (AGR).

31. Title 22, California Code of Regulations (CCR) - To protect sources of drinking water, the Basin Plan (Chapter 3) incorporates the primary and secondary maximum contaminant levels (MCLs) for inorganic, organic, and radioactive contaminants in drinking water as water quality objectives. These MCLs are codified in CCR, Title 22, Division 4. This incorporation by reference is prospective including future changes to the incorporated provisions as the changes take effect. The primary MCLs (see Attachments A-1 to A-6) are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. The Basin Plan also specifies that "Ground waters shall not contain taste or odor-producing substances in concentrations that cause nuisance or adversely affect beneficial uses." Therefore, the secondary MCLs, which are limits based on aesthetic, organoleptic standards, are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. These water quality objectives are implemented in this Order to protect the designated beneficial uses.

32. Domestic Water Quality – In compliance with California Water Code section 106.3, it is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet MCLs implemented by the Basin Plan that are designed to protect human health and ensure that water is safe for domestic use.

33. Impaired Water Bodies on Clean Water Act Section 303(d) List/Total Maximum Daily Loads (TMDLs) – The Santa Clara River is listed on the Clean Water Act Section 303(d) List as impaired by ammonia in Reach 3 and by nitrate plus nitrite in Reach 7. To address this impairment, the Regional Board established the Santa Clara River Nitrogen Compounds TMDL on August 7, 2003 by Regional Board Resolution No. 2003-011. The State Water Board approved the TMDL on November 19, 2003 (Resolution No. 2003-0073) and OAL approved it on February 27, 2004. The TMDL became effective upon approval of the U.S. Environmental Protection Agency on March 18, 2004. Concentration-based loads for

nitrogen compounds are allocated for nonpoint sources. The Discharger is subject to the following assigned load allocation for nonpoint sources:

Table 8 – Nonpoint Source Load Allocation for Santa Clara River Nitrogen Compounds TMDL	
Combined Ammonia, Nitrate, Nitrite (NH_3-N + NO_2-N + NO_3-N) Loads as Nitrogen	Monthly Average: 10 mg/L

34. California Water Code section 13263 requires that the Regional Board, when prescribing waste discharge requirements, take into consideration the factors in section 13241. The Regional Board has considered those factors in establishing the WDRs in this Order.

35. State Water Board Resolution No. 68-16, Antidegradation Policy – State Water Board Resolution No. 68-16 "Statement of Policy with Respect to Maintaining High Quality of Waters in California" (also called the "Antidegradation Policy") requires the Regional Board, in regulating the discharges of waste, to maintain high quality waters of the state unless it is demonstrated that any change in quality is consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality less than that described in the State Water Board's policies (e.g., quality that exceeds water quality objectives). Further, any activity that produces waste must meet waste discharge requirements that will result in the best practicable treatment or control (BPTC) of the discharge necessary to assure that (a) pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the State will be maintained.

Excepting chloride (discussed below), the SPWRF's discharge is high quality, tertiary-treated effluent meeting groundwater quality objectives in the Basin Plan and MCLs for drinking water. The Regional Board finds that the discharge, as allowed in this Order, is consistent with Resolution No. 68-16 since this Order: (1) requires compliance with the requirements set forth in this Order, including the use of best practicable treatment and control of the discharges, (2) requires implementation of a Monitoring and Reporting Program (MRP); and (3) requires that the discharges comply with effluent limits to meet water quality objectives. This Order establishes limitations and requirements that will not unreasonably threaten present and anticipated beneficial uses or result in receiving ground water quality that exceeds water quality objectives set forth in the Basin Plan. This means that where the stringency of the limitations for the same waste constituent differs according to beneficial use, the most stringent limit applies as the governing limitation for that waste constituent, unless otherwise justified. This Order contains tasks for assuring that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved.

The discharge of chloride authorized by this Order will cause some limited and localized groundwater degradation in the immediate vicinity of the SPWRF percolation ponds. Untreated discharges of chloride over the last 10 years have resulted in elevated concentrations of chloride in the effluent and groundwater. The groundwater quality objective for chloride is 110 mg/L and the average effluent chloride concentration in 2016 was 137 mg/L. To comply with the chloride groundwater limitations in this Order, which are based on the chloride groundwater quality objective, the City intends to implement recycled water projects to reduce flow to the percolation pond, and thus reduce the mass loading of chloride to the groundwater. This will greatly shrink the area of influence of the wastewater and largely restore the impaired groundwater zone adjacent and downgradient to the

percolation pond. However, implementation of recycled water projects in the Santa Paula area will take time to fully implement, which will result in continued localized degradation. While groundwater within the 150-foot mixing zone adjacent to the percolation ponds will exceed the chloride groundwater quality objective, this Order imposes limits on flow and chloride mass loading in the effluent to ensure receiving groundwater beneficial uses will be maintained and supported. Beneficial uses will be maintained as all wells utilized for crop irrigation will be located outside the mixing zone.

In order to more immediately reduce the chloride concentration in the effluent and groundwater to 110 mg/L at the percolation pond, the City would need to install a Reverse Osmosis (RO) system to treat all or a portion of the effluent. The Regional Board recognizes that reducing chloride concentrations in the effluent or in the groundwater by using RO can be costly. The current estimated cost for the City to install a RO system is $26.6 million with annual operating and maintenance costs of $1.6 million, including brine waste disposal. These costs would be passed on to the ratepayers, who already pay one of the highest sewer rates in the State. The City is also a small low-income community. The costs of RO treatment depends on the volume of effluent or groundwater to be treated in order to meet the groundwater quality objectives specified in the Basin Plan. Therefore, rather than install costly RO at this time, the requirements in this Order provide the City with the opportunity to first pursue recycling efforts and source reduction through the SRWS Buyback Program to meet groundwater quality objectives. If these efforts are deemed unsuccessful, the City may need to implement RO technology as an additional treatment mechanism in the future. Other basin-specific solutions can also be explored to minimize costs while restoring protection of beneficial uses.

Reference is also made to the Regional Board's past efforts to address chronic chloride exceedances in the Upper Santa Clara River, which utilized findings from studies on chloride and salt-sensitive agriculture. The first of the special studies, entitled "Literature Review and Evaluation (LRE)," was an evaluation of the appropriate chloride threshold for the reasonable protection of salt-sensitive agriculture. The LRE, which was completed in 2005, found that the best estimate of a chloride hazard concentration for avocado crops falls within the range of 100 to 117 mg/L. An independent technical advisory panel (TAP) reviewed the LRE and found a similar protective range of 100 to 117 mg/L. The TAP found that the upper end of the range is only protective if other factors such as quantity and timing of irrigation water and soil drainage are not limiting. An additional study completed in 2008, entitled "Compliance Averaging Period for Chloride Threshold Guidelines in Avocado," found that a 3-month averaging period of the LRE guidelines would be protective of avocados. The TAP co-chairs reviewed this study and agreed that a 3-month averaging period is appropriate. The Regional Board considered the LRE and TAP review of the LRE when developing site-specific water quality objectives (SSOs) for certain reaches of the Upper Santa Clara River to support the Alternative Water Resources Management (AWRM) approach proposed by the Santa Clarita Valley Sanitation District (SCVSD). The Regional Board found that the SSOs were consistent with antidegradation requirements, and subsequently established the SSOs on December 11, 2008 via Resolution No. R08-012. The Regional Board rescinded the SSOs in 2014 via Resolution R14-010 only after SCVSD decided to no longer pursue the AWRM approach.

Incorporating an approach that utilizes a recycled water approach and has limited groundwater degradation within the immediate vicinity of the percolation pond for chloride at levels that are above the groundwater quality objective is justified considering the socio-economic conditions of this small community that already has one of the highest sewage

rates in the state, and is consistent with State Water Board Resolution No. 68-16 in that the resulting water quality constitutes the highest water quality that is reasonable, considering all demands placed on the waters, economic and social considerations, and other public interest factors. Together, these factors are consistent with the maximum benefit to the people of the State.

36. California Water Code section 13267 authorizes the Regional Board to require the City to submit monitoring and technical reports as necessary to investigate the impact of a waste discharge on waters of the state. The monitoring and reporting requirements established in this Order are necessary to characterize the discharge, evaluate compliance with this Order, and evaluate groundwater quality and the extent of degradation, if any, caused by the discharge.

37. Publicly Owned Treatment Works (POTW) – The term POTW means a treatment works as defined by section 212 of the federal Clean Water Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment facility. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such treatment works. (40 C.F.R. section 403.3(q)). The SPWRF meets all of the above criteria and therefore is considered a POTW.

38. Pretreatment – The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of its sewer collection system. Pursuant to CCR, Title 23, section 2233 and Title 40, Code of Federal Regulations (C.F.R.), Part 403, the City has been implementing an approved industrial wastewater Pretreatment Program for the SPWRF since February 2012. The Regional Board finds it appropriate to require the City to continue to implement its approved Pretreatment Program.

39. Endangered Species Act Requirements - This Order does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code, §§ 2050 to 2097) or the Federal Endangered Species Act (16 U.S.C. §§ 1531 to 1544). This Order requires compliance with effluent limits, groundwater quality objectives, and other requirements to protect the beneficial uses of waters of the state. The Discharger is responsible for meeting all requirements of the applicable Endangered Species Act.

40. California Environmental Quality Act - This Order involves the renewal of WDRs for an existing facility. Therefore, this action to prescribe WDRs is exempt from the provisions of CEQA (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, Title 14, section 15301.

NOTIFICATION

41. The Regional Board has notified the Discharger and interested agencies and persons of its intent to prescribe WDRs for the discharge and has provided them with an opportunity to submit their written comments and recommendations.

42. The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.

43. Any person aggrieved by this action of the Regional Board may petition the State Water Board to review the action in accordance with California Water Code section 13320 and California Code of Regulations, title 23, section 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the Regional Board's action, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions will be provided upon request or may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality

IT IS HEREBY ORDERED that, in order to meet the provisions contained in Division 7 of the California Water Code (commencing with section 13000) and regulations adopted thereunder, the City of Santa Paula shall comply with the following requirements, including all attachments, in all operations and activities at the SPWRF:

I. INFLUENT LIMITATIONS AND REQUIREMENTS

Influent wastewater shall be limited to wastewater generated within the jurisdiction of the City.

II. EFFLUENT LIMITATIONS

A. Discharges from the SPWRF shall not exceed the maximum effluent volume of 4.2 MGD and the quarterly average effluent volume of 2.6 MGD.

B. Tertiary-treated effluent shall not exceed the effluent limits in Table 9 below.

Table 9 – Effluent Limits

Constituents	Units	Monthly Average	Daily Maximum
Oil and grease	mg/L	10[1]	15[1]
Total suspended solids	mg/L	10[1]	15[1]
	% removal	≥ 85[2]	---
$BOD_{5@20°C}$	mg/L	10[1]	15[1]
	% removal	≥ 85[2]	---
Ammonia-N + Nitrate-N + Nitrite-N	mg/L	10[3]	---
Nitrite-N	mg/L	1	
Total Dissolved Solids	mg/L	2,000[4]	---
Sulfate	mg/L	800[4]	---
Boron	mg/L	1.0[4]	---
Chloride	lbs/day	79[5]	---

Table Notes:

[1] Limit is based on best professional judgment. Limits adopted by this Regional Board exist

in the permits for tertiary-treated wastewater treatment plants.

[2] Limit is based on secondary treatment requirements, 40 C.F.R. section 133.102.

[3] Limit is based on the Load Allocations for nonpoint sources set forth in the Santa Clara River Nitrogen Compounds TMDL, Resolution No. 2003-011.

[4] Limit based on Basin Plan Groundwater Quality Objective.

[5] This mass-based effluent limit is derived from the City's Chloride Model and Chloride Load Reduction Milestones, which is based on an allowable flow to the percolation pond of 0.07 MGD and chloride effluent concentration at 135 mg/L in order to meet the chloride groundwater quality objective of 110 mg/L at 150 feet from the percolation pond.

C. The pH of effluent discharged shall at all times be within the range of 6.5 to 8.5. Excursion from this range shall not be considered a violation provided the duration is not more than 10 minutes in a 24-hour period, and pH shall at all times be within 6 to 9.

D. Effluent shall, at all times, be adequately disinfected and oxidized and shall meet the following effluent limitations:

1. the median concentration of total coliform bacteria shall not exceed a most probable number (MPN) of 23 per 100 milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed; and

2. the number of total coliform bacteria shall not exceed an MPN of 240 per 100 milliliters in more than one sample in any 30 day period.

Samples shall be collected at a time when wastewater flow and characteristics are most demanding (e.g., during peak flows) on treatment facilities and disinfection processes.

E. A filtered wastewater shall be an oxidized wastewater that has been passed through a membrane so that the turbidity of the filtered wastewater does not exceed any of the following:

1. An average of 2 Nephelometric Turbidity Units (NTU) within a 24-hour period;

2. 5 NTU more than 5 percent of the time within a 24-hour period; and

3. 10 NTU at any time.

F. Maximum Contaminant Levels: The effluent shall not contain trace, toxic and other constituents in concentrations that exceed the applicable maximum contaminant levels for drinking water established by the State Water Board's Division of Drinking Water (DDW) in sections 64431, 64442, 64443, 64444, 64449, and 64533 of CCR, Title 22, Division 4, or subsequent revisions, or at levels that adversely affect the beneficial uses of receiving groundwater. The effluent shall, at all times, not exceed the following MCLs (Attachment A). In the event of a violation of any primary or secondary MCL, the City shall notify and submit a report in accordance with Provision VI.F. of this Order.

1. Primary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations):

   i. Inorganic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64431, Table 64431-A, except for nitrogen compounds (Attachment A-1 of this Order);

   ii.. Radionuclides in CCR, Title 22, Division 4, Chapter 15, Section 64442, Table 64442 (Attachment A-2 of this Order) and Section 64443, Table 64443 (Attachment A-3 of this Order); and

   iii. Organic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64444, Table 64444-A (Attachment A-4 of this Order).

2. Secondary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations), Section 64449, Table 64449-A (Attachment A-5 of this Order).

3. Primary MCLs for disinfection byproducts specified in CCR, Title 22, Division 4, Chapter 15.5 (Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors) Article 2, Section 64533, Table 64533-A (Attachment A-6 of this Order).

III. GROUNDWATER LIMITATIONS

A. The City is prohibited from negatively altering the quality or elevation of the underlying groundwater.

B. The discharge of treated wastewater from the SPWRF shall not cause an exceedance of the following groundwater limitations in Table 10 below. Except for chloride, compliance with the groundwater limitations will be determined by the groundwater samples collected from monitoring wells located within or on the boundary of the percolation pond. Compliance with the chloride groundwater limitation will be determined by the groundwater samples collected from monitoring wells located 150 feet away from the percolation pond. The specific monitoring well locations will be determined through the Monitoring and Reporting Program (MRP) (Attachment E). Per Section IV.C.3 of the MRP, the City is required to submit a work plan proposing a modified groundwater monitoring network by May 1, 2018.

Table 10 – Groundwater Limitations

Constituents	Units	Monthly Average
Nitrate-N + Nitrite-N	mg/L	10[1]
Nitrite-N	mg/L	1[1]
Total Dissolved Solids	mg/L	2,000[1]
Sulfate	mg/L	800[1]
Chloride	mg/L	110[1]
Boron	mg/L	1.0[1]

Table 10 – Groundwater Limitations		
Constituents	**Units**	**Monthly Average**
Total coliform	MPN/100mL	1.1[1]
Fecal coliform	MPN/100mL	1.1[1]

Table Note:

[1] Limit based on Basin Plan Groundwater Quality Objective.

C. Groundwater shall not exceed the MCLs specified in Attachments A-1 to A-6.

E. The minimum vertical separation between the bottom of the percolation pond and groundwater table shall be five feet.

IV. GENERAL REQUIREMENTS

A. The SPWRF and areas where any potential pollutants are stored shall be adequately protected from inundation and damage by storm flows and runoff.

B. Adequate facilities shall be provided to protect the SPWRF, treatment system devices, sewer collection system and recycling/disposal facilities from damage by storm flows and run-off or run-on generated by a 100-year return storm/24 hour duration.

C. The SPWRF and the collection system that is a part of the treatment and disposal system shall be maintained in such a manner that prevents sewage from surfacing or overflowing at any location.

D. A minimum of two feet of freeboard shall be maintained in the percolation/evaporation ponds at all time to ensure that direct rainfall will not cause overtopping.

E. No disposal areas with treated wastewater shall be located within 600 feet of any domestic water supply well unless all of the following conditions have been met:

1. A geological investigation demonstrates that an aquitard exists at the well between the uppermost aquifer being drawn from and the ground surface;

2. The well contains an annular seal that extends from the surface into the aquitard;

3. The well is housed to prevent any treated wastewater spray from coming into contact with the wellhead facilities;

4. The ground surface immediately around the wellhead is contoured to allow surface water to drain away from the well; and

5. The owner of the well approves of the elimination of the buffer zone requirement.

F. There shall be no storage or impoundment of treated wastewater within 600 feet of any domestic water supply well.

G. No disposal of sludge, waste, and treated wastewater shall take place within 600 feet of any reservoir or stream used as a source of domestic water.

H. Any wastes that do not meet the foregoing requirements shall be held in impervious containers and discharged at a legal point of disposal.

I. Percolation ponds shall be maintained to ensure that percolation rate at the pond bottom shall not decrease over time.

J. The Discharger shall notify well owners within 500 feet radius from the boundary of percolation ponds when there is any exceedance on the effluent limitations and/or groundwater limitations.

V. PROHIBITIONS

A. Any discharge of wastewater from the SPWRF (including the wastewater collection system) at any point other than specifically described in this Order is prohibited.

B. There shall be no waste overflows or discharge of untreated or partially-treated waste from the SPWRF's treatment, storage or disposal facilities to adjacent drainage or water ways, adjacent properties, or to waters of the State at any time. The discharge of any wastewater to surface waters or surface water drainage courses is prohibited without a NPDES permit.

C. Industrial wastewater subject to the Prohibited Discharge Standards in 40 C.F.R. section 403.5 shall not be accepted by the SPWRF.

D. Wastes discharged shall not contain tastes, odors, color, foaming, any materials, or other objectionable characteristics in concentrations that would:

1. Affect human, animal, or plant life;

2. Cause nuisance or adversely affect any beneficial uses and quality of the receiving groundwater; and

3. Impact the Santa Clara River that may be in hydraulic connection with groundwater.

E. Odors originating at the SPWRF, including of sewage origin, shall not be perceivable any time outside the boundary of the SPWRF property owned by the City.

F. The percolation pond shall not contain floating materials, including solids, foams, or scum in concentrations that cause nuisance, adversely affect beneficial uses, or serve as a substrate for undesirable bacterial or algae growth or insect vectors. The wastewater treatment shall not result in nuisance conditions caused by breeding of mosquitoes, gnats, midges, or other pests.

G. Discharge of waste classified as "hazardous waste," as defined in CCR, Title 23, section 2521(a), is prohibited. Discharge of waste classified as "designated waste," as defined in California Water Code section 13173, in a manner that causes violation of receiving water limits is prohibited.

H. The percolation/evaporation ponds, drying beds, and the berms surrounding the ponds shall not contain plants, shrubs, or bushes that may damage the berms and the ponds.

I. The percolation pond shall not be altered without the approval by the Regional Board.

J. There shall be no onsite disposal of sludge. Sludge-drying activities are allowed, but only as an intermediate treatment prior to offsite disposal. Any offsite disposal of wastewater or sludge shall be made only to a legal point of disposal. For purposes of this Order, a legal disposal site is one for which requirements have been established by USEPA, and which is in full compliance therewith. Any wastewater or sludge handling shall be in such a manner as to prevent its reaching surface waters or watercourses.

K. Bypass (the intentional diversion of waste streams from any portion of the SPWRF) is prohibited. The Regional Board may take enforcement action against the City for bypass, unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the SPWRF that cause it to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass.

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance.

3. Notice

i. Anticipated bypass: If the City knows in advance of the need for a bypass, it shall submit written notice to the Regional Board, if possible at least 10 days before the date of the bypass.

ii. Unanticipated bypass: The City shall provide verbal notice to the Regional Board Executive Officer of an unanticipated bypass within 24 hours from the time the City becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the City becomes aware of the circumstances.

VI. PROVISIONS

A. This Order includes "Attachment B - Standard Provisions Applicable to Waste Discharge Requirements" (Standard Provisions). If there is any conflict between provisions stated herein and the Standard Provisions, the provisions stated herein prevail.

B. The City shall operate and maintain facilities, treatment operations, associated collection systems and outfalls in ways that preclude adverse impacts to surface or groundwater from impacts predicted to occur due to climate change.

C. The City shall submit a Climate Change Effects Vulnerability Assessment and Management Plan (Climate Change Plan) no later than 12 months after adoption of this Order. Submittal of the Climate Change Plan is required pursuant to California Water Code section 13267. As required by this provision, a regional board may require a person to submit technical or monitoring program reports that the regional board requires. The Climate Change Plan is needed in order to assess and manage climate change related-effects associated with City operations that may affect water quality.

The Climate Change Plan shall include an assessment of short and long term vulnerabilities of the facility(ies) and operations as well as plans to address vulnerabilities of collection systems, facilities, treatment systems, and outfalls for predicted impacts in order to ensure that facility operations are not disrupted, compliance with permit conditions is achieved, and receiving waters are not adversely impacted by discharges. Control measures shall include, but are not limited to, emergency procedures, contingency plans, alarm/notification systems, training, backup power and equipment, and the need for planned mitigations to ameliorate climate-induced impacts including, but not limited to, changing influent and receiving water quality and conditions, as well as the impact of rising sea level (where applicable) storm surges and back-to-back severe storms that are expected to become more frequent.

D. The City shall comply with MRP No. CI-9259 (Attachment E), which is part of this Order, and any revisions thereto as ordered by the Executive Officer. The submittal dates of Discharger self-monitoring reports shall be no later than the submittal date specified in the MRP. If there is any conflict between the provisions stated herein and the MRP, the provisions stated herein prevail.

E. The City shall file with the Regional Board, under penalty of perjury, annual and quarterly reports on self-monitoring work performed according to the detailed specifications contained in the MRP attached hereto and incorporated herein by reference, as directed by the Executive Officer. The results of any monitoring done in addition to what is required or done more frequently than required at the location and/or times specified in the MRP shall be reported to the Regional Board. The City shall comply with all of the provisions and requirements of the MRP.

F. The City shall notify this Regional Board by telephone or electronic means within 24 hours of knowledge of any discharge exceeding the effluent limits prescribed in this Order from the SPWRF; written confirmation shall follow within 5 working days from date of notification, unless otherwise specified in this Order. The report shall include, but is not limited to, the following information, as appropriate:

1. Nature and extent of the violation;

2. Date and time when the violation started, when compliance was achieved, and when injection was suspended and restored, as applicable;

3. Duration of violation;

4. Cause(s) of violation;

5. Corrective and/or remedial actions taken and/or will be taken with a time schedule for implementation to prevent future violations; and

6. Impact of the violation.

G. This Order does not exempt the City from compliance with any other laws, regulations, or ordinances that may be applicable; they do not legalize the recycling and use facilities; and they leave unaffected any further constraint on the use of recycled water at certain site(s) that may be contained in other statutes or required by other agencies.

H. This Order does not alleviate the responsibility of the City to obtain other necessary local, state, and federal permits to construct facilities necessary for compliance with this Order; nor does this Order prevent imposition of additional standards, requirements, or conditions by any other regulatory agency. Expansion of the recycled water distribution facility shall be contingent upon issuance of all necessary requirements and permits, including a conditional use permit.

I. After notice and opportunity for a hearing, this Order may be modified, revoked and reissued, or terminated for cause, that includes, but is not limited to: failure to comply with any condition in this Order, endangerment of human health, adverse impacts on water quality and/or beneficial uses of the receiving water resulting from the permitted activities in this Order, obtaining this Order by misrepresentation or failure to disclose all relevant facts, and acquisition of new information that could have justified the application of different conditions if known at the time of Order adoption.

The filing of a request by the City for modification, revocation and reissuance, or termination of this Order; or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

J. The City shall furnish, within a reasonable time, any information that the Regional Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The City shall also provide the Regional Board, upon request, with copies of records required to be kept under this Order for at least three (3) years.

K. Spill Clean-Up Contingency Plan (SCCP) Requirements – The City is required to periodically submit an updated and revised SCCP, which describes the activities and protocols to address clean-up of spills, overflows, and bypasses of untreated or partially treated wastewater from the City's collection system or treatment facilities. At a minimum, this SCCP shall include sections on spill clean-up and containment measures, public notification, and monitoring. The City shall review and amend this SCCP as appropriate after each spill from the SPWRF or in the service area of the SPWRF. The City shall include a discussion in the annual summary report of any modifications to the SCCP and the application of the SCCP to all spills during the year.

L. Construction, Operation, and Maintenance Requirements

1. The City shall, at all times, properly operate and maintain the SPWRF, including its wastewater collection, treatment, and disposal facilities (and related

appurtenances) to ensure compliance with this Order, as well as provide adequate and reliable transport, treatment, and disposal of all wastewater from planned future wastewater sources under the City's responsibilities. Proper operation and maintenance includes, but is not limited to: effective performance, repairs and upgrades when needed, adequate funding, adequate operator staffing and training, adequate operator supervision, and adequate laboratory and process controls (including appropriate quality assurance/quality control procedures).

2. The SPWRF shall be supervised and operated by persons possessing certificates of appropriate grade in accordance with CCR, Title 23, Division 3, Chapter 26 and California Water Code sections 13625 - 13633.

3. The SPWRF shall be operated and maintained in accordance with the operation and maintenance manual prepared by the municipality through the Clean Water Grant Program. The City's Operation, Maintenance, and Monitoring Plan (OMM Plan) shall be available for reference and use by all applicable personnel. The City shall maintain, regularly review, and revise or update as necessary the OMM Plan in order for the document(s) to remain useful and relevant to current equipment and operation practices. Reviews shall be conducted annually, and revisions or updates shall be completed as necessary and submitted to the Regional Board on an annual basis.

4. The City shall maintain in good working order a sufficient alternate power source for operating the wastewater treatment and disposal facilities. All equipment shall be located to minimize failure due to moisture, liquid spray, flooding, and other physical phenomena. The alternate power source shall be designed to permit inspection and maintenance and shall provide for periodic testing. If such alternate power source is not in existence, the City shall halt, reduce, or otherwise control all discharges upon the reduction, loss, or failure of the primary source of power.

5. The City shall provide standby or emergency power facilities and/or sufficient storage capacity or other means so that in the event of plant upset, outage due to power failure or other cause, or heavy rainfall, discharge of raw or inadequately treated sewage does not occur and infiltration ponds do not exceed their hydraulic capacity.

M. Sludge Disposal Requirements

1. All sludge generated at the wastewater treatment plant shall be disposed of, treated, or applied to land in accordance with federal regulations contained in 40 C.F.R. Part 503. These requirements are enforceable by USEPA.

2. The City shall comply with requirements in State Water Board Order No. 2004-10-DWQ, *"General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use as a Soil Amendment in Agricultural, Silvicultural, Horticultural and Land Reclamation Activities"* for those sites receiving the City's biosolids that a regional water board has placed under this general order, and with the requirements in individual waste discharge requirements issued by a regional water board for sites receiving the City's biosolids.

3. The City shall comply, if applicable, with WDRs issued by other regional water boards to which jurisdiction the biosolids are transported and applied.

4. The City shall provide this Regional Board with a copy of any report(s) submitted to USEPA, the State Water Board, or other regional water boards, with respect to municipal sludge or biosolids.

N. Collection System Requirements

The State Water Board adopted General WDRs for Sanitary Sewer Systems (Order No. 2006-0003-DWQ) on May 2, 2006, to provide a consistent and statewide approach to regulating sanitary sewer systems to prevent and/or reduce sanitary sewer overflows (SSOs). Order No. 2006-0003-DWQ requires public agencies that own or operate sanitary sewer systems to develop and implement sewer system management plans and report all SSOs to the State Water Board's online SSO database. The City's collection system is part of the system that is subject to Order No. 2006-0003-DWQ. The City enrolled in Order No. 2006-0003-DWQ on July 27, 2006. As such, the City must properly operate and maintain its collection system. The City must also report any non-compliance and mitigate any discharge from the collection system in violation of this Order.

O. Spill Reporting Requirements

1. **Initial Notification** – Although State and Regional Board staff do not have duties as first responders, this requirement is an appropriate mechanism to ensure that the agencies that do have first responder duties are notified in a timely manner in order to protect public health and beneficial uses. For certain spills, overflows and bypasses, the City shall make notifications as required below:

   i. In accordance with the requirements of Health and Safety Code section 5411.5, the City shall provide notification to the local health officer or the director of environmental health with jurisdiction over the affected water body of any unauthorized release of sewage or other waste that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but no later than two (2) hours after becoming aware of the release.

   ii. In accordance with the requirements of California Water Code section 13271, the City shall provide notification to the California Emergency Management Agency (Cal EMA) of the release of reportable quantities of hazardous substances or sewage that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. CCR, Title 23, section 2250 establishes 1,000 gallons or more as a reportable quantity of sewage. The phone number for reporting these releases to the Cal EMA is (800) 852-7550.

   iii. The City shall notify the Regional Board of any unauthorized release of sewage from the SPWRF that causes, or probably will cause, a discharge to a water of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. This initial notification does not need

to be made if the City has notified Cal EMA and the local health officer or the director of environmental health with jurisdiction over the affected waterbody. The phone number for reporting these releases of sewage to the Regional Board is (213) 576-6683. The phone numbers for after hours and weekend reporting of releases of sewage to the Regional Board are (213) 305-2284 and (213) 305-2253.

At a minimum, the following information shall be provided to the Regional Board:

a. The location, date, and time of the release;

b. The water body that may be impacted by the discharge;

c. An estimate of the amount of sewage or other waste released and the amount that reached the receiving water at the time of notification;

d. If ongoing, the estimated flow rate of the release at the time of the notification;

e. The name, organization, phone number, and email address of the reporting representative; and

f. A certification that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the possibly affected water bodies have been notified of the discharge.

2. **Monitoring** – For spills, overflows and bypasses reported under Section VI.O.1., the City shall monitor as required below:

To define the geographical extent of the spill's impact, the City shall obtain grab samples (if feasible, accessible, and safe) for all spills, overflows or bypasses of any volume that reach any waters of the State (including surface and ground waters). The City shall analyze the samples for total and fecal coliforms, E. coli (if fecal coliform test shows positive), enterococcus, and relevant pollutants of concern, upstream and downstream of the point of entry of the spill (if feasible, accessible and safe). This monitoring shall be done on a daily basis from the time the spill is known until the results of two (2) consecutive sets of bacteriological monitoring indicate the return to the background level or the County Department of Public Health authorizes cessation of monitoring.

3. **Reporting** – The initial notification required under Section VI.O.1. shall be followed by:

i. As soon as possible, but not later than twenty-four (24) hours after becoming aware of an unauthorized discharge of sewage or other waste from its wastewater treatment plant to a water of the state, the City shall submit a statement to the Regional Board via email. If the discharge is 1,000 gallons or more, this statement shall certify that Cal EMA has been notified of the discharge in accordance with California Water Code section

13271. The statement shall also certify that the local health officer or director of environmental health with jurisdiction over the affected water bodies has been notified of the discharge in accordance with Health and Safety Code section 5411.5. The statement shall also include at a minimum the following information:

a. Agency, Order No., and MRP CI No.;

b. The location, date, and time of the discharge;

c. The water body that received the discharge;

d. A description of the level of treatment of the sewage or other waste discharged;

e. An initial estimate of the amount of sewage or other waste released and the amount that reached the impacted water body;

f. The Cal EMA control number and the date and time that notification of the incident was provided to Cal EMA; and

g. The name of the local health officer or director of environmental health representative notified (if contacted directly); the date and time of notification; and the method of notification (e.g., phone, fax, email).

ii. A written preliminary report shall be submitted to the Regional Board within five (5) working days after disclosure of the incident via the State Water Board GeoTracker database under Global ID WDR100000359. The final written report shall be included in the next quarterly monitoring report submitted to the GeoTracker database above. The written report shall document the information required in Section VI.O.4. below, monitoring results and any other information required in provisions of the Standard Provisions (Attachment B) including corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences.

iii. The City shall include a certification in the annual summary report (due according to the schedule in the MRP) that states that the sewer system emergency equipment, including alarm systems, backup pumps, standby power generators, and other critical emergency pump station components were maintained and tested in accordance with the City's preventive maintenance plan. Any deviations from or modifications to the preventive maintenance plan shall be approved by the Executive Officer.

4. **Records** – The City shall prepare and maintain a record of all spills, overflows or bypasses of raw or partially treated sewage from its collection system or the SPWRF. This record shall be made available to the Regional Board upon request and a spill summary shall be included in the annual report, as required in the MRP. The record shall contain:

i. The date and time of each spill, overflow, or bypass;

ii. The location of each spill, overflow, or bypass;

iii. The estimated volume of each spill, overflow, or bypass including gross volume, amount recovered and amount not recovered, monitoring results as required by Section VI.O.2.;

iv. The cause of each spill, overflow, or bypass;

v. Whether each spill, overflow, or bypass entered a receiving water and, if so, the name of the water body and whether it entered via storm drains or other man-made conveyances;

vi. Any corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences; and

vii. The mandatory information included in Sanitary Sewer Overflows (SSO) online reporting for finalizing and certifying the SSO report for each spill, overflow, or bypass under State Water Board Order No. 2006-0003-DWQ.

5. **Activities Coordination** – The Regional Board expects that the City will coordinate their compliance activities for consistency and efficiency with other entities that have responsibilities to implement: (i) this Order, and (ii) State Water Board Order No. 2006-0003-DWQ.

6. **Consistency with State Water Board Order No. 2006-0003-DWQ** – The requirements contained in this Order in Sections VI.K. (SCCP Requirements), VI.L. (Construction, Operation, and Maintenance Requirements), and VI.O. (Spill Reporting Requirements) are intended to be consistent with the requirements of Order No. 2006-0003-DWQ. The Regional Board recognizes that there may be some overlap between this Order and Order No. 2006-0003-DWQ. The requirements of Order No. 2006-0003-DWQ are considered the minimum thresholds (see Finding 11 of Order No. 2006-0003-DWQ). To encourage efficiency, the Regional Board will accept the documentation prepared by the City under Order No. 2006-0003-DWQ for compliance purposes, as satisfying the requirements in Sections VI.K., VI.L., and VI.O. provided the more stringent provisions enumerated in this Order have also been addressed.

P. Pretreatment Requirements

1. This Order includes the City's Pretreatment Program, as previously submitted to this Regional Board and specified in Order No. R4-2007-0028-R2, adopted by this Regional board on February 2, 2012. Any change to the Program shall be reported to the Regional Board in writing and shall not become effective until approved by the Executive Officer in accordance with procedures established in 40 C.F.R. section 403.18.

2. The City shall enforce the requirements under Sections 307(b), 307(c), 307(d), and 402(b) of the Federal Clean Water Act with timely, appropriate, and effective enforcement actions. The City shall require industrial users to comply with Federal Categorical Standards and shall initiate enforcement actions against those users who do not comply with the standards. The City shall require industrial users

subject to the Federal Categorical Standards to achieve compliance no later than the date specified in those requirements or, in the case of a new industrial user, upon commencement of the discharge.

3. The City shall perform the pretreatment functions as required in 40 C.F.R. Part 403 including, but not limited to:

   i. Implement the necessary legal authorities as provided in 40 C.F.R. section 403.8(f)(1);

   ii. Enforce the pretreatment requirements under 40 C.F.R. sections 403.5 and 403.6;

   iii. Implement the programmatic functions as provided in 40 C.F.R. section 403.8(f)(2); and

   iv. Provide the requisite funding of personnel to implement the Pretreatment Program as provided in 40 C.F.R. section 403.8(f)(3).

4. The City shall submit an annual report of effectiveness of the City's Pretreatment Program. This annual report shall be submitted to the Regional Board, with copies to the State Water Board and USEPA Region 9, describing the City's pretreatment activities over the period and whether such activities have been effective. If the City is not in compliance with any conditions or requirements of this Order, the City shall include the reasons for noncompliance and shall state how and when the City will comply with such conditions and requirements.

5. The City shall be responsible and liable for the performance of all control authority pretreatment requirements contained in 40 C.F.R. Part 403, including subsequent regulatory revisions thereof. Where Part 403 or subsequent revision places mandatory actions upon the City as Control Authority, but does not specify a timetable for completion of the actions, the City shall complete the required actions within six months from the effective date of this Order or the effective date of Part 403 revisions, whichever comes later. For violations of pretreatment requirements, the City shall be subject to enforcement actions, penalties, fines, and other remedies by the Regional Board, USEPA, or other appropriate parties, as provided in the Federal Clean Water Act. The Regional Board or USEPA may initiate enforcement action against an industrial user for noncompliance with acceptable standards and requirements as provided in the Federal Clean Water Act and/or the California Water Code.

VII. REOPENER

The Regional Board will review this Order periodically and will revise requirements when necessary. The waste discharge requirements and monitoring and reporting requirements in this Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure compliance with them. If applicable laws and regulations change, including but not limited to, establishment of total maximum daily loads, or once new information is obtained that will change the overall discharge and its potential to impact waters of the state, it may be

appropriate to reopen this Order. This Order may also specifically be reopened to make revisions consistent with an approved salt and nutrient management plan.

VIII. TERMINATION

Except for enforcement purposes, Order No. R4-2007-0028, adopted by the Regional Board on May 3, 2007, and amended on May 6, 2010, February 2, 2012, April 6, 2017 and December 21, 2017, is hereby terminated.

The Regional Board's termination of prior waste discharge requirements and/or monitoring and reporting requirements do not extinguish any violations that may have occurred during the time those requirements were in effect. The Regional Board reserves the right to take enforcement actions to address violations of prior prohibitions, limitations, specifications, requirements, or provisions of rescinded requirements as allowed by law.

IX. EFFECTIVE DATE

This Order becomes effective immediately upon its adoption.

I, Samuel Unger, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region on February 8, 2018.

Samuel Unger, P.E.
Executive Officer

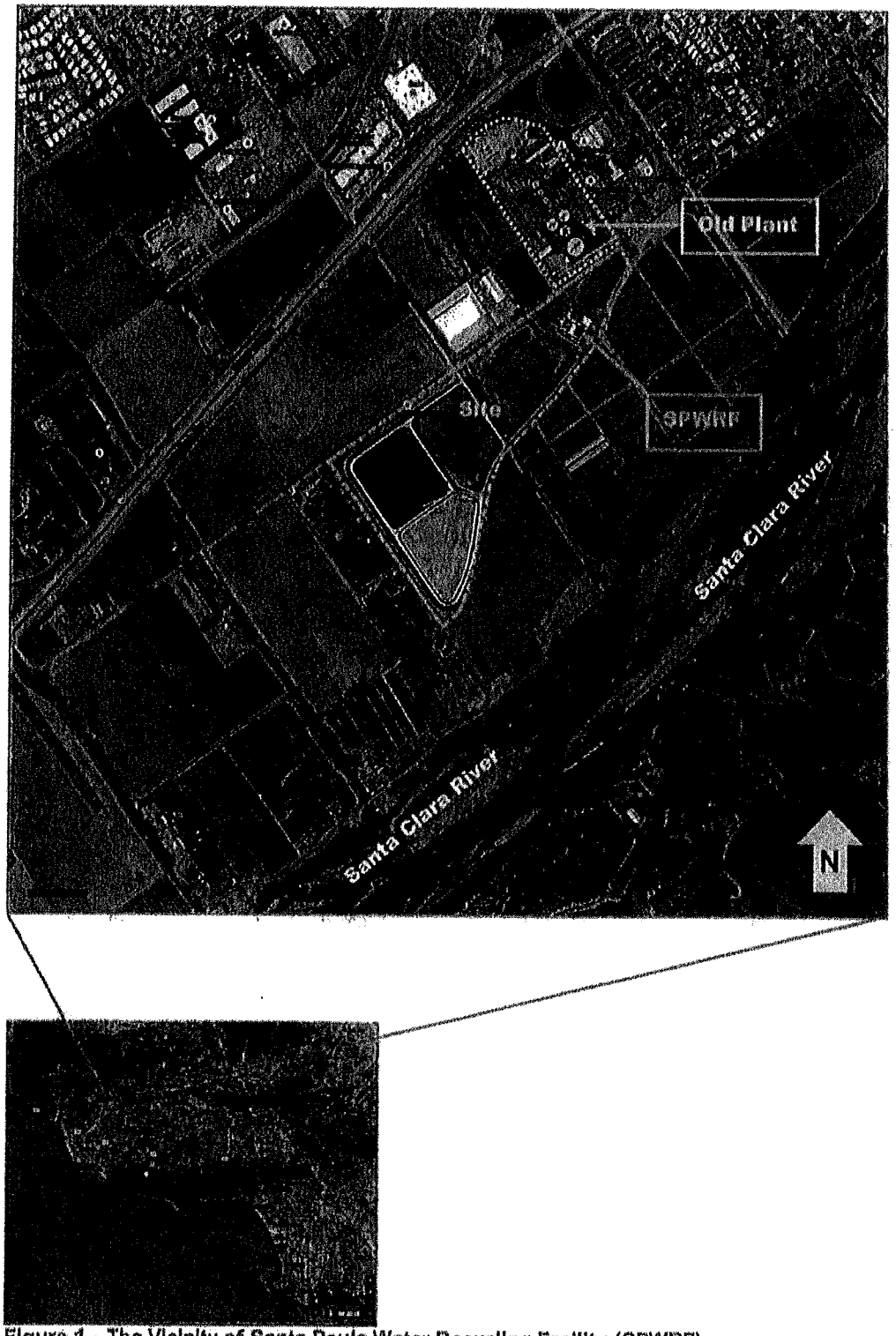


Figure 1 – The Vicinity of Santa Paula Water Recycling Facility (SPWRF)

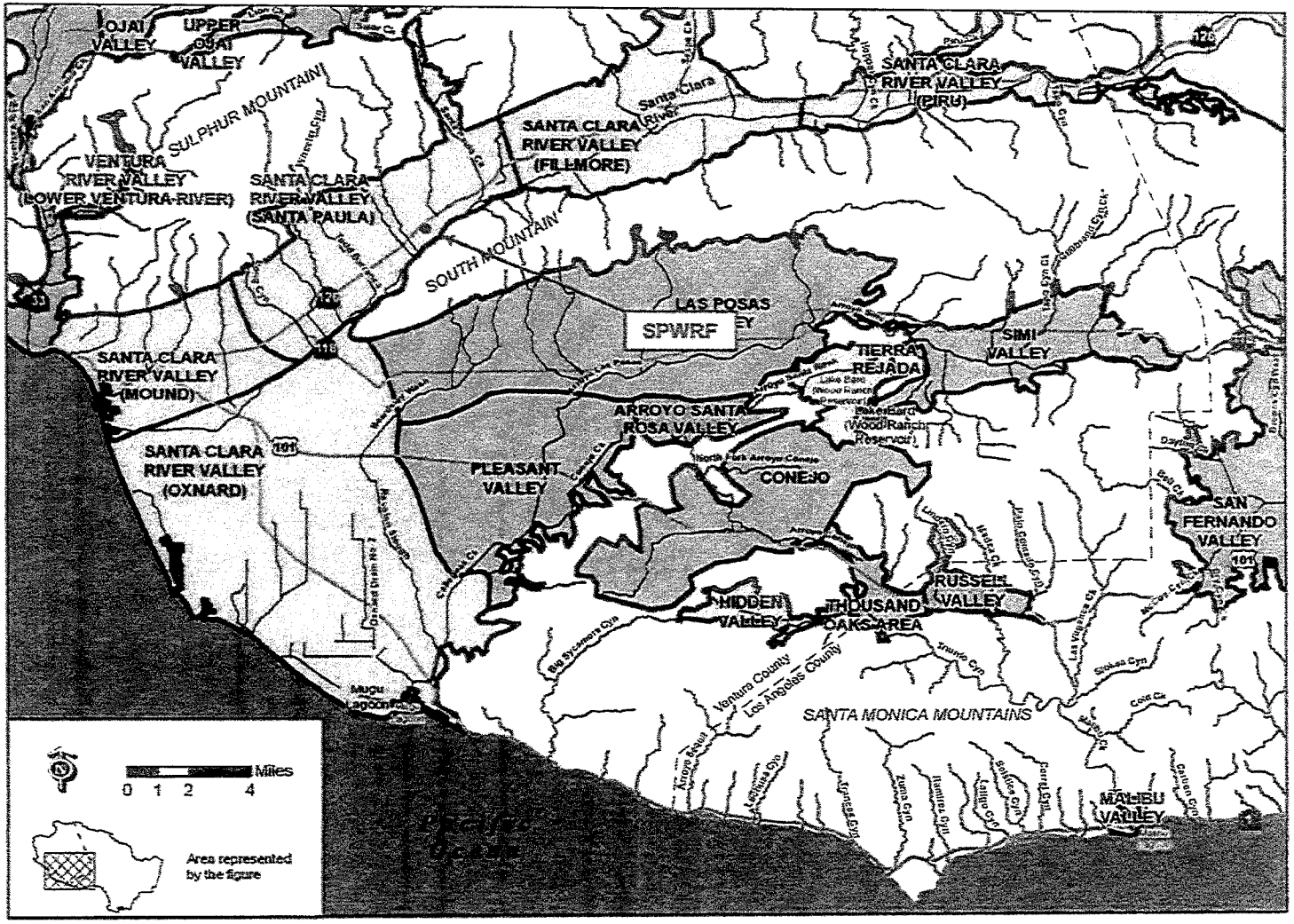


Figure 2 – Santa Paula Groundwater Basin

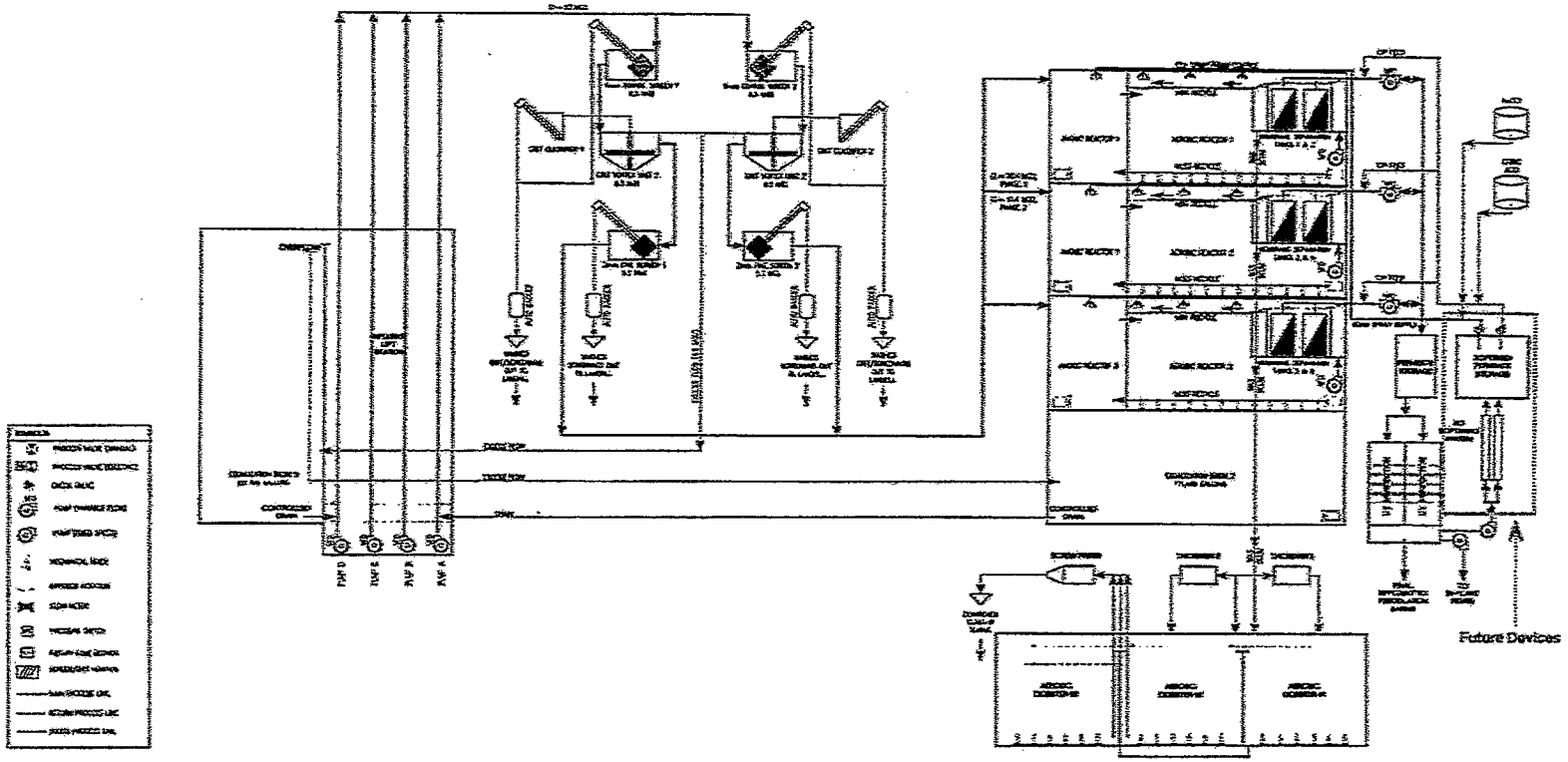


Figure 3 – Process Flow Schematic of Santa Paula Wastewater Recycling Facility



Figure 4 – Locations of Groundwater Monitoring Wells

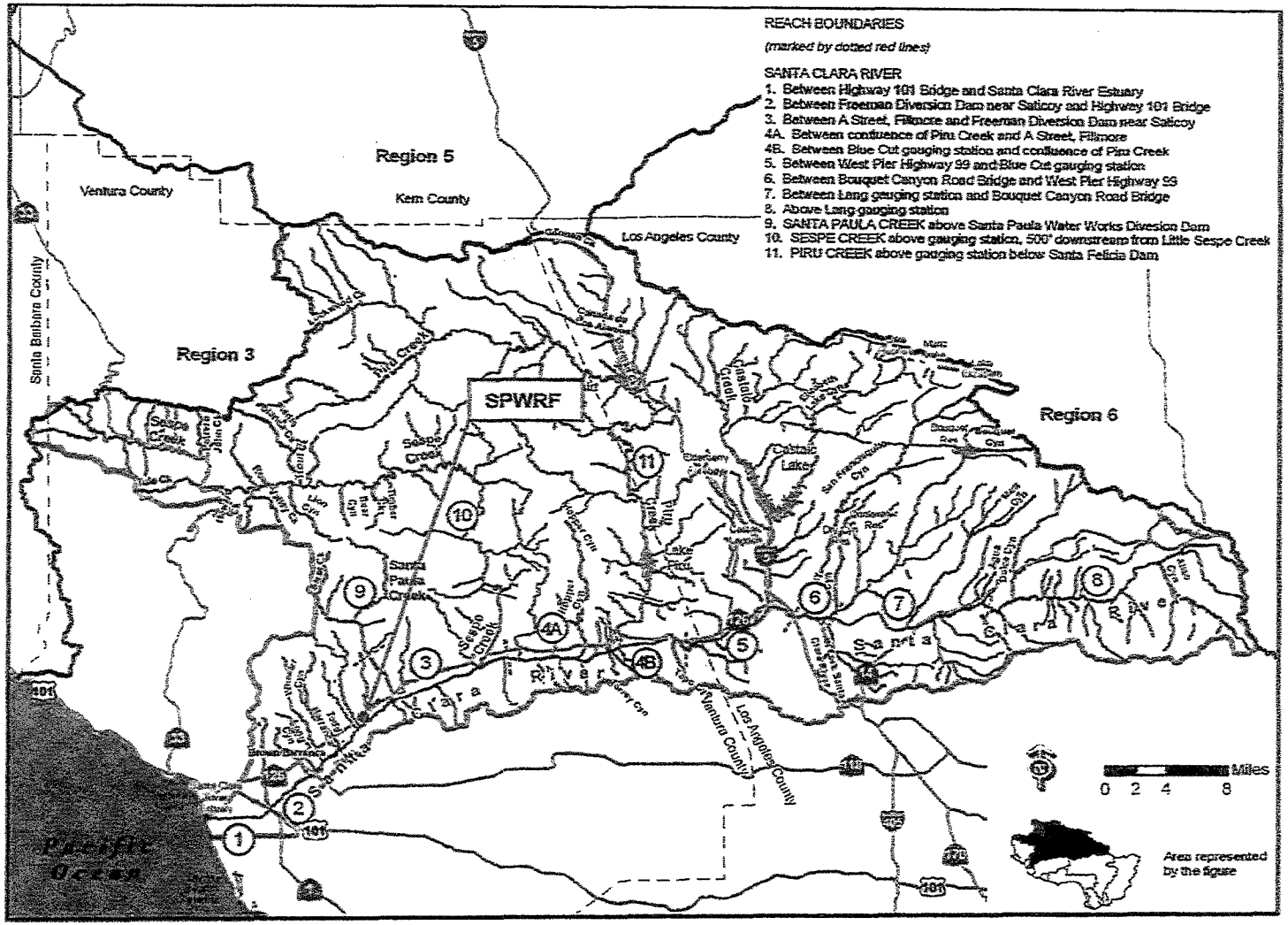


Figure 5 – Santa Clara River Watershed Surface Reaches

Attachment A – Maximum Contaminant Levels

Attachment A-1 Inorganic Chemicals

Table 64431-A [1]		
Chemical	Maximum Contaminant Levels (mg/L[2])	Reporting Detection Limit (mg/L[2])
Aluminum	1	0.05
Antimony	0.006	0.006
Arsenic	0.01	0.002
Asbestos	7 MFL[3]	0.2 MFL > 10 µm
Barium	1	0.1
Beryllium	0.004	0.001
Cadmium	0.005	0.001
Chromium	0.05	0.01
Cyanide	0.15	0.1
Fluoride	2.0	0.1
Chromium (VI)	0.010	0.001
Mercury	0.002	0.001
Nickel	0.1	0.01
Selenium	0.05	0.005
Thallium	0.002	0.001
Perchlorate	0.006	0.004

Table Notes:

[1]. California Code of Regulation (CCR), Title 22, Section 64431, last updated July 16, 2015.

[2]. mg/L = milligrams/liter.

[3]. MFL = million fibers per liter; MCL for fibers exceeding 10µm in length.

Attachment A-2 Radionuclides

Table 64442.[1]		
Chemical	Maximum Contaminant Levels (pCi/L[2])	Reporting Detection Limit (pCi/L[2])
Radium-226	5 pCi/L (combined radium-226 and radium-228)	1
Radium-228		1
Gross Alpha particle activity (excluding radon and uranium)	15	3
Uranium	20	1

Table Notes:

[1]. CCR, Title 22, Section 64442, last updated July 16, 2015.

[2]. pCi/L = picocuries/liter.

Attachment A-3 Radionuclides

Table 64443 [1]		
Chemical	**Maximum Contaminant Levels (pCi/L[2])**	**Reporting Detection Limit (pCi/L.[2])**
Beta/photon Emitters	4 millirem/year dose equivalent to the total body or any internal organ	Gross Beta particle activity: 4
Strontium-90	8 (=4 millirem/year dose to bone marrow)	2
Tritium	20,000 (=4 millirem/year dose to total body)	1,000

Table Notes:

[1]. CCR, Title 22, Section 64443, last updated July 16, 2015.

[2]. pCi/L = picocuries/liter.

Attachment A-4 Organic Chemicals

Table 64444-A [1]		
Chemical	**Maximum Contaminant Levels (mg/L[2])**	**Reporting Detection Limit (mg/L[2])**
(a) Volatile Organic Chemicals		
Benzene	0.001	0.0005
Carbon Tetrachloride (CTC)	0.0005	0.0005
1,2-Dichlorobenzene	0.6	0.0005
1,4-Dichlorobenzene	0.005	0.0005
1,1-Dichloroethane	0.005	0.0005
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005
1,1-Dichloroethene (1,1-DCE)	0.006	0.0005
Cis-1,2-Dichloroethylene	0.006	0.0005
Trans-1,2-Dichloroethylene	0.01	0.0005
Dichloromethane	0.005	0.0005
1,2-Dichloropropane	0.005	0.0005
1,3-Dichloropropene	0.0005	0.0005
Ethylbenzene	0.3	0.0005
Methyl-tert-butyl-ether (MTBE)	0.013	0.003
Monochlorobenzene	0.07	0.0005
Styrene	0.1	0.0005
1,1,2,2-Tetrachloroethane	0.001	0.0005
Tetrachloroethylene (PCE)	0.005	0.0005
Toluene	0.15	0.0005
1,2,4-Trichlorobenzene	0.005	0.0005
1,1,1-Trichloroethane	0.2	0.0005
1,1,2-Trichloroethane	0.005	0.0005
Trichloroethylene (TCE)	0.005	0.0005
Trichlorofluoromethane	0.15	0.005

Table 64444-A [1]		
Chemical	Maximum Contaminant Levels (mg/L[2])	Reporting Detection Limit (mg/L[2])
(a) Volatile Organic Chemicals		
1,1,2-Trichloro-1,2,2-Trifluoroethane	1.2	0.01
Vinyl Chloride	0.0005	0.0005
Xylenes (m,p)	1.75	0.0005
(b) Non-Volatile Synthetic Organic Chemicals		
Alachlor	0.002	0.001
Atrazine	0.001	0.0005
Bentazon	0.018	0.002
Benzo(a)pyrene	0.0002	0.0001
Carbofuran	0.018	0.005
Chlordane	0.0001	0.0001
2,4-D	0.07	0.01
Dalapon	0.2	0.01
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001
Di(2-ethylhexyl)adipate	0.4	0.005
Di(2-ethylhexyl)phthalate	0.004	0.003
Dinoseb	0.007	0.002
Diquat	0.02	0.004
Endothall	0.1	0.045
Endrin	0.002	0.0001
Ethylene Dibromide (EDB)	0.00005	0.00002
Glyphosate	0.7	0.025
Heptachlor	0.00001	0.00001
Heptachlor Epoxide	0.00001	0.00001
Hexachlorobenzene	0.001	0.0005
Hexachlorocyclopentadiene	0.05	0.001
Lindane	0.0002	0.0002

Table 64444-A [1]		
Chemical	Maximum Contaminant Levels (mg/L[2])	Reporting Detection Limit (mg/L[2])
(b) Non-Volatile Synthetic Organic Chemicals		
Methoxychlor	0.03	0.01
Molinate	0.02	0.002
Oxamyl	0.05	0.02
Pentachlorophenol	0.001	0.0002
Picloram	0.5	0.001
Polychlorinated Biphenyls	0.0005	0.0005
Simazine	0.004	0.001
Thiobencarb	0.07	0.001
Toxaphene	0.003	0.001
2,3,7,8-TCDD (Dioxin)	3×10^{-8}	5×10^{-9}
2,4,5-TP (Silvex)	0.05	0.001

Table Notes:

[1]. CCR, Title 22, Section 64444-A, last updated July 15, 2015.

[2]. mg/L = milligrams/liter.

Attachment A-5 Secondary Maximum Contaminant Levels

Table 64449-A [1]	
Chemical	**Units**
Aluminum	0.2 mg/L
Color	150 Units
Copper	1.0 mg/L
Foam Agents (MBAS)	0.5 mg/L
Iron	0.3 mg/L
Manganese	0.05 mg/L
Methyl-tert-butyl-ether (MTBE)	0.005 mg/L
Odor – Threshold	3 units
Silver	0.1 mg/L
Thiobencarb	0.001 mg/L
Turbidity	5 Units
Zinc	5 mg/L

Table Note:

[1]. CCR, Title 22, Section 64449, last updated July 16, 2015.

Attachment A-6 Disinfection Byproducts

Table 64533-A [1]		
Constituent	Maximum Contaminant Levels (mg/L[2])	Reporting Detection Limit (mg/L[2])
Total Trihalomethanes (TTHM)	0.08	
Bromodichloromethane		0.001
Bromoform		0.001
Chloroform		0.001
Dibromochloromethane		0.001
Haloacetic acid (five) (HAA5)	0.06	
Monochloroacetic acid		0.002
Dichloroacetic acid		0.001
Trichloroacetic acid		0.001
Monobromoacetic acid		0.001
Dibromoacetic acid		0.001

Table Notes:

[1]. CCR, Title 22, Section 64533, Chapter 15.5, last updated July 16, 2015.

[2]. mg/L = milligrams/liter.

Attachment B – Standard Provisions Applicable to Waste Discharge Requirements

1. DUTY TO COMPLY

The discharger must comply with all conditions of these waste discharge requirements. A responsible party has been designated in the Order for this project, and is legally bound to maintain the monitoring program and permit. Violations may result in enforcement actions, including Regional Board orders or court orders requiring corrective action or imposing civil monetary liability, or in modification or revocation of these waste discharge requirements by the Regional Board. (California Water Code, Sections 13261, 13263, 13265, 13268, 13300, 13301, 13304, 13340, and 13350). Failure to comply with any waste discharge requirement, monitoring and reporting requirement, or other order or prohibition issued, reissued or amended by the Los Angeles Water Board or State Water Resources Control Board is a violation of these waste discharge requirements and the California Water Code, which can result in the imposition of civil liability. (California Water Code, Section 13350, subdivision (a).)

2. GENERAL PROHIBITION

Neither the treatment nor the discharge of waste shall create a pollution, contamination or nuisance, as defined by California Water Code section 13050. In addition, the discharge of waste classified as hazardous, as defined in California Code of Regulations, Title 23, Section 2521, subdivision (a) is also prohibited.

3. AVAILABILITY

A copy of these waste discharge requirements shall be maintained at the discharge facility and be available at all times to operating personnel. (California Water Code, Section 13263).

4. CHANGE IN OWNERSHIP

The discharger must notify the Executive Officer, in writing at least 30 days in advance of any proposed transfer of this Order's responsibility and coverage to a new discharger containing a specific date for the transfer of this Order's responsibility and coverage between the current discharger and the new discharger. This agreement shall include an acknowledgement that the existing discharger is liable for violations up to the transfer date and that the new discharger is liable from the transfer date forward. (California Water Code, Sections 13267 and 13263)

5. CHANGE IN DISCHARGE

In the event of a material change or proposed change in the character, location, or volume of the discharge, the discharger shall file with this Regional Board a new Report of Waste Discharge. (California Water Code, Section 13260, subdivision (c)). A material change includes, but is not limited to, the following:

(a) Addition of a major industrial waste discharge to a discharge of essentially domestic sewage, or the addition of a new process or product by an industrial facility resulting in a change in the character of the waste.

(b) Significant change in disposal method, e.g., change from a land disposal to a direct discharge to water, or change in the method of treatment which would significantly alter the characteristics of the waste.

(c) Significant change in the disposal area, e.g., moving the discharge to another drainage area, to a different water body, or to a disposal area significantly removed from the original area potentially causing different water quality or nuisance problems.

(d) Increase in flow beyond that specified in the waste discharge requirements.

(e) Increase in the area or depth to be used for solid waste disposal beyond that specified in the waste discharge requirements. (California Code of Regulations, Title 23, Section 2210)

6. REVISION

These waste discharge requirements are subject to review and revision by the Regional Board. (California Water Code, Section 13263)

7. NOTIFICATION

Where the discharger becomes aware that it failed to submit any relevant facts in a Report of Waste Discharge or submitted incorrect information in a Report of Waste Discharge or in any report to the Regional Board, it shall promptly submit such facts or information. (California Water Code, Sections 13260 and 13267)

8. VESTED RIGHTS

This Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, do not protect the discharger from his liability under Federal, State or local laws, nor do they create a vested right for the discharger to continue the waste discharge. All discharges of waste into waters of the state are privileges, not rights. (California Water Code, Section 13263, subdivision (g).)

9. SEVERABILITY

Provisions of these waste discharge requirements are severable. If any provisions of these requirements are found invalid, the remainder of the requirements shall not be affected.

10. OPERATION AND MAINTENANCE

The discharger shall, at all times, properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the discharger to achieve compliance with conditions of this Order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this Order. (California Water Code, Section 13263, subdivision (f).)

11. NOTIFICATION REQUIREMENT

Except for a discharge which is in compliance with these waste discharge requirements, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.7) of Chapter 7 of Division 1 of Title 2 of the Government Code, and immediately notify the State Board or the appropriate Regional Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of Section 13271 of the California Water Code unless the discharger is in violation of a prohibition in the applicable Water Quality Control plan. (California Water Code, Section 13271, subdivision (a).)

12. OIL OR PETROLEUM RELEASES

Except for a discharge which is in compliance with these waste discharge requirements, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Article 3.5 (commencing with Section 8574.1) of Chapter 7 of Division 1 of Title 2 of the Government Code. This provision does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Section 311 of the Clean Water Act or the discharge is in violation of a prohibition in the applicable Water Quality Control Plan. (California Water Code, Section 13272)

13. INVESTIGATIONS AND INSPECTIONS

The discharger shall allow the Regional Board, or an authorized representative upon the presentation of credentials and other documents as may be required by law, to:

(a) Enter upon the discharger's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Order;

(b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order;

(c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and

(d) Sample or monitor at reasonable times, for the purposes of assuring compliance with this Order, or as otherwise authorized by the California Water Code, any substances or parameters at any location. (California Water Code, Section 13267)

(e) Except for material determined to be confidential in accordance with applicable law, all reports prepared in accordance with the terms of this Order shall be available for public inspection at the office of the Los Angeles Water Board. Data on waste discharges, water quality, geology, and hydrogeology shall not be considered confidential.

14. MONITORING PROGRAM AND DEVICES

The discharger shall furnish, under penalty of perjury, technical monitoring program reports; such reports shall be submitted in accordance with specifications prepared by the Executive Officer, which specifications are subject to periodic revisions as may be warranted. (California Water Code, Section 13267)

All monitoring instruments and devices used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. All flow measurement devices shall be calibrated at least once per year, or more frequently, to ensure continued accuracy of the devices. Annually, the discharger shall submit to the Executive Office a written statement, signed by a registered professional engineer, certifying that all flow measurement devices have been calibrated and will reliably achieve the accuracy required.

The analysis of any material required pursuant to Division 7 of the California Water Code shall be performed by a laboratory that has accreditation or certification pursuant to Article 3 (commencing with Section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. However, this requirement does not apply to field tests, such as test for color, odor, turbidity, pH, temperature, dissolved oxygen, conductivity, and disinfectant residual chlorine. (California Water Code, Section 13176). Unless otherwise permitted by the Regional Board Executive officer, all analyses shall be conducted at a laboratory certified for such analyses by the State Water Resources Control Board's Division of Drinking Water. All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40CFR Part 136) promulgated by the United States, Environmental Protection Agency (USEPA). (California Code of Regulation, Title 23, Section 2230)

The Quality Assurance-Quality Control Program must conform to the USEPA Guidelines "Laboratory Documentation Requirements for Data Validation", January 1990, USEPA Region 9) or procedures approved by the Los Angeles Regional Water Quality Control Board.

All quality assurance and quality control (QA/QC) analyses must be run on the same dates when samples were actually analyzed. All QA/QC data shall be reported, along with the sample results to which they apply, including the method, equipment, analytical detection and quantitation limits, the percent recovery, and explanation for any recovery that falls outside the QC limits, the results of equipment and method blanks, the results of spiked and surrogate samples, the frequency of quality control analysis, and the name and qualifications of the person(s) performing the analyses. Sample results shall be reported unadjusted for lank results or spike recoveries. In cases where contaminants are detected in QA/QC samples (e.g., field, trip, or lab blanks); the accompanying sample results shall be appropriately flagged.

The Discharger shall make all QA/QC data available for inspection by Regional Board staff and submit the QA/QC documentation with its respective quarterly report. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the quarterly report.

15. TREATMENT FAILURE

In an enforcement action, it shall not be a defense for the discharger that it would have been necessary to halt or to reduce the permitted activity in order to maintain compliance with this Order. Upon reduction, loss, or failure of the treatment facility, the discharger shall, to the extent necessary to maintain compliance with this Order, control production or all discharges, or both, until the facility is restored or an alternative method of treatment is provided. This provision applies, for example, when the primary source of power of the treatment facility fails, is reduced, or is lost. (California Water Code, Section 13263, subdivision (f).)

16. DISCHARGE TO NAVIGABLE WATERS

A person who discharges pollutants or proposes to discharge pollutants or proposes to discharge pollutants to the navigable waters of the United States within the jurisdiction of this state or a person who discharges dredged or fill material or proposes to discharge dredged or fill material into the navigable waters of the United States within the jurisdiction of this state shall file a report of waste discharge in compliance with the procedures set forth in California Water Code section 13260. (California Water Code, Section 13376)

17. ENDANGERMENT TO HEALTH AND ENVIRONMENT

The discharger shall report any noncompliance which may endanger health or the environment. Any such information shall be provided verbally to the Executive Officer within 24 hours from the time the discharger becomes aware of the circumstances. A written submission shall also be provided within five days of the time the discharger becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Executive officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours. The following occurrence(s) must be reported to the Executive Office within 24 hours:

(a) Any bypass from any portion of the treatment facility.

(b) Any discharge of treated or untreated wastewater resulting from sewer line breaks, obstruction, surcharge or any other circumstances.

(c) Any treatment plan upset which causes the effluent limitation of this Order to be exceeded. (California Water Code, Sections 13263 and 13267)

18. MAINTENANCE OF RECORDS

The discharger shall retain records of all monitoring information including all calibration and maintenance records, all original strip chart recordings for continuous monitoring

Instrumentation, copies off all reports required by this Order, and record of all data used to complete the application for this Order. Records shall be maintained for a minimum of three years from the date of the sample, measurement, report, or application. This period may be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board Executive Officer.

Records of monitoring information shall include:

(a) The date, exact place, and time of sampling or measurement;

(b) The individual(s) who performed the sampling or measurement;

(c) The date(s) analyses were performed;

(d) The individual(s) who performed the analyses;

(e) The analytical techniques or method used; and

(f) The results of such analyses.

19. (a) All application reports or information to be submitted to the Executive Office shall be signed and certified as follows:

(1) For a corporation – by a principal executive officer or at least the level of vice president.

(2) For a partnership or sole proprietorship – by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency – by either a principal executive officer or ranking elected official.

(b) A duly authorized representative of a person designated in paragraph (a) of this provision may sign documents if:

(1) The authorization is made in writing by a person described in paragraph (a) of this provision.

(2) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility or activity; and,

(3) The written authorization is submitted to the Executive Officer.

Any person signing a document under this Section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information,

including the possibility of fine and imprisonment. [California Water Code Sections 13263, 13267, and 13268]"

20. OPERATOR CERTIFICATION

Supervisors and operators of municipal wastewater treatment plants and privately owned facilities regulated by the Public Utilities Commission, used in the treatment or reclamation of sewage and industrial waste shall possess a certificate of appropriate grade in accordance with California Code of Regulations, title 23, section 3680. State Board may accept experience in lieu of qualification training. (California Code of Regulations, Title, 23, Sections 3680 and 3680.2.) In lieu of a properly certified wastewater treatment plant operator, the State Board may approve use of a water treatment plant operator of appropriate grade certified by the State Department of Public Health where reclamation is involved. (California Code of Regulations, Title, 23, Section 3670.1, subdivision (b).)

ADDITIONAL PROVISIONS APPLICABLE TO PUBLICLY OWNED TREATMENT WORKS' ADEQUATE CAPACITY

21. Whenever a regional board finds that a publicly owned wastewater treatment plant will reach capacity within four years, the board shall notify the discharger. Such notification shall inform the discharger that the regional board will consider adopting a time schedule order pursuant to Section 13300 of the California Water Code or other enforcement order unless the discharger can demonstrate that adequate steps are being taken to address the capacity problem. The notification shall require the discharger to submit a technical report to the regional board within 120 days showing how flow volumes will be prevented from exceeding existing capacity or how capacity will be increased. A copy of such notification shall be sent to appropriate local elected officials, local permitting agencies and the press. The time for filing the required technical report may be extended by the regional board. An extension of 30 days may be granted by the executive officer. Longer extensions may be granted by the regional board itself. (California Code of Regulations, Title, 23, Section 2232.)

Attachment C – Monitoring for Constituents of Emerging Concern (CECs) [1]

Constituent	Reporting Limit (µg/L [2])
17β-Estradiol	0.001
Caffeine	0.05
NDMA	0.002
Triclosan	0.05
DEET	0.05
Sucralose	0.1

Table Note:

[1]. CECs are based on Table 1 Groundwater Recharge Reuse – Subsurface Application of State Water Board Resolution 2013-003.

[2]. µg/L = micrograms/liter.

Attachment D – Monitoring for Priority Pollutants

Antimony	Trichloroethylene	Fluoranthene
Arsenic	Vinyl Chloride	Fluorene
Beryllium	2-Chlorophenol	Hexachlorobenzene
Cadmium	2,4-Dichlorophenol	Hexachlorobutadiene
Chromium (III)	2,4-Dimethylphenol	Hexachlorocyclopentadiene
Chromium (VI)	4,6-Dinitro-2-Methylphenol	Hexachloroethane
Copper	2,4-Dinitrophenol	Indeno[1,2,3-cd]pyrene
Lead	2-Nitrophenol	Isophorone
Mercury	4-Nitrophenol	Naphthalene
Nickel	4-Chloro-3-Methylphenol	Nitrobenzene
Selenium	Pentachlorophenol	N-nitrosodimethylamine
Silver	Phenol	N-Nitrosodi-N-propylamine
Thallium	2,4,6-Trichlorophenol	N-Nitrosodiphenylamine
Zinc	Acenaphthene	Phenanthrene
Cyanide	Acenaphthylene	Pyrene
Asbestos	Anthracene	1,2,4-Trichlorobenzene
2,3,7,8-TCDD	Benzidine	Aldrin
Acrolein	Benzo[a]anthracene	alpha-BHC
Acrylonitrile	Benzo[a]pyrene	beta-BHC
Benzene	Benzo[b]fluoranthene	gamma-BHC
Bromoform	Benzo[ghi]perylene	delta-BHC
Carbon tetrachloride	Benzo[k]fluoranthene	Chlordane
Chlorobenzene	Bis(2-chloroethoxy) Methane	4,4'-DDT
Chlorodibromomethane	Bis(2-chloroethyl) Ether	4,4'-DDE
Chloroethane	Bis(2-chloroisopropyl) Ether	4,4'-DDD
2-Chloroethylvinyl Ether	Bis(2-ethylhexyl) Phthalate	Dieldrin
Chloroform	4-Bromophenyl Phenyl Ether	alpha-Endosulfan
Dichlorobromomethane	Butylbenzyl Phthalate	beta-Endosulfan
1,1-Dichloroethane	2-Chloronaphthalene	Endosulfan Sulfate

1,2-Dichloroethane	4-Chlorophenyl Phenyl Ether	Endrin
1,1-Dichloroethylene	Chrysene	Endrin Aldehyde
1,2-Dichloropropane	Dibenzo[ah]anthracene	Heptachlor
1,3-dichloropropylene	1,2-Dichlorobenzene	Heptachlor Epoxide
Ethylbenzene	1,3-Dichlorobenzene	PCB (Aroclor-1016)
Methyl Bromide	1,4-Dichlorobenzene	PCB (Aroclor-1221)
Methyl Chloride	3,3'-Dichlorobenzidine	PCB (Aroclor-1232)
Methylene Chloride	Diethyl Phthalate	PCB (Aroclor-1242)
1,1,2,2-Tetrachloroethane	Dimethyl Phthalate	PCB (Aroclor-1248)
Tetrachloroethylene	Di-n-butyl Phthalate	PCB (Aroclor-1254)
Toluene	2,4-Dinitrotoluene	PCB (Aroclor-1260)
1,2-Trans-Dichloroethylene	2,6-Dinitrotoluene	Toxaphene
1,1,1-Trichloroethane	Di-n-octyl Phthalate	---
1,1,2-Trichloroethane	1,2-Diphenylhydrazine	---

Attachment E

MONITORING AND REPORTING PROGRAM NO. CI-9259
FOR
CITY OF SANTA PAULA
(SANTA PAULA WATER RECYCLING FACILITY)
(File No. 06-189)

This Monitoring and Reporting Program (MRP) No. CI-9259 is issued pursuant to California Water Code section 13267, which authorizes the Regional Water Quality Control Board, Los Angeles Region (Regional Board) to require the City of Santa Paula (City), who discharges tertiary-treated wastewater generated from the Santa Paula Water Recycling Facility (SPWRF) to groundwater via three percolation ponds, to furnish technical or monitoring reports.

The reports required herein are necessary to:

- Determine compliance with Waste Discharge Requirements (WDRs) Order No. R4-2018-0022 and assure protection of the waters of the state and their beneficial uses.
- Assess treatment plant performance, identify operational problems, and improve plant performance.
- Assess effectiveness of the City's Pretreatment Program.
- Provide information on wastewater characteristics and flows for use in interpreting water quality and biological data.
- Determine total maximum daily load (TMDL) effectiveness.

The evidence that supports the need for the reports is set forth in the WDRs and the Regional Board record.

I. SUBMITTAL OF REPORTS

A. The City shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under this MRP, including electronic data format (EDF) groundwater and surface water monitoring data, injection location data, and monitoring reports. These reports shall be received by the Regional Board via the State Water Resources Control Board's (State Water Board) GeoTracker database under Global ID WDR100000649 on the dates indicated as follows:

1. **Quarterly Monitoring Reports** shall be received by the Regional Board by the 30th day of the month following the end of each quarterly monitoring period according to Table 1 below. The first Quarterly Monitoring Report under this program must be received by the Regional Board by April 30, 2018.

Table 1 – Reporting Period and Due	
Reporting Period	**Report Due**
January – March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

2. **Annual Summary Report** shall be received by the Regional Board by March 1 of each year. The first Annual Summary Report under this program must be received by the Regional Board no later than March 1, 2018.

B. If there is no discharge during any reporting period, the report shall still be submitted and so state.

C. Data collected from monitoring wells shall be included in the quarterly monitoring reports and annual summary report. The data shall include the well specifications, ordinances, well heads elevation to mean sea level (MSL) and the method to develop the well. The California Department of Water Resources sets standards for the construction of groundwater wells, as described in *California Well Standards Bulletin 74-90* (June 1991) and *Water Well Standards: State of California Bulletin 74-81* (December 1981). These well standards, and any more stringent standards adopted by the state or county pursuant to Water Code section 13801, apply to all monitoring wells used to monitor the impacts of wastewater storage or disposal governed by waste discharge or monitoring and reporting requirements.

D. In accordance with California Business and Profession Code sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. All reports submitted to the Regional Board pursuant to waste discharge or monitoring and reporting requirements that contain work plans for investigations and studies, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professional(s), such a licensed engineer or a certified hydrogeologist in the State of California, even if not explicitly stated. Each report must submitted by the Discharger shall bear the professional's signature and stamp.

E. All monitoring reports must include, at minimum, the following:

1. Well or location identification, date and time of sampling;

2. Sampler identification, laboratory identification, and chain of custody;

3. Quarterly observation of groundwater levels, recorded to 0.01 feet mean sea level (MSL), and flow direction; and

4. Calculation of vertical separation of the water table from the bottom of the disposal system.

II. MONITORING REQUIREMENTS

A. Monitoring shall be used to determine compliance with waste discharge requirements and shall include, but is not limited to, implementation and documentation of the following:

1. Locations of each groundwater well where representative samples can be obtained and the rationale for the selection. The City must include a map, at a scale of 1 inch equals 1,200 feet or less, that clearly identifies the locations of the SPWRF, and all groundwater monitoring wells.

2. Sampling protocols (specified in 40 C.F.R. Part 136 or American Water Works Association standards where appropriate) and chain of custody procedures.

3. For groundwater monitoring, outline the methods and procedures to be used for measuring water levels; purging wells; collecting samples; decontaminating equipment; containing, preserving, and shipping samples; and maintaining appropriate documentation. Also include the procedures for handling, storing, testing, and disposing of purge and decontamination waters generated from the sampling events.

4. Laboratory or laboratories, which conducted the analyses. Include copy or copies of laboratory certifications by the Environmental Laboratory Accreditation Program (ELAP) of the State Water Board's Division of Drinking Water (DDW) every year or when the City changes their contract laboratory.

5. Analytical test methods used and the corresponding Detection Limits for Purposes of Reporting (DLR) for unregulated and regulated chemicals. Please see the DDW's website at http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/EDT.shtml for unregulated and regulated chemicals.

6. Quality assurance and control measures.

B. The samples shall be analyzed using analytical methods described in 40 C.F.R. Part 136; or where no methods are specified for a given pollutant, by commercially available methods approved by the United State Environmental Protection Agency (USEPA) or DDW, Regional Board and/or State Board. The City shall select the analytical methods that provide reporting detection limits (RDLs) lower than the limits prescribed in waste discharge requirements.

C. The City shall instruct its laboratories to establish calibration standards so that the RDLs (or its equivalent if there is a different treatment of samples relative to calibration standards) are the lowest calibration standard. At no time shall the City use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

D. Upon request by the City, the Regional Board, in consultation with the USEPA or DDW and the State Board Quality Assurance Program, may establish RDLs in any of the following situations:

1 When the pollutant has no established method under 40 C.F.R. Part 136 (revised May 14, 1999, or subsequent revision);

2. When the method under 40 C.F.R. Part 136 for the pollutant has a RDL higher than the limit specified in this Order; or

3. When the City agrees to use a test method that is more sensitive than those specified in 40 C.F.R. Part 136 and is commercially available.

E. Samples of influent and disinfected effluent must be analyzed within allowable holding time limits as specified in 40 C.F.R. section 136.3. All quality assurance/quality control (QA/QC) analyses must be run on the same dates when samples were actually analyzed. The City shall make available for inspection and/or submit the QA/QC documentation upon request by the Regional Board. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the quarterly monitoring report.

F. Constituents of emerging concern (CECs): In recent years, the Regional Board has required monitoring of a select group of anthropogenic chemicals, particularly pesticides, pharmaceuticals and personal care products, known collectively as CECs, into monitoring and program requirements to better understand the propensity, persistence and effects of CECs in our environment. Recently adopted permits in this region contain requirements for CEC effluent monitoring, including identification of the CECs to be monitored in the effluent, sample type, sampling frequency, and sampling methodology.

1. The City shall monitor a selective list of CECs identified in Attachment C in the SPWRF's effluent discharge and in the groundwater. The reporting limits in Attachment C shall be used for these constituents.

2. The City shall select methods according to the following approach:

i. Use USEPA drinking water methods, if available;

ii. Use DDW-recommended methods for CECs, if available;

iii. If there is no DDW-recommended drinking water method for a chemical, and more than a single USEPA-approved method is available, use the most sensitive USEPA-approved method;

iv. If there is no USEPA-approved method for a chemical, and more than one method is available from the scientific literature and commercial laboratory, after consultation with DDW, use the most sensitive method; or

v If no approved method is available for a specific chemical, the City's laboratory may develop or use its own methods and should provide the analytical methods to DDW or the Regional Board for review and approval. Those methods may be used until DDW-recommended or USEPA-approved methods are available.

vi. In the event that subsections II.F.2.i. or II.F.2.v. are applicable, the City shall inform the Regional Board.

3. CECs identified in Attachment C shall be monitored once within six months from the effective date of this Order (by May 2, 2018) and once every five years thereafter. The Regional Board Executive Officer may add or delete chemicals from Attachment C as new analytical methods become available and may also make revisions to approved analytical methods as needed. A revised CECs list will be made available to the City when changes occur. The City shall request (and submit a justification for) any deviation from the attached list for Executive Officer approval, if a change is required, before collecting samples.

4. Monitoring results shall be reported as part of the annual report. Analysis under this section is for monitoring purposes only as there are currently no standards for these constituents.

III. REPORTING REQUIREMENTS

The City shall submit all reports to the Regional Board by the dates indicated in Section I. All quarterly and annual reports shall clearly list all non-compliance with WDRs, as well as all excursions of effluent limits. All quarterly and annual monitoring reports shall contain a separate section titled "Summary of Non-Compliance", which discusses the compliance records and corrective actions taken or planned that may be needed to bring the discharge into full compliance with WDRs.

A. Quarterly Monitoring Reports

1. These reports shall include, at a minimum, the following information:

   i. The volume of the effluent used for land disposal via percolation.

   ii. The date and time of sampling and analyses on the influent, effluent, and groundwater.

   iii. All analytical results of samples collected during the monitoring period of the influent, effluent, and groundwater.

   iv. Documentation of all QA/QC procedures that were followed during sampling and laboratory analyses.

   v. Records of any operational problems, plant upset and equipment breakdowns or malfunctions, and any discharge(s) used for land disposal via percolation.

   vi. Discussion of compliance, non-compliance, or violation of waste discharge requirements.

   vii. All corrective and/or preventive action(s) taken or planned with schedule of implementation, if any violation occurs.

2. For the purpose of reporting compliance with numerical limitations, analytical data shall be reported using the following reporting protocols:

   i. Sample results greater than or equal to the RDL must be reported "as measured" by the laboratory (i.e., the measured chemical concentration in the sample);

   ii. Sample results less than the RDL, but greater than or equal to the laboratory's method detection limit (MDL), must be reported as "Detected, but Not Quantified" (DNQ). The laboratory must write the estimated chemical concentration of the sample next to DNQ as well as the words "Estimated Concentration" (may be shortened to Est. Conc.); or

   iii. Sample results less than the laboratory's MDL must be reported as "None-Detected" (ND).

3. If the City samples and performs analyses (other than for process/operational control, startup, research, or equipment testing) on any sample more frequently than required in this MRP using approved analytical methods, the results of those analyses shall be included in the report. These results shall be included in the calculation of the average used in demonstrating compliance with average effluent limits, receiving groundwater limits, etc.

4. The Regional Board may request supporting documentation, such as daily logs of operations.

B. Annual Summary Reports

These reports shall include, at a minimum, the following information:

1. Tabular and graphical summaries of the monitoring data (quality of influent, effluent, and groundwater; quantity of influent and effluent to percolation ponds,) obtained during the previous calendar year. A comparison of laboratory results against effluent limits contained in these WDRs and notations of any exceedances of limits or other requirements shall be summarized and submitted at the beginning of the report.

2. Discussion of the compliance record and corrective and/or preventive action(s) taken or planned that may be needed to bring the treated effluent, including the treated effluent used for recycled water, into full compliance with the requirements in the WDRs.

3. An in-depth discussion of the results of the final effluent monitoring and groundwater monitoring conducted during the previous year includes:

   i. Any change of receiving groundwater resulting from effluent discharges at percolation ponds; and

   ii. Any change of groundwater flow pattern resulting from discharge via percolation ponds.

Temporal and spatial trends in the data shall be analyzed, with particular reference to comparisons between stations with respect to distances from the monitoring wells and comparisons to data collected during previous years. Appropriate statistical tests and indices, subject to approval by the Regional Board Executive Officer, shall be calculated and included in the annual report.

4. The description of any changes and anticipated changes including any impacts in operation of any unit processes or facilities shall be provided.

5. A list of the analytical methods employed for each test and associated laboratory QA/QC procedures shall be included. The report shall restate the laboratories used by the City to monitor compliance with the accompanying Order, their status of certification, and provide a summary of analyses.

6. The report shall confirm operator certification and provide a list of current operating personnel, their responsibilities, and their corresponding grade of certification.

7. The report shall also summarize any change of the Operation, Maintenance, and Monitoring Plan (OMM Plan) due to the optimization of the existing SPWRF operation. The summary shall discuss conformance with the SPWRF's OMM Plan for operations, maintenance, and monitoring of the SPWRF, and whether the OMM Plan requires revision for the current facilities.

IV. WATER QUALITY MONITORING REQUIREMENTS

A. Influent Monitoring

1. The City shall monitor influent to the SPWRF at Influent Pump Station located in the main stream of the influent channel prior to the headworks as specified in Table 2 below.

Table 2 – Influent Monitoring

Constituents	Units[1]	Type of Sample	Minimum Frequency of Analysis
Total waste flow	gpd	Recorder	Continuous[2]
$BOD_{5@20^oc}$	mg/L	Grab	Monthly
Total Suspended Solids	mg/L	Grab	Monthly
Chloride	mg/L	24-hour composite	Monthly
Sulfate	mg/L	Grab	Monthly
Boron	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Metals[3]	µg/L	Grab	Quarterly

Table Notes:

[1] gpd: gallons per day

mg/L: milligrams/liter
µg/L: micrograms/liter

[2] The City shall report the daily minimum, maximum, and average values.

[3] Metals include antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc.

B. Effluent Monitoring

1. The City shall monitor its discharge of tertiary-treated effluent at downstream of all treated effluent passing through the effluent sampling station, including the final disinfection process.

2. The following shall constitute the effluent monitoring program, specified in Table 3 below:

Table 3 – Effluent Monitoring

Constituent	Unit[1]	Type of Sample[2]	Minimum Frequency of Analysis
Total Flow	gpd	Recorder	Continuous[3]
UV	mW-s/cm[2]	Recorder	Continuous[3]
Turbidity	NTU	Recorder	Continuous[3][4]
pH	pH units	Grab	Daily
Fecal Coliform	MPN/100mL	Grab	Daily
Total Coliform	MPN/100mL	Grab	Daily
Enterococcus	MPN/100mL	Grab	Weekly
Total Suspended Solids	mg/L	24-hour composite	Monthly
$BOD_{5@20^oc}$	mg/L	24-hour composite	Monthly
Oil and Grease	mg/L	Grab	Monthly
Ammonia Nitrogen	mg/L	Grab	Monthly
Nitrate as Nitrogen	mg/L	Grab	Monthly
Nitrite as Nitrogen	mg/L	Grab	Monthly
Organic as Nitrogen	mg/L	Grab	Monthly
Residual Chlorine	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Sulfate	mg/L	Grab	Monthly
Chloride	mg/L	24-hour composite	Weekly
Boron	mg/L	Grab	Monthly
MBAS[5]	mg/L	24-hour composite	Quarterly
CTAS[6]	mg/L	24-hour composite	Quarterly

Table 3 – Effluent Monitoring			
Constituent	**Unit[1]**	**Type of Sample[2]**	**Minimum Frequency of Analysis**
Total hardness	mg/L	24-hour composite	Quarterly
Total Phosphorus	mg/L	24-hour composite	Quarterly
Constituents listed in Attachments A-1 to A-6	various	Grab/24-hour composite	Quarterly
CECs in Attachment C	various	Grab	Once within 6 Months and every 5 Years thereafter[7]
Remaining Priority Pollutants in Attachment D	µg/L	Grab/24-hour composite	Annually

Table Notes:

[1] NTU: nephelometric turbidity unit
mW-s/cm²: milli-watts seconds per square centimeter
MPN/100mL: Most Probable Number/100 milliliter
µg/L: micrograms/liter

[2] Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks. When an automatic composite sampler is not used, composite sampling shall be done as follows. If the duration of the discharge is equal to or less than 24 hours but greater than eight (8) hours, at least eight (8) flow-weighted samples shall be obtained during the discharge period and composited. For discharge duration of less than eight (8) hours, individual "grab" sample may be substituted. 24-hour composite is for semi-volatile and volatile chemicals.

[3] The City shall report the daily minimum, maximum, and average values.

[4] In the event the continuous turbidity meter and recorder fail, grab sampling may be substituted for a period of up to 24 hours. The turbidity samples must be taken at intervals of no more than 1.2 hours over a 24-hour period to determine compliance for turbidity.

[5] MBAS: Methylene Blue Active Substances

[6] CTAS: Cobalt Thiocyanate Active Substances

[7] CECs shall be monitored once within six months from the effective date of this Order (by May 2, 2018) and once every five years thereafter.

C. Groundwater Monitoring

1. The City shall monitor the groundwater at and surrounding the SPWRF to assess the water quality impact of the SPWRF's discharges to groundwater.

2. The City shall continue to conduct groundwater monitoring from all existing wells, including MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8, until such time as the City's work plan proposing a modified groundwater monitoring

network, described in Section IV.C.3 below, is approved by the Executive Officer and is implemented by the City.

3. By May 1, 2018, the City shall submit to the Regional Board a work plan proposing a modified groundwater monitoring network for compliance determination with the groundwater limitations. The proposed groundwater monitoring network shall include groundwater monitoring wells upgradient, cross gradient, and downgradient to the percolation pond. In addition to installation of new wells, the City may propose continuing to use some or all of the existing groundwater monitoring wells (MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8). For compliance determination with the groundwater limitation for chloride, the City's proposed modified groundwater monitoring network shall include wells at approximately 150 feet downgradient from the percolation pond. The work plan shall be submitted to the Regional Board for the Executive Officer's review and approval. If the City proposes to use existing wells (such as water supply or irrigation wells) not owned by the City, or proposes to install new wells on property not owned by the City, the City shall include as part of its work plan any access agreements between the City and property owner(s) to use and/or install groundwater wells on non-City-owned property. The City shall implement the work plan, by completing installation of any new wells and commencing monitoring from them, within 60 days after the Executive Officer's approval.

4. The required groundwater monitoring of constituents/parameter with sample type and frequencies is specified in Table 4 below.

Table 4 – Groundwater Monitoring

Constituents	Units	Type of Sample	Minimum Frequency of Analysis[2]
Water level elevation[1]	Feet	Recorder	Monthly
pH	pH units	Grab	Monthly
Total Coliform	MPN/100mL	Grab	Monthly
Fecal Coliform	MPN/100mL	Grab	Monthly
Enterococcus	MPN/100mL	Grab	Monthly
Ammonia nitrogen	mg/L	Grab	Monthly
Nitrate as nitrogen	mg/L	Grab	Monthly
Nitrite as nitrogen	mg/L	Grab	Monthly
Organic Nitrogen	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Sulfate	mg/L	Grab	Monthly
Chloride	mg/L	Grab	Monthly
Boron	mg/L	Grab	Monthly

Table 4 – Groundwater Monitoring			
Constituents	**Units**	**Type of Sample**	**Minimum Frequency of Analysis[2]**
Constituents listed in Attachments A-1 to A-5	Various	Grab	Annually
CECs in Attachment C	µg/L	Grab	Once within 6 Months and every 5 Years thereafter
Remaining Priority Pollutants in Attachment D	µg/L	Grab	Annually

Table Notes:

[1] Annual samples shall be collected during the dry season each year.

[2] Water level elevations must be measured to the nearest 0.01 feet, and referenced to mean sea level.

D. **Monitoring of Effluent Flow to Percolation Ponds**

The City shall record the volume in gallons per day (GPD) of treated wastewater discharged to the three percolation ponds. This information shall be submitted as part of the quarterly monitoring reports.

V. GENERAL MONITORING AND REPORTING REQUIREMENTS

A. The City shall comply with all Standard Provisions (Attachment B) related to monitoring, reporting, and recordkeeping.

B. For every requirement not met, the City shall submit a statement of the actions undertaken or proposed that will bring the treated effluent into full compliance with requirements at the earliest possible time, and submit a timetable for implementation of the corrective measures.

C. Monitoring reports shall be signed by either the principal Executive Officer or ranking elected official. A duly authorized representative of the aforementioned signatories may sign documents if:

1. The authorization is made in writing by the signatory;

2. The authorization specifies the representative as either an individual or position having responsibility for the overall operation of the regulated facility or activity; and

3. The written authorization is submitted to the Regional Board Executive Officer.

D. The monitoring report shall contain the following completed declaration:

"I certify under penalty of law that this document, including all attachments and supplemental information, was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment."

Executed on the ___ day of _____ at _____
_____ Signature
_____ Title

E. The City shall retain records of all monitoring information, including all calibration and maintenance, monitoring instrumentation, and copies of all reports required by this Order, for a period of at least three (3) years from the date of sampling measurement, or report. This period may be extended by request of the Regional Board at any time and shall be extended during the course of any unresolved administrative proceeding or judicial litigation regarding the regulated activity.

F. Records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements;
2. The individual(s) who performed the sampling or measurements;
3. The date(s) analyses were performed;
4. The individual(s) who performed the analysis;
5. The analytical techniques or methods used; and
6. The results of such analyses.

G. The City shall submit to the Regional Board, together with the first monitoring report required by this Order, a list of all chemicals and proprietary additives that could affect the quality of the treated effluent. Any subsequent changes in types and/or quantities shall be reported promptly. An annual summary of the quantities of all chemicals, listed by both trade and chemical names that are used in the treatment process shall be included in the annual report.

VI. WASTE HAULING REPORTING

In the event that waste sludge, septage, or other wastes are hauled offsite, the name and address of the hauler shall be reported, along with types and quantities hauled during the reporting period and the location of final point of disposal. In the event that no wastes are hauled during the reporting period, a statement to that effect shall be submitted in the quarterly monitoring report.

VII. PRETREATMENT REPORTING

The City shall submit annual reports to the Regional Board, with copies to the State Board, and USEPA Region 9, describing the City's pretreatment activities over the period.

A. The annual reports shall identify:

1. All significant industrial users (SIUs) that violated any standards or reporting requirements during that year;

2. The violations committed;

3. The enforcement actions undertaken; and

4. The status of active enforcement actions from previous periods, including closeouts (facilities under previous enforcement actions that attained compliance during the quarter).

B. By March 1 of each year, beginning January 1, 2018, the City shall submit an annual summary report to the Regional Board describing the pretreatment activities within the service area during the previous year. In the event that any control authority within the service area is not in compliance with any conditions or requirements of this Order or their approved pretreatment program (such as due to industrial user discharges, interjurisdictional agency agreement implementation issues, or other causes,) then the City shall also include the reasons for noncompliance and state how and when the City and the control authority shall comply with such conditions and requirements. The report shall contain, but not be limited to, the following information:

1. A summary of analytical results from representative, flow-proportioned, 24-hour composite sampling of the SPWRF's influent and effluent wastewaters for those pollutants that are known or suspected to be discharged by industrial users (IUs) as identified by the pretreatment program.

2. The summary shall include the result of annual full priority pollutant scan, with quarterly samples analyzed only for those pollutants detected in the full scan.

3. The City shall also provide any influent or effluent monitoring data for non-priority pollutants that the City believes may be causing or contributing to Interference, Pass Through or adversely impacting sludge quality.

4. Sampling and analysis shall be performed in accordance with the techniques prescribed in pretreatment program and amendments thereto.

5. A discussion of any upset, interference, or pass-through incidents at the treatment plant (if any), which the City knows or suspects were caused by IUs of the SPWRF system. The discussion shall include the following:

i. The reasons why the incidents occurred, the corrective actions taken, and, if known, the name and address of the IU(s) responsible.

ii. A review of the applicable pollutant limitations to determine whether any additional limitations, or changes to existing requirements, may be necessary to prevent pass through, interference or noncompliance with sludge disposal requirements, if any.

6. A complete and updated list of the City's significant industrial users (SIUs), including names, Standard Industrial Classification code(s) and addresses, and a list of any SIU deletions and/or additions.

7. The City shall provide a brief explanation for each deletion. The SIU list shall identify the SIUs equivalent to Federal Categorical Standards by specifying which standards are applicable to each SIU. The list shall also indicate which SIUs are subject to local limitations and those that are not subject to local limits.

8. A list or table characterizing the industrial compliance status of each SIU, including:

   i. SIU name and address;

   ii. Industrial category;

   iii. The type (processes) of wastewater treatment in place;

   iv. Number of samples taken by the SPWRF during the year;

   v. Number of samples taken by the SIU during the year;

   vi. Whether all needed certifications (if allowed) were provided by SIUs that have limits for total toxic organics;

   vii. Regional Standards violated during the year, reported separately;

   viii. whether the SIU at any time in the year was in Significant Noncompliance (SNC), equivalent to that defined in 40 C.F.R. section 403.12(f)(2)(vii);

   ix A summary of enforcement actions against the SIU taken during the year, including the type of action, final compliance date, and amount of fines assessed/collected (if any). Proposed actions, if known, should be included; and

   x. Number of inspections conducted at each SIU during the year.

9. A compliance summary table that includes:

   i. SIU's which were in SNC at any time during the year;

   ii. The total number of SIUs that are in SNC with pretreatment, compliance schedules during the year; and

   iii. The total number of notices of violation and administrative orders issued against SIUs during the year:

a. The total number of civil and criminal judicial actions filed against SIUs during the year;

b. The number of SIUs that were published as being in SNC during the year; and

c. The number of IUs from which penalties were collected during the year.

10. A short description of any significant changes in operating the pretreatment program that differ from the previous year including, but not limited to changes concerning:

    i. The program's administrative structure;

    ii. Local industrial discharge limitations;

    iii. Monitoring program or monitoring frequencies;

    iv. Legal authority or enforcement policy;

    v. Funding mechanisms; and

    vi. Resource requirements and/or staffing levels.

11. A summary of the annual pretreatment budget, including the cost of pretreatment program functions and equipment purchases.

12. A summary of public participation activities to involve and inform the public.

13. A description of any changes in sludge disposal methods and a discussion of any concerns not described elsewhere in the report.

14. The cumulative number of industrial users that the City has notified regarding Baseline Monitoring Reports and the cumulative number of industrial user responses.

15. The City shall submit the quarterly compliance status reports and the annual pretreatment report to the Regional Board.

VIII. MONITORING FREQUENCIES

The Regional Board Executive Officer is delegated authority to revise this Monitoring and Reporting Program, including monitoring frequencies and parameters. The City may make a request (with justification) to reduce the monitoring frequency or to modify the list of monitoring constituents. The City shall not make any adjustment until the Executive Officer provides written approval after determining that the request is adequately justified.

February 15, 2018

Michael Rock, City Manager
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93061

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CLAIM NO. 7017 1450 0002 1559 0639

WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2018-0022 AND CEASE AND DESIST ORDER NO. R4-2018-0023 FOR SANTA PAULA WATER RECYCLING FACILITY (SPWRF) – CITY OF SANTA PAULA (FILE NO. 06-189, CI NO. 9259, GLOBAL ID WDR100000849)

Dear Mr. Rock:

Our letter of February 5, 2018, transmitted the second revised tentative Waste Discharge Requirements and Cease and Desist Order (WDRs/CDO) for the Santa Paula Water Recycling Facility – the City of Santa Paula.

Pursuant to Division 7 of the California Water Code, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) at a public meeting held on February 8, 2018, reviewed the second revised tentative WDRs/CDO, considered all factors in the case, and adopted WDRs Order No. R4-2018-0022 and CDO No. R4-2018-0023 (copies enclosed) relative to this discharge. The adopted WDRs/CDO will be posted on the Regional Board's website at:

http://www.waterboards.ca.gov/losangeles/board_decisions/adopted_orders/

The City of Santa Paula shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under the WDRs/CDO, including groundwater monitoring data, discharge location data, and searchable Portable Document Format of monitoring reports to the State Water Resources Control Board GeoTracker database under Global ID WDR100000849.

If you have any questions, please contact the Project Manager, Dr. Don Tsai at (213) 620-2264 (Don.Tsai@waterboards.ca.gov), or me at (213) 576-6683 (Eric.Wu@waterboards.ca.gov).

Sincerely,

Eric Wu, Ph.D., P.E.
Chief of Groundwater Permitting Unit

Enclosures:

1. Waste Discharge Requirements Order No. R4-2018-0022
2. Attachments A to E
3. Cease and Desist Order No. R4-2018-0023

cc (via email):
Mr. John Ilasin – City of Santa Paula
Mr. Jim Kuykendall – Stantec
Ms. Ashli Desai – Larry Walker Associates
Ms. Stephanie Medina, Heal the Bay
Mr. William C. Stratton, County of Ventura Environmental Health Division
Mr. Jeff Pratt, Ventura County Public Works Agency
Mr. Chris Theisen, Ventura Regional Sanitation District
Mr. Mauricio E. Guardado, United Water Conservation District
Department of Fish and Game, Region 5
Ventura County Waterworks District 16
Mr. Donald Westerdale
Mr. David Lippert
Mr. Norman Bigott
Ms. Kate Nelswender
Ms. Katherine Malzacher
Dr. Edo McGowan
Mr. David W. Rowlands, City of Fillmore

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

320 West 4th Street, Suite 200, Los Angeles, California 90013
(213) 576-6600 • Fax (213) 576-6640
http://www.waterboards.ca.gov/losangeles/

CEASE AND DESIST ORDER NO. R4-2018-0023
FILE NO. 06-189

REQUIRING CITY OF SANTA PAULA TO UNDERTAKE ACTIONS TOWARD COMPLIANCE WITH CHLORIDE REQUIREMENTS IN WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES FROM SANTA PAULA WATER RECYCLING FACILITY

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) finds:

1. The City of Santa Paula (City or Discharger) is the owner of the Santa Paula Water Recycling Facility (SPWRF), a Publicly-Owned Treatment Works (POTW), located at 920 Corporation Street in Santa Paula, California. The SPWRF is operated by American Water and discharges tertiary-treated wastewater to groundwater via three percolation ponds adjacent to the facility.

2. The SPWRF treats wastewater generated within the City and is designed for a flow of 4.2 million gallons per day (MGD). Based on the discharge records between July 2010 and June 2017, the monthly average effluent discharged from the SPWRF ranged between 1.36 and 2.44 MGD, with an average of 1.86 MGD.

3. The wastewater treatment process at the SPWRF consists of preliminary treatment (coarse and fine mechanical screening and grit removal at the Influent Lift Station), flow equalization (two flow equalization tanks), secondary treatment (three aeration tanks with nitrification and denitrification activated sludge), tertiary treatment (six biomembrane reactors, providing further carbonaceous oxidation, nitrification/denitrification and solids removal to meet the limits of the WDRs), and disinfection (UV). Treated and disinfected effluent is discharged to three percolation ponds. The returned activated sludge is treated at two of three aerobic digesters (one aerobic digester is for backup) after being thickened at two thickeners. The solids generated at the aerobic digesters receive final dewatering at the screw dewatering press. Final solids meeting the United States Environmental Protection agency (USEPA) Class B reuse standards are sent to the Ventura County Regional Bio-Solids facility.

4. The SPWRF is able to meet all final effluent limitations in the City's waste discharge requirements (WDRs) except for chloride. This is due to the SPWRF not being designed to remove chloride. Since the SPWRF has no ability to remove chloride, chloride is passed through to the effluent and then groundwater via discharges to the percolation pond. Non-compliance with chloride effluent and groundwater limitations is the most problematic issue with the SPWRF. Table 1 summarizes the chloride concentrations of effluent discharged from the SPWRF.

Table 1 – Annual Average Chloride Concentrations[1] (milligrams/Liter, mg/L) in SPWRF Effluent	
Period	**Effluent of SPWRF**
2010	166
2011	153
2012	149
2013	155
2014	145
2015	134
2016	137
2017 (Jan – Jun)	141
Range[2]	**144.4 ± 8.2**

Table Notes:

[1] All data collected from grab samples.

[2] Data range is based on one standard deviation.

A. The monthly effluent chloride concentration ranged from 125 to 166 mg/L between July 2010 and June 2017, which continuously exceeded the chloride effluent limitation of 110 mg/L. This has led to an escalation of the chloride concentrations in groundwater below and surrounding the three percolation ponds with a range of 121 to 168 mg/L and an average of 140 mg/L since July 2010. The groundwater and effluent data indicate that the chloride discharges from the SPWRF have impacted the receiving groundwater quality in the vicinity of the SPWRF.

B. The elevated chloride concentrations in the effluent were believed to be associated with the approximately 1,250 Self-Regenerating Water Softeners (SRWS) installed in the households of the City. These SRWS generate brine containing elevated chloride concentrations, which are discharged to sewers and delivered to the SPWRF as influent.

C. According to the effluent data collected between October 2015 and June 2017, a total of 2,479 pounds/day (lbs/day) of chloride, based on the effluent flow rate of 2.2 MGD [95 percentile of monthly average effluent flows, resulting from data recorded between October 2015 (beginning of the SRWS Buyback Program) and June 2017] and a chloride effluent concentration of 135 mg/L, were discharged to the groundwater underlying the percolation pond.

5. The Regional Board issued three Notices of Violation (NOVs), described below, to the City for exceedances of the chloride effluent and groundwater limitations in Order No. R4-2007-0028. These NOVs required the City to implement corrective and preventative actions to bring the City's discharge into full compliance with chloride effluent limitations and receiving water requirements specified in Order No. R4-2007-0028, previously adopted by this Regional Board on May 3, 2007.

A. The November 3, 2011 NOV summarized chloride limit exceedances between the second quarter of 2010 and the third quarter of 2011. These violations included 15 exceedances of chloride and one exceedance of total nitrogen, di(2-ethyl)phthalate, and dioxin in effluent; and 1 exceedance of sulfate, 5 exceedances of chromium, 10 exceedances of aluminum, 1 exceedance of nickel and boron and nitrate plus nitrite, and 26 chloride exceedances of groundwater limitations.

B. The December 30, 2014 NOV summarized 36 and 88 chloride exceedances in effluent and groundwater, respectively, between the fourth quarter of 2011 and the third quarter of 2014.

C. The March 20, 2017 NOV summarized 27 and 50 chloride exceedances in effluent and groundwater, respectively, between the fourth quarter of 2011 and the fourth quarter of 2016.

6. The City's efforts to reduce the chloride concentration in the influent to the SPWRF are summarized below:

A. The City identified that the influent to the SPWRF contains brine with elevated chloride concentration from Self-Regenerating Water Softeners (SRWS). There are approximately 1,250 residential SRWS used in the City.

B. On September 5, 2006, the City established Ordinance No. 1160 prohibiting the installation or replacement of residential SRWS.

C. On June 22, 2015, the City adopted Resolution No. 6918 approving a SRWS Buyback and Incentive Program. This program offers a financial incentive to residents to voluntarily remove SRWS. A Kick-Off SRWS Buyback event was held on September 19, 2015. The removal of SRWS under this program began in October 2015. As of September 30, 2017, 255 of the approximately 1,250 SRWS have been removed. Table 2 summarizes the progress of SRWS removal by comparing the monthly average chloride concentration in the effluent compared to the accumulated number of SRWS removed. A reliable decreasing trend for chloride has not been observed in the effluent.

Table 2 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed

Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
April 2015	0	135
May 2015	0	134
June 2015	0	132
July 2015	0	136
August 2015	0	134
September 2015	0	129
October 2015	23	132

Table 2 – Monthly Average Chloride Concentration[1] in Effluent Compared to Accumulated Number of SRWS Removed		
Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
November 2015	46	133
December 2015	58	129
January 2016	74	146
February 2016	83	139
March 2016	96	138
April 2016	106	137
May 2016	115	138
June 2016	122	138
July 2016	125	134
August 2016	135	125
September 2016	158	133
October 2016	166	142
November 2016	196	140
December 2016	200	141
January 2017	220	146
February 2017	228	157
March 2017	233	143
April 2017	236	131
May 2017	243	134
June 2017	244	134
July 2017	247	129
August 2017	254	125
September 2017	255	129
Monthly Range[2]	---	136.4 ± 7.4

Table Notes:

[1]. All data collected from grab samples.

[2]. Data range is based on one standard deviation and results from data collected between October 2015 and September 2017.

7. To address the City's chloride exceedances in the effluent and groundwater, the Regional Board required the City to submit a Chloride Reduction Workplan. Board staff also met

with the City on several occasions to discuss the City's chloride exceedances. A summary of these events are as follows:

A. On December 19, 2013 and May 11, 2015, the Regional Board met with the City to discuss its Chloride Reduction Workplan. The City's Chloride Reduction Workplan includes the following tasks:

   i. Prohibit SRWS installations or replacements;

   ii. Implement a SRWS Buyback Program;

   iii. Implement a Recycled Water Program to reduce effluent discharged to the three percolation ponds; and

   iv. Implement Supplemental Strategies, if needed, including advanced treatment (e.g. reverse osmosis) and disposal of brine.

B. On January 28, 2016, Regional Board staff discussed with the City the necessary actions to reduce the chloride concentration in the effluent, which included the SRWS Buyback Program. The City also proposed to explore application of recycled water at locations other than identified groundwater hot spots and to conduct groundwater impact investigation and remediation activities. The City was notified that detailed schedules and milestones were required for all actions.

C. On March 8, 2016 and September 14, 2016, the City met with Regional Board staff to provide an update of its SRWS Buyback Program efforts. The City noted that five City employees were deployed to conduct door-to-door visits to encourage participation in the SRWS Buyback Program among 7,500 dwellings within the City.

D. On October 31, 2016, the City met with Regional Board staff to provide an update on the following topics:

   i. Status of implementing the chloride compliance strategy and potential for reduction of effluent discharged to the three percolation ponds via the City's Recycled Water Program;

   ii. Assimilative capacities for chloride at different groundwater locations beneath the City based on the Salt and Nutrient Management Plan for the Lower Santa Clara River Basin; and

   iii. Groundwater hot spots (i.e., chloride impaired areas with no assimilative capacity for recycled water applications) in the City.

8. On July 9, 2015, the Regional Board adopted Resolution No. R15-007, an amendment to the Basin Plan that incorporated stakeholder-developed groundwater quality management plan for salts and nutrients in the Lower Santa Clara River groundwater basins. Groundwater quality management measures were developed by stakeholders as part of the Salt and Nutrient Management Plan (SNMP) for the Lower Santa Clara River Basins in Ventura County. Such plans are a requirement of the State Water Resources Control Board's (State Water Board) Recycled Water Policy and are intended to maintain high quality waters and

to protect the beneficial uses of groundwater while promoting recycled water use throughout the state. The SNMP utilized a groundwater quality model that characterized the water quality in the Santa Paula Basin and examined the degree of impairment to water quality in the Basin. The model shows there is available assimilative capacity for salts and nutrients, including chloride, in most areas of the Santa Paula Basin to allow for recycled water projects consistent with the Recycled Water Policy. As described below, the City is planning to recycle effluent that is currently discharged to the percolation pond.

9. The City developed and utilized a simple spreadsheet mixing model, the *Groundwater Chloride Transportation Model* (Chloride Model), to analyze the effect of future effluent discharges on groundwater over time at various distances from the percolation pond. The City's modelling assumed some degradation of groundwater with respect to chloride within a limited range of mixing zone radius below and adjacent to the SPWRF, measured from the boundaries of the percolation pond. This distance is the maximum allowable distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less in order to provide protection to groundwater beneficial uses at the first encountered water supply wells which are at 150 feet away from the percolation ponds. Groundwater within the mixing zone will exceed the chloride GQO of 110 mg/L. Mass-volume balance calculations along with Darcy's Law are used to account for travel in porous media. The Chloride Model simulates instantaneous and complete mixing of ambient groundwater with effluent seepage reaching the water table from the percolation pond using SPWRF data for flow and chloride effluent concentrations. It was conservatively assumed that any effluent discharge to the percolation pond would infiltrate into the underlying aquifer and not be diverted for other uses. Groundwater parameters within the spreadsheet model were selected based on recent monitoring reports in order to be representative of average conditions within the vicinity of the SPWRF. The Chloride Model assumes an initial volume of groundwater underlying the ponds possessing background chloride concentrations of 136 mg/L. The volume of the existing groundwater body is calculated as the product of the radius of interest (150-1200 feet), an assumed saturated thickness of potentially impacted groundwater (50 feet), and the porosity of the underlying sediments (assumed to be 0.2) based on the low end of published literature values for a sand and gravel mixture. Based on the regional groundwater quality data documented in the SNMP, regional groundwater inflow is assumed to have a chloride concentration of 91 mg/L.

   On December 14, 2016, Regional Board staff met with the City to discuss the results of the Chloride Model, which evaluated compliance with the groundwater quality objectives beneath and adjacent to the three percolation ponds, for various discharge scenarios. Based on Regional Board staff's comments, the City implemented additional discharge scenarios in the Chloride Model, which was discussed in meetings held on February 8, 2017, February 17, 2017, July 24, 2017, and August 7, 2017.

10. The Chloride Model simulated chloride concentrations in the receiving groundwater resulting from chloride mass loading reduction in the three percolation ponds. The Model predicted GQOs being achieved at 150 feet away from the percolation pond when the total mass of chloride in the effluent is significantly reduced. The initial mass of chloride is calculated based on the average chloride effluent concentration of 135 mg/L and the discharge rate of 2.2 MGD, which results in 2,479 pounds total mass of chloride discharged per day. The reduction of chloride mass discharged to the percolation pond can be achieved by improving the effluent chloride concentration (e.g., source control or treatment), or diverting a

significant amount of flow for recycled water uses, or a combination of both in order to protect water supply wells AW01, AW02, and AW03, approximately 150, 150, and 300 feet, respectively, away from percolation pond. Water produced from these wells is primarily for agricultural irrigation use.

To achieve the chloride GQO of 110 mg/L in groundwater at least 150 feet away from the percolation pond, the City provided various effluent chloride concentration and allowable flow combinations (Table 3). Based on the hydrology and hydrogeologic condition at the SPWRF percolation ponds area, the higher the concentration of chloride in the effluent, the less volume and mass can be discharged to percolation ponds to comply with the chloride GQO in the Basin Plan. For example, if the chloride concentration in the effluent is 135 mg/L, only 0.07 MGD, which is equivalent to 79 pounds of chloride per day, could be discharged to the percolation pond to achieve the chloride GQO of 110 mg/L at 150 feet away from the percolation pond. If the chloride concentration in the effluent is reduced to 120 mg/L, then more flow (0.2 MGD) can be discharged to the percolation pond and achieve the chloride GQO 150 feet away from the percolation pond.

Table 3 – Groundwater Chloride Transportation Model - Continuous Discharge

Chloride Effluent Concentration	Flow to Percolation Ponds (% of 2.2 MGD)	Allowable Effluent Mass Load to Groundwater (Daily)	Chloride Groundwater Concentration at 150 feet
135 mg/L	0.07 MGD (3.2%)	79 pounds (lbs)	110 mg/L
130 mg/L	0.1 MGD (4.5%)	108 lbs	110 mg/L
125 mg/L	0.13 MGD (5.9%)	135 lbs	110 mg/L
120 mg/L	0.2 MGD (9.1%)	200 lbs	110 mg/L
115 mg/L	0.4 MGD (18.2%)	384 lbs	110 mg/L

11. To achieve compliance with the chloride GQO and to conserve potable water, the City plans to reduce the volume of effluent, and thus a reduction of the chloride mass discharged to the percolation pond by providing recycled water for various local uses. The Regional Board has evaluated the planned recycle projects and has determined that they will be consistent with the State Water Board's Recycled Water Policy and will still preserve available assimilative capacity within the Santa Paula Basin consistent with the SNMP. The mass-based effluent limitation for chloride in the City WDRs reflects the City's chosen compliance option. The groundwater limitations are based on the GQOs in the Basin Plan.

12. On December 22, 2015, the City submitted the Recycled Water Program Technical Report and Notice of Intent with the Title 22 Engineering Report to the State Water Board's Division of Drinking Water (DDW) for approval. DDW conditionally approved the Title 22 Engineering Report on August 19, 2016. On June 14, 2017, the Regional Board enrolled the City's recycled water program under separate Water Reclamation Requirements for Recycled Water Use Order WQ 2016-0068-DDW, issued by the State Water Board on June 7, 2016.

13. In the City's report, *Chloride Load Reduction Milestones*, submitted to the Regional Board on March 14, 2017, the City included the construction of reverse osmosis treatment at the

SPWRF as an option (under Supplemental Strategies), if needed, in order to comply with the chloride groundwater quality objective of 110 mg/L. The City will continue its source control efforts to remove SRWSs and will first focus on recycling most of its effluent in order to bring the groundwater back into compliance with GQOs. Progress with these efforts will be assessed at Year 2022 and determination will be made as to whether advanced treatment will be required to meet the chloride GQO at Year 2027. If advanced treatment is required, effluent limits will be applied in a way to ensure protection of all beneficial uses, including salt-sensitive crops.

14. Due to the following reasons, the City cannot immediately comply with the chloride effluent and groundwater limitations prescribed in the City's WDRs, Order No. R4-2018-0022: (1) elevated chloride concentrations in the influent, (2) the wastewater treatment process not currently designed to remove chloride out of the waste stream, and (3) time needed to construct recycled water pipelines to deliver recycled water to users. In addition, the current progress of the City's SRWS Buyback Program does not reliably ensure that the SPWRF will comply with the chloride effluent and groundwater limitations. Therefore, the Regional Board has determined that issuance of this Cease and Desist Order (CDO) is appropriate and necessary to put the City on the path towards compliance with the effluent and groundwater limitations for chloride set forth in the City's WDRs. This CDO requires the City to comply with interim chloride effluent and groundwater limitations and implement actions pursuant to a prescribed time schedule.

    By the end of the CDO schedule, there will be permitted degradation of groundwater with respect to chloride within a limited mixing zone radius downgradient and adjacent to the SPWRF percolation ponds, measured from the boundaries of the percolation pond to 150 feet. This distance is the shortest distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less. Groundwater within the 150-foot mixing zone will exceed the chloride GQO of 110 mg/L. Based on the available data, there are no water supply wells within the 150-foot mixing zone. The City can arrange for alternative water supplies for any well owners in the mixing zone, if any are discovered.

15. California Water Code (CWC) section 13301 provides in pertinent part "When a regional board finds that a discharge of waste is taking place, or threatening to take place, in violation of requirements or discharge prohibitions prescribed by the regional board or the state board, the board may issue an order to cease and desist and direct that those persons not complying with the requirements or discharge prohibitions (a) comply forthwith, (b) comply in accordance with a time schedule set by the board, or (c) in the event of a threatened violation, take appropriate remedial or preventive action...Cease and desist orders may be issued directly by a board, after notice and hearing."

16. As a result of the historical monitoring data and other activities described in this CDO, the Regional Board finds that a discharge of waste is taking place or threatening to take place in violation of requirements or discharge prohibitions prescribed by the Regional Board in the City's WDRs, Order No. R4-2018-0022. This CDO requires the City to take appropriate remedial action and to comply in accordance with the time schedule set forth below. The compliance schedules provide the City sufficient time to achieve compliance with the chloride requirements in its WDRs.

17. This Order includes interim effluent and groundwater limitations, identified below, and actions and milestones proposed by the City leading to compliance with the effluent and groundwater limitations for chloride. The interim effluent and groundwater limitations are based on gradual reductions in chloride mass loading. The established compliance schedule is as short as possible, taking into account the technological, operation, and economic factors that affect the design, development, and implementation of the remedial actions that are necessary to comply with the effluent and groundwater limitations.

18. A CDO is appropriate in these circumstances to allow time for the City to implement recycled water projects and continue its SRWS Buyback Program to bring the SPWRF into compliance with the effluent and groundwater limitations. The temporary exceedances allowed by this CDO are in the public interest given the significant environmental benefits associated with reducing chloride loading to groundwater to promptly achieve compliance with the effluent and groundwater limitations, and to allow for recycled water use throughout the City of Santa Paula, especially in light of California's historic drought and predictions for future climatological effects from climate change.

19. CWC section 13267 provides in pertinent part:

    (a) A regional board, in establishing or reviewing any water quality control plan or waste discharge requirements, or in connection with any action relating to any plan or requirement or authorized by this division, may investigate the quality of any waters of the state within its region.

    (b)(1) In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region . . . shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.

20. The technical and/or monitoring reports required by this CDO are necessary to assure compliance with the WDRs Order No. R4-2018-0022 and this CDO. The City operates the SPWRF that produces and discharges the waste subject to WDRs. The actions and reports required by this CDO are directly related to the City's compliance with these requirements and do not require expense that is not already required pursuant to the WDRs. This CDO provides time for the City to comply and to spread costs over several years. The burden of these actions and reports bears a reasonable relationship to the need for the actions and reports.

21. This CDO concerns an existing facility and does not significantly alter the status with respect to the SPWRF. The issuance of this Order is an enforcement action by a regulatory agency and is being taken for the protection of the environment. Therefore, issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21100, et seq.) in accordance with sections 15061(b)(3), 15301, 15306, 15307, 15308, and 15321(a)(2) of Title 14 of the California Code of Regulations.

22. The Regional Board has notified the City and interested agencies and persons of its intent to issue this CDO concerning compliance with the WDRs. The Regional Board accepted written comments, and heard and considered all comments and evidence pertaining to this matter in a public hearing.

23. Any person aggrieved by this action of the Regional Board may petition the State Water Board to review the action in accordance with California Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must *receive* the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

THEREFORE, IT IS HEREBY ORDERED that, pursuant to California Water Code sections 13301 and 13267, the City of Santa Paula, as owner of the SPWRF, shall comply with the following measures to ensure compliance with Order No. R4-2018-0022:

1. Cease and desist discharging chloride in violation or threatened violation of Order No. R4-2018-0022. No term or condition of Order No. R4-2018-0022 is superseded or stayed by this CDO.

2. The discharge of treated wastewater from the SPWRF shall not cause the exceedance of the following groundwater limitations in Table 4 below. Comply immediately with the interim effluent and groundwater limitations for chloride prescribed in Table 4, below, and in accordance with the following schedule.

Table 4 – Interim Chloride Limitations

Effluent Limitation (Monthly Average)	Mass Reduction	Groundwater Limitation (Monthly Average)	Deadline
2,479 lbs/day[1]	0%	136 mg/L[2]	February 8, 2018
2,231 lbs/day[1]	10%	136 mg/L[2]	February 8, 2020
1,983 lbs/day[1]	20%	136 mg/L[2]	February 8, 2021
1,240 lbs/day[1]	50%	131 mg/L[1]	February 8, 2023
744 lbs/day[1]	70%	129 mg/L[1]	February 8, 2025
124 lbs/day[1]	95%	114 mg/L[1]	February 8, 2027

Footnote:

[1] Based on the City's *Chloride Load Reduction Milestones* dated August 8, 2017.

[2] Based on the 95th percentile of chloride effluent concentrations during the implementation of the SRWS Buyback Program from October 2015 to September 2017.

3. Comply with the following remedial actions and milestones according to the time schedule below:

   A. By **May 1, 2018**, the City shall submit a technical report evaluating the long-term effectiveness of the SRWS Buyback Program for the reduction of chloride concentration in the SPWRF's effluent and the groundwater.

   B. By **August 1, 2018**, the City shall submit a *Groundwater Chloride Investigation and Well Protection Workplan* (with schedules and milestones) for the Executive Officer's review and approval. The City shall implement this Workplan within 120 days from the Executive Officer's approval. The Workplan shall:

      i. Identify the names/numbers and locations of the groundwater monitoring wells to determine site-specific groundwater flow direction and gradient for the purposes of adequately assessing any impacts of chloride discharges to the quality of the receiving groundwater;

      ii. Identify all water supply wells that may be influenced by the discharge of chloride from the SPWRF, the well structures, ownership and associated groundwater quality; and

      iii. Include an approach to ensure that groundwater quality influenced by the discharge of chloride from the SPWRF and delivered from agricultural water supply wells to irrigate salt-sensitive crops be no higher than 117 mg/L. Alternatively, the City may voluntarily provide alternative water supplies to private well owners to irrigate salt-sensitive crops, upon request by the well owners.

   C. By **February 1, 2019**, the City shall submit the infrastructure design for recycled water delivery from the SPWRF, including all layouts of recycled water use pipelines and pump stations.

   D. By **August 1, 2020**, the City shall complete all necessary regulatory requirements, including compliance with the California Environmental Quality Act (CEQA), and obtain all necessary permits for construction and/or installation of pipelines.

   E. By **May 1, 2022**, the City shall complete infrastructure construction and/or installation of recycling pipelines for recycled water delivery and uses.

   F. By **August 1, 2022**, if the City's recycled water efforts are not on track to meet the 50% mass reduction requirement in accordance with Table 4, above, the City shall develop an alternative approach, or combination of approaches, for effluent chloride reduction. A stakeholder working group should be assembled as alternatives are discussed and recommended. Stakeholders should include neighboring property owners, local water agencies, and agricultural growers of salt-sensitive crops. Alternatives that can be considered include, but are not limited to, treatment or partial treatment of chloride in the effluent, wellhead treatment, a proposed Basin Plan amendment for Regional Board consideration (e.g., averaging period and/or a site-specific chloride GQO) that would protect beneficial uses, and other combinations of approaches to remediate the local groundwater and protect beneficial uses.

G. If the City has not achieved the required 50% mass reduction in accordance with Table 4, above, the City shall submit an *Alternative Effluent Chloride Mitigation Workplan* to the Regional Board by **March 15, 2023** for Executive Officer review and approval. The Workplan shall identify the City's alternative approach, or combination of approaches, for effluent chloride reduction and shall include proposed interim milestones and deadlines. If the City's alternative approach includes a proposed Basin Plan amendment for Regional Board consideration that would protect beneficial uses, the City shall include supporting scientific and technical information and analysis demonstrating that beneficial uses would be protected, as well as documentation that such a proposal was discussed in detail by the stakeholder working group. The City shall present the alternative approach(es) identified in its *Alternative Effluent Chloride Mitigation Workplan* to the Regional Board as an information item at a regularly scheduled Board meeting by **May 15, 2023**. The City shall implement its *Alternative Effluent Chloride Mitigation Workplan* within 60 days of the Executive Officer's approval.

H. As soon as possible, but no later than **February 8, 2028**, the City shall achieve full compliance with the effluent and groundwater limitations for chloride prescribed in Order No. R4-2018-0022.

I. After each date listed in subsection A. through F. above, the City shall provide a verbal report at the next regularly scheduled Board meeting pertaining to the compliance, or lack thereof, with the requirement.

J. Subsections F. and G., above, do not limit the City's ability to propose a Basin Plan amendment for Regional Board consideration prior to March 15, 2023. At any time during the term of this CDO, the City may propose a Basin Plan amendment that the Regional Board will consider, including an averaging period and/or a site-specific chloride GQO that protects beneficial uses. As with subsection G., the City shall include supporting scientific and technical information and analysis demonstrating that beneficial uses would be protected, as well as documentation that such a proposal was discussed in detail by a stakeholder working group.

4. Submit quarterly progress reports on the status of the City's compliance with the effluent and groundwater limitations for chloride in Order No. R4-2018-0022 and this CDO.

A. Each quarterly progress report shall include, but is not limited to:

i. ***Continuous SRWS Buyback Program Assessment*** – The City shall report its progress on the SRWS Buyback Program and evaluate whether the Program is resulting in chloride reductions in the effluent and groundwater.

ii. ***Groundwater and Well Protection Program*** – The City shall report its progress on implementing the *Groundwater Chloride Investigation and Well Protection Workplan*, including the actions taken to protect water supply wells influenced by the discharge of chloride from the SPWRF.

iii. ***Alternative Effluent Chloride Mitigation Implementation*** – The City shall provide the progress of implementing the alternative effluent chloride mitigation workplan and evaluate the compliance with the schedule and milestones set forth in the CDO and WDRs.

B. Quarterly progress reports shall be *received* by the Regional Board by the 30th day of the month following the end of each quarterly monitoring period according to Table 5, below. The first report is due by April 30, 2018.

Table 5 – Reporting Period and Due

Quarterly Report	Reporting Period	Report Due*
First Quarter	January - March	April 30
Second Quarter	April - June	July 30
Third Quarter	July - September	October 30
Fourth Quarter	October - December	January 30
Annual	January - December	April 30

*If a deadline falls on a Saturday, Sunday, or State holiday, the report must be received by the next business day.

5. Any person signing a document submitted under this CDO shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

6. In accordance with California Business and Professions Code sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. All technical reports specified herein that contain work plans for, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professional(s), even if not explicitly stated. Each technical report submitted by the City shall contain the professional's signature and/or stamp of the seal.

7. The City shall submit all reports required under this CDO, including groundwater monitoring data in Electronic Data Format, well and discharge location data, and searchable Portable Document Format (PDF) of reports and correspondence, to the State Water Board's GeoTracker database under Global ID WDRs 100000849.

8. If the City fails to comply with any provision of this CDO, the Regional Board may take any further action authorized by law. The Executive Officer, or his/her delegee, may take appropriate administrative enforcement action pursuant, but not limited to, California Water Code sections 13268 and/or 13350. The Regional Board may also refer any violations to the Attorney General for judicial enforcement, including injunction and civil monetary remedies.

9. This CDO may be reopened at the Regional Board's discretion to consider limits or other requirements for the SPWRF and may specifically be reopened to make revisions consistent with the City's efforts to reduce chloride discharge from the SPWRF.

10. This Order becomes effective immediately upon issuance.

I, Samuel Unger, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, February 8, 2018.

Samuel Unger, P.E.
Executive Officer

EXHIBIT B
SCOPE OF SERVICES

The Scope of Services[1] for this Agreement by VRSD include those listed below for operations, maintenance. repair, and replacement of facilities and equipment related to the City's WRF. Unless more specifically set forth in the Agreement, VRSD shall provide all labor, materials, and supplies as described in more detail below:

A. WRF Operations Management

1. PERSONNEL MANAGEMENT

a. VRSD shall operate, maintain, and monitor the WRF such that the WRF is staffed or monitored seven days per week, 24 hours per day. At a minimum, the WRF shall be staffed by qualified personnel between the hours of 7:00 AM and 4:00 PM every day of the year during the term of the Agreement.

b. VRSD shall guarantee and provide certified operations staff, as required by federal, state, and local laws, that include at a minimum:

i. One (1) Grade IV Operator as Chief Plant Operator.

ii. One (1) Grade III Operator as Operator-In-Charge at all times the plant is operating.

iii. Two (2) Grade II or I Operators.

iv. Part-Time Mechanic to be available on an "On call or as needed" basis.

c. VRSD is authorized to lead and direct all crews assigned to the operation and maintenance of the WRF, as defined in Scope of Services, regardless of whether the crews are composed of VRSD employees, City employees, subcontractors, or City-retained consultants, engineers, or VRSDs.

d. VRSD shall be responsible for training of personnel to maintain their certification and improve their knowledge.

e. VRSD shall implement the Site-Specific Safety Plan, which is incorporated herein by referenced, and adhere to all OSHA requirements for all personnel employed or managed by OPERATOR who are involved with the WRF.

[1] See also Agreement, Article 1, section f. "Services" and Article 3: Scope of Services

2. ONGOING OPERATION, MAINTENANCE AND EMERGENCY REPAIR

a. VRSD shall comply with the CITY's existing WRF Operations and Maintenance (O&M) Manual and Standard Operating Procedures (SOPs), both the O&M Manual and SOPs are incorporated herein by reference, and may make appropriate changes, modifications, and edits to the O&M and SOPs to facilitate WRF compliance with Applicable Laws, Plans, Policies, and Regulations. VRSD agrees to make the O&M and SOPs visible and readily available for review at the Operations Building.

b. VRSD shall maintain in good condition any CITY operating equipment, buildings, materials, supplies, documents, manuals, specification copies used by the VRSD and shall duly account to the CITY as a fiduciary thereof for those possessions until the time the CITY assumes the responsibilities relating to the respective function for which the property was utilized by VRSD.

c. VRSD shall diligently respond to all service calls for outages, stoppages, overflows, breaks, or emergencies, if any, regarding wastewater treatment, and in no event later than one (1) hour after being notified of such incidents by the CITY.

d. VRSD will add or replace necessary chemicals to maintain acceptable quality levels necessary for operation of the WRF in accordance with Applicable Laws, Plans, Policies, and Regulations.

e. VRSD shall remove and dispose of trash and debris within the WRF site, including parking areas, percolation ponds and banks, and perimeter fencing.

f. VRSD shall manage maintenance repairs for the CITY's WRF, through ongoing evaluation and documentation of WRF operations.

g. VRSD shall maintain an adequate supply of spare parts to ensure continuous operation of the WRF at full capacity. VRSD shall prepare and maintain a list of required spares for CITY purchase. VRSD requests for repairs and replacements to the WRF must be submitted to the CITY with the proper documentation prior to performing the work, unless emergency conditions arise and action must be taken to prevent damage, injury, or system overflows or regulatory noncompliance. Any repairs and replacements determined by VRSD shall be approved by the CITY in accordance with CITY purchasing guidelines.

h. VRSD may either purchase materials and services necessary to perform the Scope of Services through the CITY's purchasing system and in accordance with City Purchasing Policy, which are incorporated herein by reference, or purchase materials and services necessary for urgent or emergency repairs directly and submit detailed receipts for reimbursement by the City.

i. VRSD shall have no responsibility or obligation for Capital Improvement Project expenditures, or making any capital improvements to the City's WRF unless authorized to do so in accordance with Section 6.4 of the Agreement.

j. VRSD shall complete and submit an overall WRF Condition Evaluation of the WRF assets within 120 days of Agreement effective date subject to the terms and conditions set forth in Section 6.2.

k. VRSD will cooperate with the CITY in enforcing all equipment warranties and guarantees, and administer and comply with all equipment warranty and guarantee requirements.

3. EMERGENCIES

a. In the event of an Emergency the VRSD shall immediately be prepared to implement the existing Emergency Response Plan, which is incorporated herein by reference. Emergencies within VRSD's capabilities should be resolved in a timely manner.

b. In any Emergency affecting the safety of persons or property, VRSD may act without written approvals from the City, at VRSD's discretion, to prevent threatened damage, injury, or loss of life.

c. If the CITY unreasonably refuses to approve or delays in giving its approval for the Emergency work as determined by VRSD, failure to perform any such Emergency work by VRSD shall not impose any liability for errors or omissions or Damages upon VRSD.

4. OVERFLOWS AND SPILLS

VRSD must use its best reasonable efforts to prevent WRF overflows utilizing the existing Overflow and Spill Contingency Plan that address spills, overflows, upsets, and WRF system or equipment failures. In the event VRSD discovers that overfall has left the WRF site, VRSD must immediately notify the CITY and prepare all required reports to the Regional Water Quality Control Board, Office of Emergency Services, and all other agencies to which reports are required to be made.

5. BIOSOLID MANAGEMENT

a. VRSD shall assure that all produced biosolids from the WRF are scheduled to be removed from the premises as required to minimize odors while maintaining cost

efficiency. VRSD shall provide copy of biosolids report to the CITY. Biosolids disposal for the WRF is currently provided under contract to Synagro, a composting facility in Kern County.

b. VRSD shall assist the CITY in maintaining all governmental approvals required for the disposal or beneficial use of sewage sludge.

6. ODOR CONTROL

VRSD shall actively pursue WRF management operations that reduce the generation of odors. VRSD shall perform ongoing maintenance and repairs that minimize the generation of odors.

7. HAZARDOUS WASTE

Any Hazardous Waste or Hazardous Materials generated by the WRF in any of its activities will be disposed of by VRSD, accordance with applicable federal and state laws.

8. ACCESS

a. VRSD will ensure that WRF is locked, alarm is set & properly working, and all gates are secured. VRSD will ensure alarms are tested monthly.

b. VRSD will make access to the WRF available to CITY staff at all times, provide CITY staff with access codes and keys to facilities, and provide updated codes and keys to CITY staff within four (4) hours of making any changes.

9. LABORATORY MONITORING, REPORTING & COMPLIANCE

a. VRSD will arrange for sample collection and analysis of any parameters required for process monitoring or regulatory compliance that cannot be tested at the WRF laboratory. Currently only water quality parameters from the WDRs that can be tested at the facility are pH and dissolved oxygen.

b. VRSD will provide calibration and verification of accuracy of any in-house analytic monitoring equipment in accordance with EPA, State, and Laboratory QA/QC Program.

c. VRSD shall comply with all permitting and monitoring requirements of the Ventura County Air Pollution Control District (APCD).

10. FINANCIAL ACTIVITIES AND RECORDS

a. The VRSD shall retain, and furnish if the CITY requests, all books, records, documents, data, and other material relevant to all matters covered, directly or

indirectly, by this Agreement for a period of six (6) years after the expiration of this Agreement. The VRSD shall at all reasonable times during any Term and during said 6-year period, and as often as the CITY may deem necessary in its sole discretion, make available for examination, and permit the CITY or its designated authorized representative to audit and inspect all books, records, documents, data, and other material.

b. VRSD shall utilize computer and software systems that are compatible with CITY systems, such as Windows 7 or better and latest versions of Microsoft Office unless otherwise approved by the CITY. For example, the CITY utilizes the ESRI program and is contracted with the County of GIS.

c. VRSD shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the WRF. Such records will become property of the CITY and shall include, but not be limited to reports related to the WDRs.

d. VRSD will provide updates for record keeping and documentation of record drawings associated with the WRF, and repairs, maintenance, and construction.

11. REPORTING

a. VRSD shall prepare and submit monthly and annual regulatory reports in accordance with the current Waste Discharge Requirements ("WDR") and Monitoring and Reporting Plan ("MRP"). Such reports shall meet all reporting and monitoring requirements of Los Angeles Regional Water Quality Control Board and such reports will be uploaded to the SWRCB "Geotracker" database.

b. VRSD shall be responsible for all permit requirements from Ventura County Air Pollution Control District, including all monitoring and reporting requirements under that permit.

c. VRSD shall daily record (and maintain log at the WRF), and prepare and submit Monthly Reports to the CITY detailing plant operations and maintenance activities including:

i. All repairs and preventative maintenance activities.
ii. Odor complaints.
iii. Call-outs.
iv. Plant effluent water quality constituents for the month trended for the preceding twelve months.
v. Any constituents of regulatory concern.
vi. Plant disinfection effectiveness.
vii. Monthly discharge schedules.
viii. Monthly power consumption and cost trended for a twelve-month period.

ix. Sludge processing production.
x. Tour and visitor summary.
xi. Staffing details.
xii. Membrane operational parameters.
xiii. Facility maintenance summary.
xiv. Work orders issued, completed, and remaining open summary.
xv. Equipment out of service report.
xvi. Safety and security report.
xvii. Status of capital improvements, maintenance, and repairs performed or coordinated.

d. Parties acknowledge and agree that ultimate legal responsibility and any legal liability for reporting noncompliance shall remain with the City.

Exhibit C

WRF Design Parameters

Average Flow	3.4 MGD
Peak Daily Flow	7.2 MGD
Influent COD	736 mg/L
COD Loading at Annual Dry Weather Flow	20,870 mg/L
Influent Oil & Grease	15 mg/L
Annual Average Influent TSS	210 mg/L
TSS Loading at Annual Dry Weather Flow	5,955 lbs/day
Influent BOD	321 mg/L
BOD Loading at Annual Dry Weather Flow	9,102 lbs/day

EXHIBIT D

VENTURA REGIONAL SANITATION DISTRICT
HOURLY RATES
JULY 1, 2020 THROUGH JUNE 30, 2021

			FY 2020		FY 2021	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$86	$129	$84	$126
CA	207	Administrative Assistant	$86	$129	$84	$126
CA	601	Fiscal Assistant	$88	$132	$86	$129
CA	605	Senior Fiscal Assistant	$88	$132	$86	$129
CA	208	Executive Assistant/Clerk of the Board	$104	$156	$103	$155
CA	103	Management Analyst	$119	NA	$114	NA
CA	109	Senior Management Analyst	$119	NA	$114	NA
CA	112	Safety Officer	$119	NA	$121	NA
CA	607	Accountant	$119	NA	$114	NA
CA	608	Senior Accountant	$119	NA	$114	NA
CA	111	Human Resources Manager	$132	NA	$131	NA
CA	502	Director of Finance	$175	NA	$175	NA
CA	501	General Manager	$194	NA	$197	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$86	$129	$84	$126
WWW	207	Administrative Assistant	$86	$129	$84	$126
WWW	909	W/WW Helper	$69	$103	$66	$103
WWW	908	W/WW Worker	$92	$138	$90	$135
WWW	911	Electrical/Mechanical Worker	$105	$158	$104	$156
WWW	916	W/WW Operator in Training	$105	$158	$104	$156
WWW	905	W/WW Treatment Operator I	$105	$158	$104	$156
WWW	906	W/WW Treatment Operator II	$105	$158	$104	$156
WWW	910	W/WW Treatment Operator III	$105	$158	$104	$156
WWW	913	W/WW Treatment Operator IV	$105	$158	$104	$156
WWW	914	W/WW Treatment Operator V	$105	$158	$104	$156
WWW	450	Environmental Resource Analyst	$112	$168	$110	$165
WWW	901	Instrumentation Technician	$106	$159	$107	$161
WWW	915	Electrical & Instrumentation Control Supervisor	$130	NA	$131	NA
WWW	720	W/WW Operations Supervisor	$130	NA	$131	NA
WWW	723	W/WW Operations Superintendent	$162	NA	$141	NA
WWW	950	Operations Manager	$173	NA	$172	NA
SW	820	Solid Waste Equipment Operator	$105	$158	$104	$156
SW	314	Engineering Technician	$106	$159	$107	$161
SW	320	Engineer	$130	NA	$131	NA
SW	315	Senior Engineer	$130	NA	$131	NA
SW	319	Senior Engineering Technician	$130	$195	$131	$197
SW	506	Director of Operations	$175	NA	$175	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services: 15%

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2020 THROUGH JUNE 30, 2021

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Air Compressor				$150		
Airless Sprayer Epic 660B				$52.50		
Bulldog Nozzle		$37.50				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$30		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$75		
Compressor, Air				$150		
Computer, Laptop				$75		
Concrete Mixer				$75		
Confined Space Tripod/Harness System w/air blower				$75		
Debris Catcher				$37.50		
Digital Manometer		$1.50				
Epoxy Injection Machine				$465		
Fleet Vehicle Use (mileage)	$1.50					
Fuel Filtering System				$82.50		
Gas Analyzer (GEM)						$342
Gas Scope (meter)		$30				
Generator - 2kw				$37.50		
Generator - 5kw				$37.50		
Generator - 70kw				$150		
Grunfos Control Box		$22.50				
Laptop computer				$75		
Laser Alignment Equipment				$112.50		
Lateral Camera (use = each lateral)		$150				
Load Bank				$67.50		
Locator (or metal detector)				$37.50		
Manhole Rehab Equipment = $97.50/vertical foot		$97.50/vft				
Metal Detector (Locator)				$37.50		
Meter - Electrical Conductivity		$7.50				
Meter - QED Flow Cell Meter		$30				
Mule (ATV)						$420
Oil System				$60		
Peristolic Pump		$30				
pH, Field Tests		$7.50				
Polymixer						$195
Portable Hydrorodder				$562.50		
Portable Welder				$30		
Pressure Washer			$7.50	$60		
Pressure Washer - High Pressure/Hot Water				$82.50		

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2020 THROUGH JUNE 30, 2021

	CHARGE					
EQUIPMENT	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$82.50		
Pump - 3" Pump				$60		
Pump - 4" Godwin				$150	$840	$3,375
Pump - 4" Trailer-Mounted Pump				$90	$504	$2,025
Pump - Dewatering Pump (Potable)				$75	$225	$600
Pump - Diaphragm Pump				$150	$840	$3,375
Pump - King Pump				$150	$840	$3,375
Pump - Trash Pump, 6"				$150	$840	$3,375
Pumper Trailer				$75		
Push Camera				$112.50		
Root Saw or Chain Scraper				$37.50		
Sampler - Automatic (ISCO)		$45				
Sandblaster				$67.50		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$45-$195		
Sprayer, Airless and Manhole				$150		
Sprayer, Extreme Airless				$375		
Test Bench, Water (Ford)						$375
Traffic Control Items (cones/signs)				$45		
Vactor with Chase Truck (for traffic control) *			$112.50	$866.25		
Vactor without Chase Truck *			$93	$825.00		
Vacuum Truck *				$472.50		
Vehicle - MULE (all terrain vehicle)						$420
Vehicle - Standby Truck w/crane, pump, & tank		$37.50				
Vehicle or Forklift				$37.50		
Vehicle #2148 (Assigned to TWSD)						$815
Vehicle #2149 (Assigned to TWSD)						$1,550
Vehicle #2131 (Assigned to TWSD)						$620
Video Inspection Vehicle (TV Van) *				$472.50		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$90		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$22.50				
Consumables				$4.50		
Float Switch		$79.50				
Float Weight		$15				

EXHIBIT E

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES
JULY 1, 2021 THROUGH JUNE 30, 2022

			FY 2021		OPTION A FY 2022		OPTION B FY 2022	
CENTRAL ADMINISTRATION								
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$84	$126	$85	$128	$85	$128
CA	207	Administrative Assistant	$84	$126	NA	NA	NA	NA
CA	209	Office Assistant	NA	NA	NA	NA	NA	NA
CA	601	Fiscal Assistant	$86	$129	$82	$123	$82	$123
CA	605	Senior Fiscal Assistant	$86	$129	$82	$123	$82	$123
CA	208	Executive Assistant/Clerk of the Board	$103	$155	$107	$161	$107	$161
CA	103	Management Analyst	$114	NA	NA	NA	NA	NA
CA	109	Senior Management Analyst	$114	NA	NA	NA	NA	NA
CA	112	Safety Officer	$121	NA	$135	NA	$135	NA
CA	607	Accountant	$114	NA	$130	NA	$130	NA
CA	608	Senior Accountant	$114	NA	$130	NA	$130	NA
CA	111	Human Resources Manager	$131	NA	$147	NA	$147	NA
CA	502	Director of Finance	$175	NA	$209	NA	$209	NA
CA	501	General Manager	$197	NA	$234	NA	$234	NA
OPERATIONS								
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$78	$117	$85	$128
WWW	207	Administrative Assistant	$84	$126	$78	$117	$85	$128
WWW	909	W/WW Helper	$66	$103	$76	$114	$83	$125
WWW	908	W/WW Worker	$90	$135	$96	$144	$102	$153
WWW	911	Electrical/Mechanical Worker	$104	$156	$108	$162	$114	$171
WWW	916	W/WW Operator in Training	$104	$156	$108	$162	$114	$171
WWW	905	W/WW Treatment Operator I	$104	$156	$108	$162	$114	$171
WWW	906	W/WW Treatment Operator II	$104	$156	$108	$162	$114	$171
WWW	910	W/WW Treatment Operator III	$104	$156	$108	$162	$114	$171
WWW	913	W/WW Treatment Operator IV	$104	$156	$108	$162	$114	$171
WWW	914	W/WW Treatment Operator V	$104	$156	$108	$162	$114	$171
WWW	450	Environmental Resource Analyst	$110	$165	$124	$186	$131	$197
WWW	901	Instrumentation Technician	$107	$161	$129	$194	$135	$203
WWW	915	Electrical & Instrumentation Control Supervisor	$131	NA	$129	NA	$135	NA
WWW	720	W/WW Operations Supervisor	$131	NA	$137	NA	$144	NA
WWW	723	W/WW Operations Superintendent	$141	NA	$158	NA	$165	NA
WWW	950	Operations Manager	$172	NA	$158	NA	$165	NA
SW	820	Solid Waste Equipment Operator	$104	$156	$108	$162	$114	$171
SW	314	Engineering Technician	$107	$161	$129	$194	$135	$203
SW	320	Engineer	$131	NA	$137	NA	$144	NA
SW	315	Senior Engineer	$131	NA	$137	NA	$144	NA
SW	319	Senior Engineering Technician	$131	$197	$137	$206	$144	$216
SW	506	Director of Operations	$175	NA	$161	NA	$167	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services: 15%

AMENDMENT NO. 1 TO VRSD CONTRACT NO. 21-004
AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN THE
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT

This Amendment ("Amendment") to the Agreement for Wastewater Facility Operation, Management & Maintenance Agreement is made and entered into this 18th day of May, 2022 by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City") and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq* ("VRSD"). Together, VRSD and City are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

RECITALS

A. City and VRSD entered into a Wastewater Facility Operation, Management & Maintenance Agreement dated April 15, 2021 ("Agreement"), whereby VRSD agreed to manage, operate, and maintain the City's Water Recycling Facility;

B. City and VRSD have determined that this Amendment helps VRSD to continue offering cost-effective, essential, public services to public agency wastewater clients; and

C. City and VRSD now desire to amend the Agreement for the first time to extend the term of the Agreement and alter the termination and compensation provisions.

NOW, THEREFORE, based upon valuable and adequate consideration set forth below and the Recitals stated above, the Parties mutual agree to be bound by the following amendments to the Agreement:

1. TERMS

1.1 Amendment.

(a) The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

"4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2026. Parties may extend the Agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided."

"4.2 Termination by City. City may terminate this Agreement in the event of a material default by VRSD in any of VRSD's obligations hereunder. For purposes of this Agreement, a material default shall be defined as VRSD's failure to perform any of the obligations contained in Article 3: Scope of Services herein. Such termination by City

shall be effective 60 days after VRSD's receipt of written notice from City specifying the default. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD from liability for such default. In case of termination of this Agreement by City for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default."

"4.3 Termination by VRSD. VRSD may terminate this Agreement in the event of a material default by City in any of City's obligations hereunder. For purposes of this Agreement, a material default shall be defined as City's failure to perform any of the obligations contained in Article 6: Operational Costs and Compensation For Services. Such termination by VRSD shall be effective 60 days after City's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of City shall not relieve City from liability for such default nor for payment to VRSD for services rendered up to the date of termination."

"5.1 Operational Costs. City shall pay to VRSD the entire cost to VRSD of performing the Services which shall be $ 1,171,920 for FY 2022-23. City shall be billed only for costs incurred. City shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from City. For this Agreement, the entire cost to City shall include:

a. For personnel services (for FY 2022-2023), the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit "B" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Article 5.2 each year, thereafter.

b. For purchase of supplies, equipment, and services, the actual cost plus a fifteen percent (15%) markup.

c. For provision of equipment and machinery (for FY 2022-2023), the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "B" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Article 5.2 each year, thereafter."

(b) Section 7.2.a. shall be deleted in its entirety and the rest of Section 7.2 shall be renumbered accordingly.

(c) The Parties acknowledge and agree that the following language shall be added to the Agreement:

"4.4 Termination without Cause. At any time during this Agreement's term, either VRSD or City may terminate this Agreement for any reason by providing the other party with a minimum of 120-days prior written notice in accordance with Article 16."

"5.2.f Rates shown in Exhibit "B" shall be adjusted annually for inflation, in line with VRSD's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be between zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either City or VRSD may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties."

"5.2.g VRSD has calculated the hourly employee rates and equipment rental rates in Exhibit B based on estimated level of service commitments by five public sector clients, which could change over time. Within six months of the conclusion of each fiscal year, VRSD will perform an analysis to determine if a rebate is warranted for all water and wastewater customers for that fiscal year. A rebate in the form of a credit for future services will be provided to each customer, including City, prorated on revenues generated during the corresponding fiscal year. In order for a rebate to be warranted in any given fiscal year, all of the following conditions must be met:

a. Revenues generated from water and wastewater services provided by VRSD exceed the costs to VRSD of providing those services;

b. Cashflows maintained in the water/wastewater fund exceed 60-days of budgeted annual operating expenses for the following fiscal year; and

c. Cashflows are on target to meet all capital purchase cashflow needs."

For purposes exclusively of Section 5.2g, the term "cashflow" shall mean the VRSD'S unrestricted cash and cash equivalent balances at June 30th.

1.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first herein above written.

VENTURA REGIONAL SANITATION DISTRICT

By: Laura Hernandez (May 9, 2022 19:35 PDT)
LAURA HERNANDEZ
Chairman of the Board

ATTEST

By Juliet Rodriguez (May 9, 2022 15:20 PDT)
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM
ARNOLD LaROCHELLE
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert Kwong (May 6, 2022 08:35 PDT)
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By
CHRIS THEISEN
General Manager

CITY OF SANTA PAULA

By:
JENNY CROSSWHITE
Mayor

ATTEST

By
JULIE LATSHAW
City Clerk

APPROVED AS TO FORM
BEST BEST & KRIEGER

By
JOHN COTTI
City Attorney

CITY OF SANTA PAULA INCORPORATED APRIL 23, 1902 VENTURA COUNTY, CA

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

SUPPLY (CONSUMABLE)	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

EXHIBIT B
TO
AMENDMENT NO. 3 TO VRSD CONTRACT NO. 21-004

AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

(VRSD FY 2025/2026 Hourly Billable Rates)

[Attached behind]

VENTURA REGIONAL SANITATION DISTRICT
HOURLY RATES
JULY 1, 2025 THROUGH JUNE 30, 2026

			FY 2025		FY 2026	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resource Technician	$63	$95	$65	$98
CA	107	Human Resource Analyst	$86	$129	$89	$134
CA	207-1	Administrative Assistant	NA	NA	$63	$95
CA	601	Fiscal Assistant	$61	$92	NA	NA
CA	605	Senior Fiscal Assistant	$61	$92	$63	$95
CA	208	Executive Assistant/Clerk of the Board	$81	$122	$83	$125
CA	112	Safety Officer	$105	NA	$108	NA
CA	607	Accountant	$86	NA	$89	NA
CA	608	Senior Accountant	$127	NA	$131	NA
CA	103	Management Analyst	$86	NA	$89	NA
CA	111	Human Resources Manager	$111	NA	$114	NA
CA	502	Director of Finance	$167	NA	$172	NA
CA	506	Director of Operations	$150	NA	$155	NA
CA	501	General Manager	$187	NA	$193	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$139	$209	$143	$215
WWW	207	Administrative Assistant	$139	$209	$143	$215
WWW	908	W/WW Worker	$154	$231	$159	$239
WWW	911	Electrical/Mechanical Worker	$168	$252	$173	$260
WWW	916	W/WW Operator in Training	$168	$252	$173	$260
WWW	905	W/WW Treatment Operator I	$168	$252	$173	$260
WWW	906	W/WW Treatment Operator II	$168	$252	$173	$260
WWW	910	W/WW Treatment Operator III	$168	$252	$173	$260
WWW	913	W/WW Treatment Operator IV	$168	$252	$173	$260
WWW	914	W/WW Treatment Operator V	$168	$252	$173	$260
WWW	450	Environmental Resource Analyst	$208	$312	$215	$323
WWW	901	Instrumentation Technician	$178	$267	$184	$276
WWW	915	Electrical & Instrumentation Control Supervisor	$178	NA	$184	NA
WWW	720	W/WW Operations Supervisor	$175	NA	$181	NA
WWW	723	W/WW Operations Superintendent	$175	NA	$181	NA
SW	820	Solid Waste Equipment Operator	$168	$252	$173	$260
SW	314	Engineering Technician	$178	$267	$184	$276
SW	320	Engineer	$175	NA	$181	NA
SW	315	Senior Engineer	$175	NA	$181	NA
SW	319	Senior Engineering Technician	$178	$267	$184	$276

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS: All other services 15%

FY2025 Labor Rates: were set by adjusting the prior year's labor rates for inflation in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI), for a maximum allowable increase of 5%. CPI shall be defined as the index for All Urban Consumers for Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. The CPI-U was 3.30%.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Donald Aguilar, Police Chief

Subject: RESPONSE TO CIVIL GRAND JURY REPORT ENTITLED COUNTYWIDE RESPONSE TO PUBLIC COMPLAINTS ABOUT FIREWORKS

Date: August 19, 2026

Agenda Item: 13.H

RECOMMENDATION:

Staff recommends that the City Council:

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

Presented by: Don Aguilar, Police Chief

BACKGROUND:

In the State of California, civil grand juries are authorized to “investigate and report upon the operations, accounts, and records of the officers, department, functions, and the method or system of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit.” (Cal. Penal Code 925(a)).
On or about June 25, 2026, the Ventura County Grand Jury issued its report titled, "Countywide Response to Public Complaints about Fireworks." This report is noted as Exhibit A. In the report, the Grand Jury recognized the discharge of fireworks, legal and illegal, and their impacts on the quality of life of residents and impacts to law enforcement and fire departments, both financially and from a staffing standpoint.

An investigation by the Grand Jury identified various responses by law enforcement agencies to public complaints, and varied degrees of implementing technology that would assist in responding to the complaints. In addition, the Grand Jury investigation found inconsistency among cities regarding the legality of possession and legally discharging "safe and sane" fireworks.

The Grand Jury recommends enhanced coordination and cooperation among law enforcement agencies and city fire departments, as well as engagement with state agencies, departments, or committees to determine best practices for enforcement and public compliance with laws and regulations regarding the sale and use of fireworks.
The Grand Jury has identified recommendations for improvements to address response to fireworks complaints.
At the conclusion of the report, the Grand Jury requested an acknowledgment from the City to

findings F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, and F-09. The report indicated the response to be made to Recommendation R-04. The attached letter, noted as Exhibit B, is the proposed response to the Grand Jury.

ANALYSIS:

Within 90 days after a Grand Jury's issuance of the report, the City Council must comment to the Presiding Judge of the Superior Court on the findings and recommendations contained in the report. The attached proposed response to the Report, prepared by the Chief of Police and other key City staff, addresses the Grand Jury's findings and recommendations.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no fiscal impacts associated with this item outside of staff's time to respond to the report.

OPTIONS:

In addition to the recommended action, the Council can:

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

ATTACHMENTS:

Exhibit A = Grand Jury Report - Fireworks 2026.pdf
Exhibit B - Response to Civil Grand Jury Fireworks Report 2026.pdf

COUNTY of VENTURA
Civil Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

CITY MANAGER'S OFFICE
JUN 23 2026
RECEIVED

Confidential

June 23, 2026

City of Santa Paula City Council

Re: Countywide Response to Public Complaints About Fireworks
Report Date: June 25, 2026

Dear City of Santa Paula City Council:

Enclosed, please find a copy of the above report by the 2025-2026 Ventura County Civil Grand Jury. Attached are excerpts from the California Penal Code Sections 933 and 933.05. Please note that subdivision (f) of Penal Code section 933.05 specifically prohibits any disclosure of the contents of a grand jury report by a public agency or its officers or governing body prior to its release to the public, which will occur two days after the date of this letter.

California Penal Code Section 933.05 requires that you respond to the Findings and Recommendations contained in the report. Penal Code 933.05 mandates the content and format of responses. Penal Code section 933 mandates the deadline for the responses. Please review the section of the report titled "RESPONSES" for the specific Findings and Recommendations to which you are required to respond.

You are required to submit your response within 90 days as follows:
Hard copy to: The Honorable Matthew P. Guasco, Presiding Judge, Superior Court of California, County of Ventura, 800 S. Victoria Avenue, Ventura, CA 93003.

Please also send a written copy of your responses to: Ventura County Grand Jury, 800 S. Victoria Avenue, Ventura, CA 93009. Responses are public records. Your entity must maintain a copy of your response.

Should you have any questions, please contact me at civilgrandjury@venturacounty.gov or at the above address.

Sincerely,
Douglas Yellin
Douglas Yellin
Foreperson, 2025-2026 Ventura County Civil Grand Jury

2025-2026

COUNTY of VENTURA
Civil Grand Jury

Countywide Response to Public Complaints About Fireworks

June 25, 2026

Countywide Response to Public Complaints About Fireworks

SUMMARY

The public's discharge of fireworks in Ventura County — legal and illegal — impacts the quality of life for residents, and impacts law enforcement and fire departments both financially and from a staffing standpoint. These explosions have other impacts, such as negative effects on individuals suffering from post-traumatic stress disorder (PTSD), fire danger, noise disturbance to citizens, and trauma to pets.

In response to a public complaint to the Ventura County Civil Grand Jury, an investigation identified concerns regarding record-keeping of calls from residents about illegal fireworks, as well as different responses by law enforcement agencies to public complaints, and varied degrees of implementing technology that would assist in responding to those complaints.

Additionally, the Civil Grand Jury investigation found inconsistency among cities regarding the legality of possession and legally discharging so-called "safe and sane" fireworks. Those fireworks are purchased legally in Fillmore and transported to areas of the county where possession and discharge are illegal.

The Civil Grand Jury recommends enhanced coordination and cooperation among law enforcement agencies and city fire departments, as well as engagement with state agencies, departments, or committees to determine best practices for enforcement and public compliance with laws and regulations regarding the sale and use of fireworks. It also recommends that the Ventura County Board of Supervisors pass a Host Liability Ordinance incorporating fireworks, applicable to the unincorporated areas of Ventura County. Lastly, the Civil Grand Jury recommends that each city that lacks a fireworks host liability ordinance (Ojai, Moorpark, Camarillo, Simi Valley and Thousand Oaks) develop one.

METHODOLOGY

The Civil Grand Jury conducted interviews with leaders of the Ventura County Sheriff's Office (VCSO), city police agencies in the county, the Ventura County Fire Department (VCFD), Ventura County Animal Services (VCAS), and the Ventura County Medical Center (VCMC) regarding the nature of public complaints about fireworks, how those agencies respond to the complaints, and the direct and indirect impact the discharge of fireworks has on residents of Ventura County.

Additionally, the Civil Grand Jury conducted research on governmental agencies, made several site visits, surveyed social media, and reviewed other California civil grand jury reports and news reports.

BACKGROUND

Fireworks are generally categorized in two ways, as "dangerous" or "safe and sane." "Dangerous" fireworks, as defined by California law, include skyrockets and rockets, Roman candles, firecrackers, "chasers" that travel along the ground, and various chemical compounds.

(Ref-002) California Health and Safety Code 12505 prohibits discharge of "dangerous" fireworks by the public in all areas of California. (Ref-002) However, California allows the public to discharge "safe and sane" fireworks. "Safe and sane" fireworks are defined as "any fireworks that have been approved by the U.S. Consumer Product Safety Commission and that have been carefully examined and tested by the State Fire Marshal and determined by the State Fire Marshal that the fireworks meet and are in compliance with the general and specific standards for design, construction, performance, and labeling for 'safe and sane' fireworks, as set forth in Chapter 6 (commencing with Section 979) of Division 1 of Title 19 of the California Code of Regulations, as it reads on July 1, 2023." (Ref-003)

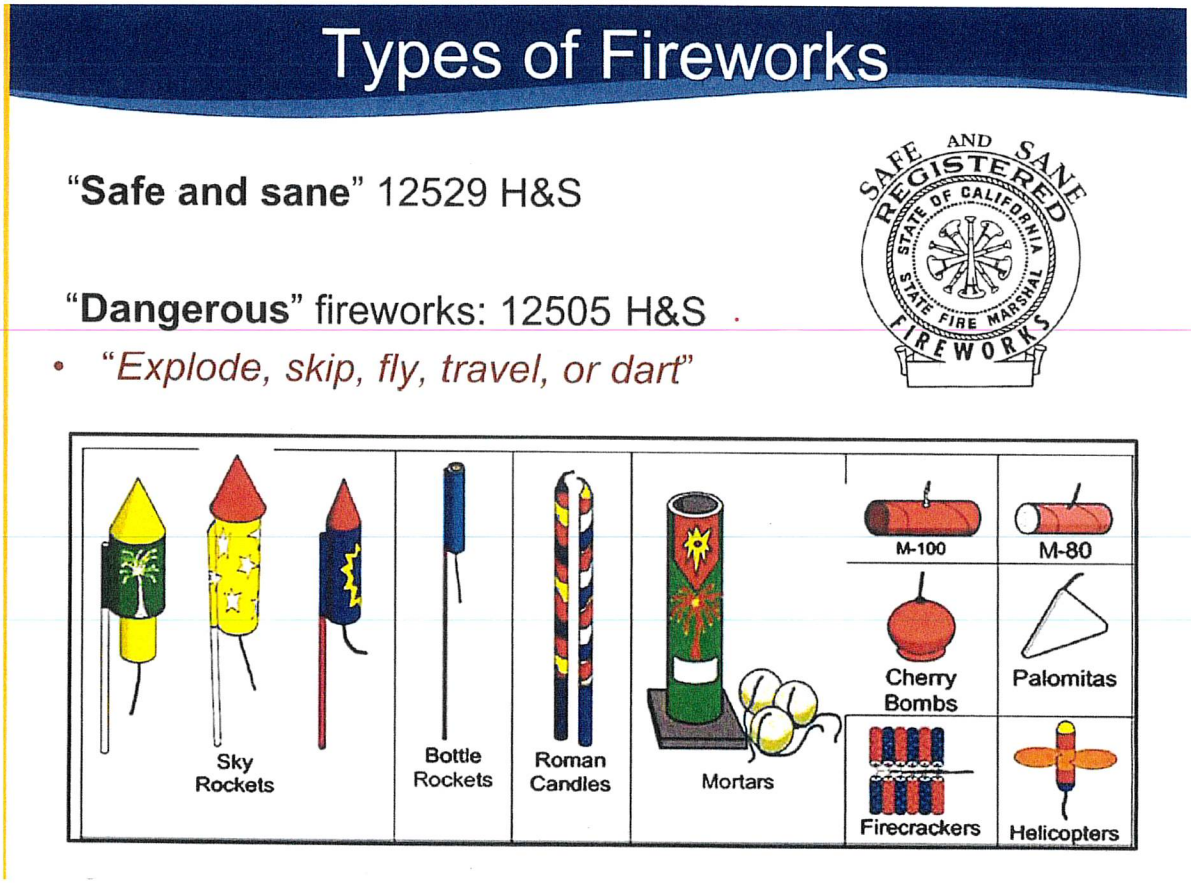


Figure 1: Types of Fireworks. Source: CA State Fire Marshal (Att-008a)

Throughout California, the illegal possession and discharge of fireworks remain a challenge. According to the California Department of Forestry and Fire Protection's (CAL FIRE's) Office of the State Fire Marshal, "… illegal activity remains prolific and increasingly blatant." (Ref-004) CAL FIRE is establishing a Public Safety Fireworks Enforcement Task Force, composed exclusively of fire service and law enforcement members (with no fireworks industry participation) to review current state laws and regulations and develop recommendations to enhance enforcement and compliance. The task force plans to issue a formal report in 2026. (Ref-004)

Locally, the possession and discharge of any fireworks is illegal in all of Ventura County. (Ref-005) Four cities have passed restrictions on possession and use of fireworks (Oxnard, Ventura, Santa Paula, and Fillmore). (Ref-005c, Ref-005d, Ref-005e, Ref-005f, Ref-007) In addition, the remaining six cities and the unincorporated areas of Ventura County are under the jurisdiction of the Ventura County Fire Protection District (VCFPD), which has enacted Section 5601 of Ordinance 34 prohibiting possession and use of fireworks. (Ref-005a, Ref-005b), Individual jurisdictions can pass ordinances that override the county ordinance. (Ref-006) Within Ventura County, only the City of Fillmore has passed an ordinance that allows the sale and discharge of "safe and sane" fireworks during specific dates. (Ref-007)

Within Ventura County, public and law enforcement attitudes regarding fireworks vary. Interviews with leaders in several law enforcement agencies indicate that there are differing perceptions about the seriousness of the fireworks situation. (Ref-001) This has led to differing commitments by law enforcement in addressing and responding to public fireworks complaints. (Ref-001) Each municipality passes its own ordinances and sets financial penalties regarding fireworks, including policies and priorities to enforce the ordinances. There is no uniformity within the county. (Ref-001)

All 10 cities and the unincorporated areas of Ventura County experience discharge of fireworks, primarily around the Fourth of July. The county's law enforcement agencies receive hundreds of calls from the public during "fireworks season" (which requires the assignment of personnel to respond to the calls for service). Each city defines "fireworks season" slightly differently, but all include several days before the Fourth of July through July 5. (Ref-001)

Ventura County law enforcement agencies report that the fireworks are a combination of "safe and sane" fireworks obtained legally in Fillmore and locations outside Ventura County but illegally discharged in Ventura County (outside of Fillmore), plus "dangerous" fireworks illegally obtained within and outside Ventura County. (Ref-001)

Law enforcement agencies throughout Ventura County report similar impacts on their communities from the discharge of fireworks, such as trauma to pets, negative effects on individuals suffering from PTSD, fire danger, and noise disturbance to citizens, even during late-night and early-morning hours. (Ref-001)

Ventura County's law enforcement agencies and fire departments, animal services, and veterans service agencies all report, to varying degrees, financial or emotional impacts and acknowledge there is a significant emotional and mental health fallout from fireworks. (Ref-001)

Due to the development and adaptation of drone technology, some police departments throughout California are investigating, or have implemented, the use of drones to assist in detecting specific locations where fireworks are being discharged. They have used public messaging to announce that drones will be deployed in advance as a deterrent to those inclined to discharge fireworks. (Ref-008, Ref-009) Ventura County law enforcement agencies are at different stages of investigating and implementing this technology. (Ref-001)

DISCUSSION

The Civil Grand Jury's interviews with law enforcement officials in Ventura County reflected their understanding of the public's attitudes toward fireworks and revealed their current efforts at responding to complaints about fireworks discharge.

Justification for the public's discharge of fireworks around the Fourth of July dates at least to President John Adams, who in 1776 wrote, "It [Independence Day] ought to be solemnized with Pomp and Parade, with Shews (sic), Games, Sports, Guns, Bells, Bonfires and Illuminations from one End of this Continent to the other from this Time forward forever more." (Ref-010)



Figure 2: Reality of Fireworks. Source: Oxnard Police Department, April 2026. (Att-008b)

Impacts on Ventura County

Law Enforcement: The volume of complaints to law enforcement agencies regarding fireworks is reflected in the following table:

Jurisdiction	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
VCSO	2023	15	10	3	19	25	150	353	40	27	9	25	37	713
	2024	26	4	6	14	26	177	355	42	34	51	25	55	815
	2025	24	10	17	26	14	166	328	42	18	20	49	26	740
Oxnard	2023	29	5	3	14	34	275	579	25	29	30	17	35	1,075
	2024	28	5	7	7	57	415	670	40	37	31	20	95	1,412
	2025	52	14	10	13	65	213	585	36	23	32	57	74	1,174
Ventura	2023	13	6	3	3	19	77	412	28	11	14	5	26	617
	2024	15	2	4	8	100	211	455	25	27	38	19	31	935
	2025	33	5	28	4	22	74	362	47	14	20	16	25	650
Port Hueneme	2023	9	1	1	8	11	62	118	6	8	1	4	4	233
	2024	7	0	0	2	18	81	113	7	7	5	2	9	251
	2025	5	1	2	4	10	53	111	3	7	3	10	10	219
Santa Paula**	2023													
	2024													
	2025													
Simi Valley	2023	22	4	13	8	7	30	505	10	10	6	4	32	651
	2024	21	6	4	1	6	44	293	17	9	17	5	18	461
	2025	23	2	3	4	9	46	287	21	7	9	8	15	454

Figure 3: Number of Public Fireworks Complaints by Month. Three-year history of public fireworks complaints. (Att-001, Att-002, Att-003, Att-004, Att-005)

* VCSO data includes the cities of Camarillo, Fillmore, Ojai, Moorpark, Thousand Oaks, and the unincorporated areas of Ventura County

**Data not provided as of report publication

As reflected in Figure 3 above, despite varied efforts by different governmental agencies to educate the public about fireworks, the annual total of public complaints about fireworks has remained about the same over the last three years.

VCFD: The Civil Grand Jury learned that fires are frequently attributed to fireworks. (Ref-001) From 2023 to 2025, there were 107 fire calls to VCFD where fireworks were a contributing factor. (Att-006) In June 2024 a two-alarm fire was reported in Simi Valley. The heat source was determined to be fireworks, and the fire grew to just under five acres. The incident required dispatching 11 fire trucks, two helicopters, and a dozer. The fire was extinguished approximately 19 hours later. All firefighting costs incurred were the responsibility of VCFD (no cost sharing with the state). (Ref-001, Att-007)

Animal Services: Fireworks explosions impact our beloved pets. In interviews with VCAS personnel, the Civil Grand Jury learned that the agency does not compile statistics on fireworks-related events (such as animals escaping yards, surrendering of animals by their owners, lost animals). Instead, they acknowledge that they receive anecdotal information from residents

about fireworks frightening their pets, which in turn causes trauma to some animals or leads to runaways. It also contributes to people dropping off animals at VCAS for temporary caretaking. In response to the impact of July Fourth fireworks on our pets, the agency uses social media to reach out to the Ventura County community, offering support for animal owners during fireworks season. (Ref-011)

Because of the linear design of the buildings at VCAS, there is ongoing noise from the echoing of dog barking and, therefore, there is little effect from outside noises on the animals in the Camarillo shelter. (Ref-001)

Veterans, Retired Law Enforcement Personnel, Victims of Violent Crimes: Veterans suffering from PTSD can find July Fourth to be a challenge. The U.S. Department of Veterans Affairs addresses this directly on its website, stating, "While fireworks symbolize freedom, their sudden booms, flashing lights, and smoky trails can trigger intense reactions for those who've experienced trauma, especially combat veterans. Loud noises often resemble gunfire. The unpredictability of neighborhood displays can shatter a veteran's sense of safety." (Ref-012) The Civil Grand Jury interviewed some Ventura County veterans who confirmed their reactions to fireworks are like those seen nationally. (Ref-001) Law enforcement officers who have experienced shootings and victims of violent crimes also experience trauma from fireworks explosions. (Ref-001)

Hospital Emergency Room Visits: Hospitals and other agencies in the U.S. voice concern about injuries caused by fireworks. (Ref-013, Ref-013a, Ref-013b, Ref-013c) According to the U.S. Product Safety Commission, children under the age of 15 and adults between 25 and 44 are the age groups most likely to be injured by fireworks and end up in the hospital emergency room. (Ref-014) In 2024 an estimated 14,700 people were treated in emergency rooms nationwide due to fireworks injuries. (Ref-014) In Ventura County, hospital emergency rooms experience an influx of fireworks-related injuries, mainly to the hand and the foot, during the days surrounding the Fourth of July. However, VCMC does not increase staffing during these days, so, although there is an influx of fireworks-related incidents at the emergency room during fireworks season, there is no additional cost to the hospital budget. (Ref-001)

Police Agencies' Responses to Fireworks Complaints

As far back as 2017 Oxnard held community-fireworks discussions with city, police and fire department management. In mid-2025 the Oxnard Police Department involved members from the eight active neighborhood council associations as well as city and fire department management out of concern about citizens' complaints to the police department. The police department acted upon input from citizens and implemented the department's professional expertise and experience to create a best-practice model of responding to and enforcing violations of fireworks ordinances. (Ref-001) (Att-017a)

In 2024 Oxnard introduced fixed-wing aircraft to support enforcement. Oxnard Police Department has also implemented community-outreach efforts through Facebook, Instagram, radio station broadcasts, and its own website to educate the public about fireworks. In addition,

Oxnard started sending short-term-rental hosts an advance-warning letter about the city's fireworks enforcement. (Ref-001) (Att-017a)

All law enforcement agencies staff up to increase patrol personnel around July Fourth to deal with fireworks complaints. This is done through paying overtime, pulling staff off other duties or canceling time off. The goal is to be fully staffed. During this period, utilizing staff to respond to fireworks complaints removes them from other important duties and their day-to-day expertise. (Ref-001)

Oxnard uses a priority system to classify calls to its dispatch center. Calls about fireworks that provide nonspecific information (such as, "I hear fireworks exploding a couple of blocks away") are given a lower Priority 7. Calls about fireworks that give a specific address, vehicle information, name of person, or a more specific location identifier are given a higher Priority 3. The Priority 7 calls are typically broadcast to officers, but officers might not be assigned because of the nonspecific nature of the call. No other law enforcement jurisdiction in Ventura County uses a prioritizing system to manage fireworks complaints. (Ref-001) (Att-018)

Documentation of complaints varies among agencies. Some record detailed statistics; others don't. (Ref-001)

In addition to enhanced staffing around July Fourth, Oxnard also has implemented additional strategies in anticipation of the surge in fireworks activity, including:

- Data-driven maps of the City of Oxnard displaying snapshots of fireworks activity, used to assist asset deployments within city limits (see Figure 4, below, showing a point-in-time snapshot of fireworks activity on July 4, 2025).
- Pre-holiday deployments: Neighborhood Policing Teams and Unmanned Aerial System (UAS) Team, which involves using drones.
- Deployment of fixed-wing aircraft for thermal imaging to record specific parcel numbers, which can result in citations.

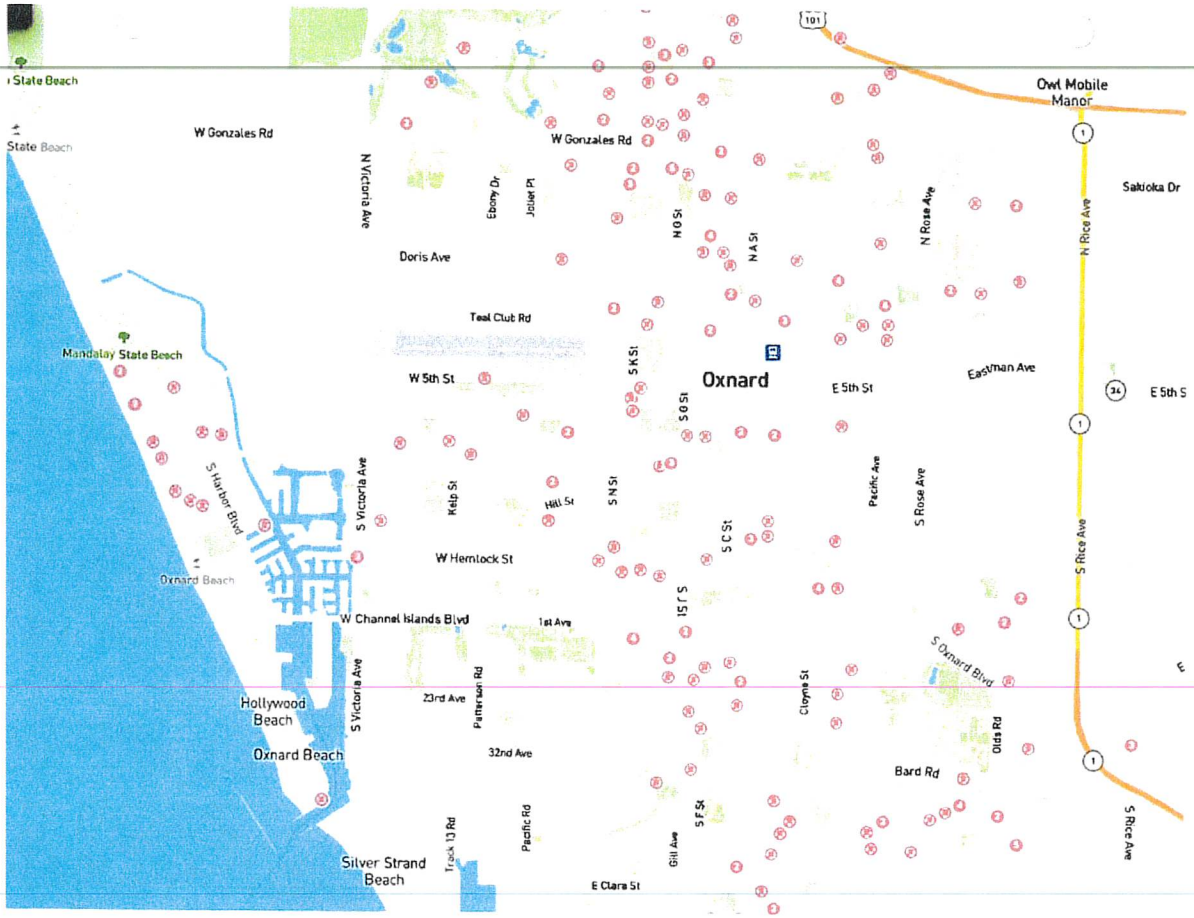


Figure 4. Oxnard Police Department Point-in-Time Map Showing Active Fireworks Calls at 9:40 PM on July 4, 2025. (Att-008c)

In addition to incurring increased costs and reassigning officers to help respond to fireworks complaints, law enforcement agencies' responses present other challenges: (Ref-001)

- Response times to complaints are affected by "competition" between fireworks complaints and concurrent emergencies (e.g., felony crimes, traffic accidents, etc.), which also require police resources. As noted earlier, Oxnard deals with this challenge by prioritizing calls.
- If a drone is used to respond (discussed below), its use requires an operator and a spotter. This takes two employees away from other duties and priorities. In addition, to issue a citation as a misdemeanor, an officer must observe or have a recording of the violation.
- Most fireworks complaints are nonspecific, meaning the reporting party does not designate a specific address where the fireworks are being discharged, so an immediate response to the incident becomes problematic.
- Some complaints give a specific location but present challenges — examples are a single shot of a firework (event is over before police can respond); fireworks discharged in the

street (difficult to attribute to a specific person); or offenders scattering before police officers arrive.

- If law enforcement issues a civil citation for fireworks discharge through a host liability ordinance (explained below), in some cases an appeal hearing officer may lower the civil fine, which can undermine the effect of the civil citation.

Other Efforts to Reduce Fireworks Incidents

A host liability ordinance is used in situations where a property owner rents their property on a short-term basis (e.g. through Airbnb). Several Ventura County cities have adopted host liability ordinances. (Ref-015, Ref-015a, Ref-016, Ref-016a, Ref-017, Ref-017a, Ref-018, Ref-018a) Under this type of ordinance the property owner can be held liable if the owner has not informed tenants of the illegality of shooting off or possessing fireworks and has reason to believe the tenants might do so. There is no countywide host liability ordinance. In those cities that have host liability ordinances (listed in the table below), Ventura County law enforcement agencies send letters to short-term rental landlords in advance of the Fourth of July to advise about the ordinance and the landlord's responsibility to advise renters of fireworks ordinances in the city. (Ref-001)

Police departments in Oxnard, Port Hueneme, Santa Paula, and Ventura choose to issue administrative (civil) fines through host liability ordinances to violators of fireworks regulations, rather than with a Health and Safety Code violation. A civil citation must meet a "preponderance of evidence" standard, while a Health and Safety Code violation requires proof "beyond a reasonable doubt," a more difficult standard to meet. (Ref-001)

The table below identifies communities that have host liability ordinances that address fireworks. Beyond the cities listed, host liability ordinances are not in effect for Simi Valley and all other areas of Ventura County, including the cities and unincorporated areas where VCSO has primary law enforcement responsibility:

City	Year Adopted	Initial Violation Fine	Subsequent Violation Fine
Oxnard	2018	$250 (safe and sane) $1,000 (dangerous)	2nd = $500; 3 or more=$1,000 (safe/sane)
Santa Paula	2020	$500	$1,000
Ventura	2018	$132	2nd =$264; 3 or more =$396
Port Hueneme	2018	$250	2nd=$500; 3 or more=$1,000

Figure 5. Various Ventura County cities host liability ordinances (Ref-015a, Ref-016a, Ref-017a, Ref-018, Att-009, Att-010)

The Sheriff's Office contracts with five Ventura County cities — Camarillo, Fillmore, Moorpark, Ojai, and Thousand Oaks — for law enforcement services. Of these five cities, only Fillmore has a municipal code of strict liability, where deputies can cite the property owner for illegal fireworks being discharged from their property. (Ref-018a) Moorpark is researching the option of

implementing a host liability ordinance regarding fireworks but has not acted as of this report. (Ref-001)

In 2022 the staff of Simi Valley introduced Municipal Ordinance 1338 for consideration. This ordinance proposed making possession, sale, and discharge of fireworks illegal. In addition it proposed a host liability ordinance regarding fireworks. To the Civil Grand Jury's knowledge, this ordinance was never approved by the Simi Valley City Council. (Ref-025)

Below is an overview of civil citations issued and collected through host liability ordinances that relate to fireworks. (Ref-001)

City	Year	# Issued	$ Issued	$ Collected	# Dismissed via Appeal
Oxnard	2023	59	$41,500	$8,100	9
	2024	50	$35,000	$12,025	7
	2025	59	$47,000	$12,175	5
Santa Paula	**				
Ventura	2023	9	$2,188	$996	1
	2024	15	$12,396	$6,132	2
	2025	13	$6,056	$3,160	0
Port Hueneme	2023	0	$0	$0	
	2024	0	$0	$0	
	2025	0	$0	$0	

Figure 6. Host Liability Ordinance Fines, by City. (Att-011, Att-012, Att-013)
** No information available or not tracked

In addition to the use of host liability ordinances, the VCSO, police departments, and the Ventura County District Attorney have taken other steps to reduce the incidences of fireworks discharge in advance of July Fourth. (Ref-001) These efforts include the use of press releases in advance of the holiday, social media, tip lines, emails, warning letters, message trailers on streets, pre-holiday deployments, mapping tools (to help identify high-incident areas), and enhanced staffing around July Fourth. Despite these efforts no agency has "solved the problem" (as is evidenced by the ongoing number of public complaints). Sheriff and police leaders state that stopping discharge of fireworks remains an elusive goal, and it is difficult to assess the effectiveness of the outreach efforts through social media and public-service announcements. (Ref-001)

Use of Drone Technology

The advent of drone technology has given law enforcement additional tools to respond to fireworks complaints. Using drones as a first responder offers an alternative to dispatching personnel as the first step in securing public safety, including the discharge of fireworks.

Advantages of using drones in response to fireworks complaints include:

- A drone can arrive at a location sooner than deployed officers. Drones can be based in a stationary location in a pod on top of a building, enabling stationing in strategic locations. As

an alternative, they can be housed in a patrol car and transported to the site for deployment. (Ref-001)

- With GPS and video capability, drones might eliminate the need for deployment of officers to a site, which can accomplish two goals: obtaining information and reducing officers' exposure to possible harmful behavior from individuals. Officers responding to fireworks complaints may find themselves in large crowds, outnumbered, and at risk of injury. (Ref-001)
- Information obtained by drones can include the address of an offense and video or photos of offenders in the act, which can be used as evidence supporting a civil citation. In addition, drones offer more flexibility and quicker response times than from the use of a manned helicopter. (Ref-001)

Requirements for Using Drone Technology

For government agencies to operate a drone or Unmanned Aircraft System (UAS), the drone pilot must be Federal Aviation Administration (FAA), Part 107, certified (Ref-019), or the agency must obtain a signed FAA Certificate of Waiver (Ref-020) or Authorization. Law enforcement agencies can obtain waivers of standard drone regulations through application to the FAA. In late January 2026, the City of Elk Grove, CA, obtained an FAA waiver, allowing it to operate drones at an altitude of 400 feet and beyond the operator's visual line of sight. (Ref-021) This exceeds the normal regulation, restricting the operating of a drone to within the operator's visual line of sight. Other waivers may be possible in the future.

Current Use of Drones by Ventura County Law Enforcement Agencies

The use of drone technology by law enforcement agencies in Ventura County varies in the stages of deployment. The following table outlines the number of drones in use by each jurisdiction:

Jurisdiction	Number of Drones 2026	Number with thermal cameras	Number with Capability to Record GPS Coordinates	Expected Number of Drones 2027
VCSO	23	23	23	24
Oxnard	12	12	10	15*
Ventura	15	2	2	12-15****
Port Hueneme	4	4	4	4
Santa Paula	**	***	***	***
Simi Valley	***			***

Figure 7. Current Drone Inventory. Various Ventura County cities drone inventory as of April 2026. (Att-014, Att-015, Att-016, Att-017)

* assuming none taken out of service because of age

** seeking bids for two drones

*** data not provided

**** no additional funds allocated to supplement existing fleet

Concerns About Drone Usage

Privacy is an evolving issue related to drone use by law enforcement agencies. Drones can be used in a reactive mode, such as in response to a public complaint about fireworks, or they can be used proactively, such as patrolling an area that is considered a "hot spot" for illegal-fireworks activity. There is a concern within law enforcement that the proactive use of drones might be perceived by the public as an invasion of privacy. (Ref-001) California Civil Code 1708.8 addresses privacy protections as they relate to drone usage. (Ref-022, Ref-022a) Law enforcement must be cognizant of this code and any waivers for law enforcement in making decisions about drone usage.

Interagency Cooperation

All law enforcement officials interviewed for this report stated that there is ongoing cooperation among the cities and county law enforcement agencies and VCFD. There is a monthly meeting of the Ventura County Law Enforcement Coordinating Committee, comprising law enforcement officers from the Sheriff's office, each Ventura County police department, and the California Highway Patrol, to discuss procedures. Mutual aid is part of the cooperation process. (Ref-001) Mutual aid is a formal, voluntary agreement between agencies to share personnel, equipment, and resources during emergencies, large-scale events, or when local capabilities are overwhelmed. These pre-planned, authorized arrangements allow neighboring agencies to provide support, improving safety and efficiency for incidents like natural disasters, riots or mass-casualty events. (Ref-023)

Improved Countywide Response to Fireworks Complaints?

With the exception of Fillmore during a specified period of time, discharge of fireworks of all kinds is illegal in all parts of Ventura County. This is the result of individual cities passing fireworks ordinances (Oxnard, Ventura, Santa Paula, Fillmore) and through an ordinance from the Ventura County Fire Protection District, which has jurisdiction over the unincorporated areas of Ventura County and the cities of Ojai, Port Hueneme, Moorpark, Camarillo, Simi Valley, and Thousand Oaks.

If county and city agencies are able to establish a better-coordinated approach to education and enforcement of fireworks regulations, this could include:

- A unified approach for enforcement of fireworks regulations.
- Coordinated use of resources (personnel and technology) to address the most egregious offenses, target "hot spots," and focus on repeat offenders.

FINDINGS

F-01. The Ventura County Civil Grand Jury finds that there is no public consensus regarding the discharge of fireworks, even if it is deemed illegal.

F-02. The Ventura County Civil Grand Jury finds that most fireworks complaints are nonspecific in location and do not result in a warning or citation.

F-03. The Ventura County Civil Grand Jury finds that despite numerous and varied efforts by law enforcement, the fire department, and the district attorney to educate the public, the number of complaints has not decreased.

F-04. The Ventura County Civil Grand Jury finds that there are varied responses to fireworks complaints among Ventura County law enforcement agencies.

F-05. The Ventura County Civil Grand Jury finds that Fillmore is the only city in Ventura County that allows the purchase and/or discharge of "safe and sane" fireworks, and some of these fireworks are illegally transported to, and discharged in, other parts of the county.

F-06. The Ventura County Civil Grand Jury finds that the use of drone technology to respond to complaints provides benefits to law enforcement, including quicker response times and better identification of offenders.

F-07. The Ventura County Civil Grand Jury finds that there are occasions when civil citations have been issued and citizens can challenge and go through an appeal process to reduce or eliminate any fines. The reduction or elimination of any fines impacts the effectiveness of enforcement actions.

F-08. The Ventura County Civil Grand Jury finds that, with the exception of Fillmore during a limited time around July 4th, through a set of city and Ventura County Fire Protection District regulations, discharge of fireworks is illegal throughout Ventura County.

F-09. The Ventura County Civil Grand Jury finds that the cities of Oxnard, Santa Paula, Ventura, and Port Hueneme have fireworks host liability ordinances.

F-10. The Ventura County Civil Grand Jury finds that the Oxnard Police Department has been a leading Ventura County law enforcement agency in implementing strategies to respond to public complaints about fireworks.

F-11. The Ventura County Civil Grand Jury finds that there is no fireworks host liability ordinance that applies to the unincorporated areas of Ventura County.

F-12 The Ventura County Civil Grand Jury finds that Oxnard, Ventura, Santa Paula and Port Hueneme have existing fireworks host liability ordinances; that Fillmore has a strict liability ordinance regarding fireworks; and that Ojai, Moorpark, Camarillo, Simi Valley, Thousand Oaks do not currently have fireworks host liability ordinances.

RECOMMENDATIONS

R-01. The Ventura County Civil Grand Jury recommends that the Ventura County Board of Supervisors pass a host liability ordinance regarding fireworks, applicable to the unincorporated areas of Ventura County. (F-11)

R-02. The Ventura County Civil Grand Jury recommends that Ojai, Moorpark, Camarillo, Simi Valley, and Thousand Oaks develop their own fireworks host liability ordinances. (F-12)

R-03. The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department maintain ongoing communication with CAL FIRE's Public Safety Fireworks Enforcement Task Force to learn about recommendations to enhance enforcement and compliance with fireworks laws. (F-01, F-02, F-03, F-04, F-05, F-06)

R-04. The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department interface regularly with Ventura County Law Enforcement Coordinating Committee to inform the committee about recommendations from CAL FIRE's Fireworks Enforcement Task Force. (F-01, F-02, F-03, F-04, F-05, F-06)

R-05. The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department and Ventura County Law Enforcement Coordinating Committee meet regularly to strategize best practices to enhance responses to fireworks complaints and establish best practices for enforcement of fireworks regulations. (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12)

RESPONSES

Responses invited, but not required, from:

The following appointed officials within 60 days:

Fire Chief, Ventura County Fire Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12, R-01, R-02, R-03, R-04, R-05)

Responses required from:

The following elected officers within 60 days:

Ventura County Sheriff's Office (F-01, F-02, F-03, F-04, F-05, F-06, F07, F-08, F-09, F-11, F-12, R-04, R-05)

The following governing bodies within 90 days:

Ventura County Board of Supervisors (R-01, R-03, R-04, R-05)

City of Camarillo City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

~~City of Fillmore City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, R-04, R-05)~~

City of Moorpark City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Ojai City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Oxnard City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, R-04, R-05)

City of Port Hueneme City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, R-04)

City of Santa Paula City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, R-04)

City of Simi Valley City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Thousand Oaks City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Ventura City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, R-04, R-05)

COMMENDATION

The Ventura County Civil Grand Jury commends the Oxnard Police Department for setting an example for responding to and enforcing violators and violations of fireworks ordinances. This was demonstrated by being the first police department in Ventura County to solicit community input regarding fireworks and in its decision making and development of strategies to respond to fireworks complaints.

REFERENCES

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ATTACHMENTS

Att-001. Ventura County Sheriff's Office. Fireworks Calls, 2023-2025.

Att-002. Oxnard Police Department. Fireworks Calls, 2023-2025.

Att-003. Ventura Police Department. Fireworks Calls, 2023-2025.

Att-004. City Port Hueneme. Fireworks Calls, 2023-2025.

Att-005. City of Simi Valley. Fireworks Calls, 2023-2025.

Att-006. Ventura County Fire Department. Fireworks Cause 2023-2025.

Att-007. City of Simi Valley. 2024 Fire Resource Details, June 28, 2024 – June 29, 2024.

Att-008a. Oxnard Police Department. Types of Fireworks.

Att-008b. City of Oxnard. Traditional Reality of Fireworks.

Att-008c. City of Oxnard. 2024 Fireworks Recap, September 18, 2025.

Att-009. City of Port Hueneme. Host Liability Fines, 2023-2025.

Att-010. City of Ventura. Host Liability Fines, 2026.

Att-011. Oxnard Police Department. Fines and Dismissals, 2023-2025.

Att-012. Ventura Police Department. Fines and Dismissals, 2023-2025.

Att-013. City of Port Hueneme. Fines and Dismissals, 2023-2025.

Att-014. Oxnard Police Department. Drone Inventory, 2026.

Att-015. Ventura Police Department. Drone Inventory, 2026.

Att-016. City of Port Hueneme. Drone Inventory, 2026.

Att-017. Ventura County Sheriff's Office Drone Information

Att-017a. Oxnard PD Community Meeting Regarding Fireworks (Recollections)

Att-018. Oxnard PD Priority Assignment of incoming calls

GLOSSARY

TERM	DEFINITION
CAL FIRE	California Department of Forestry and Fire Protection
FAA	Federal Aviation Administration
PTSD	Post-traumatic stress disorder
UAS	Unmanned Aircraft System
VCAS	Ventura County Animal Services
VCMC	Ventura County Medical Center
VCFD	Ventura County Fire Department
VCSO	Ventura County Sheriff Office

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Response to 2025-2026 Ventura County Civil Grand Jury Report Form

(Please See California Penal Code Section 933.05)

Report Title: Countywide Response to Public Complaints About Fireworks

Responding Entity: City of Santa Paula City Council

FINDINGS

- I (we) agree with the Findings numbered: _____

- I (we) disagree wholly or partially with the Findings numbered: _____
  (Attach a statement specifying any portions of the Findings that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
  (Attach a summary describing the implemented actions.)

- Recommendations numbered _____ have not yet been implemented but will be implemented in the future.
  (Attach a summary indicating the timeframe for implementation.)

- Recommendations numbered _____ require further analysis.
  (Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)

- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
  (Attach an explanation.)

Date: _____ Signed: _____

Title: _____

Number of pages attached: _____

California Penal Code Section 933

(a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

COUNTY of VENTURA
Civil Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

Response to 2025-2026 Ventura County Civil Grand Jury Report Form

(Please See California Penal Code Section 933.05)

Report Title: Countywide Response to Public Complaints About Fireworks

Responding Entity: City of Santa Paula City Council

FINDINGS

- I (we) agree with the Findings numbered: F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09

- I (we) disagree wholly or partially with the Findings numbered: _____
  (Attach a statement specifying any portions of the Findings that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
  (Attach a summary describing the implemented actions.)

- Recommendations numbered R-04 have not yet been implemented but will be implemented in the future.
  (Attach a summary indicating the timeframe for implementation.)

- Recommendations numbered _____ require further analysis.
  (Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)

- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
  (Attach an explanation.)

Date: _____ Signed: _____

Title: _____

Number of pages attached: 3

California Penal Code Section 933

(a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

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(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

Response to 2025-2026 Ventura County Civil Grand Jury

"Countywide Response to Public Complaints About Fireworks"

Recommendation: R-04

The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department interface regularly with Ventura County Law Enforcement Coordinating Committee to inform the committee about recommendations from CAL FIRE's Fireworks Enforcement Task Force.

- Recommendation numbered R-4 has not yet been implemented but will be implemented in the future

Summary

The Ventura County Law Enforcement Coordinating Committee will begin to interface with the Ventura County Fire Department to discuss and strategize actions in reference to recommendations from CAL FIRE's Fireworks Enforcement Task Force. The timeline will include meetings and proposed actions for implementation within six months of the publishing of the Grand Jury Report.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: James Mason, Community & Economic Development Director

Subject: PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP FOR PLAN REVIEW AND INSPECTION SERVICES FOR BUILDING & SAFETY, AND ENGINEERING/GRADING.

Date: August 19, 2026

Agenda Item: 13.I

RECOMMENDATION:

Staff recommends that the City Council:
1. Authorize the City Manager to execute a three-year Professional Services Agreement with Interwest Consulting Group to provide building plan review and inspection services, with a not-to-exceed amount of $80,000 per fiscal year, subject to review by City Attorney.
2. Take such additional, related action that may be desirable.

BACKGROUND:

Over the past several years, the Building & Safety Department has utilized professional consulting services to supplement City staff with building plan review, inspection, and related technical services. This approach has provided the City with the flexibility to respond to fluctuations in development activity while allowing existing staff to maintain day-to-day operations and customer service responsibilities.

Historically, the City has experienced relatively limited volumes of large-scale development that did not warrant the addition of permanent staff positions. Utilizing an experienced consulting firm has therefore provided a cost-effective means of maintaining adequate service capacity without increasing ongoing personnel costs.

ANALYSIS:

Santa Paula is experiencing increased development activity and new construction, resulting in greater demand for plan review, inspection, and technical Building & Safety services. Continuing to utilize a qualified consulting firm will allow the City to efficiently manage this increased workload while maintaining current staffing levels and providing timely service to applicants and the development community.

Interwest Consulting Group has provided plan review and project support services to the City since 2018 and has developed extensive familiarity with the City's development standards, procedures, and ongoing projects. Their services have been particularly valuable in supporting commercial, industrial, and residential development, including significant development activity

associated with East Area 1 and East Area 2.

Interwest has demonstrated the ability to scale its services based on the City's workload and has provided qualified personnel in a variety of technical areas, including Plan Check Engineers, Plans Examiners, Fire Plans Examiners, Building Inspectors, California Accessibility Specialists (CASp), and Permit Technicians. This flexibility allows the City to obtain specialized expertise when needed without incurring the ongoing costs associated with additional permanent positions.

Interwest's performance, institutional knowledge, demonstrated responsiveness, and familiarity with Santa Paula's development environment provide significant operational advantages. Based on this established relationship and the firm's demonstrated ability to meet the City's changing service demands, Staff recommends continuing the City's agreement with Interwest through a three-year Professional Services Agreement.

Staff is recommending a sole-source procurement based on Interwest's existing knowledge of City processes and development projects, demonstrated performance, specialized expertise, and the efficiencies that would be lost through transitioning these services to a new consultant.

The proposed Agreement would have a three-year term with a not-to-exceed amount of $80,000 per fiscal year. Actual expenditures would be based on services requested and performed, and the City would not be obligated to expend the full annual amount.

STRATEGIC PLAN:

Operational Excellence Goal: Provide excellent service to the community in a cost-effective manner with an engaged workforce, with a focus on continuous improvement and outstanding customer service.

Objective 1: Streamline the application and permitting processes for businesses.

Utilization of contract building inspection, plan review, and related technical services will increase the City's capacity to efficiently process development applications and inspections, improve customer service, and support a streamlined, one-stop development permitting process.

FISCAL IMPACTS:

The proposed Professional Services Agreement provides for a not-to-exceed amount of $80,000 per fiscal year, or $240,000 over the three-year term. Funding is included in the adopted budget in Account 100-5-1001-209.

The City is not obligated to expend the full annual contract amount. Services will be requested as needed, based on workload and available funding. Should service demands exceed the authorized annual amount, Staff will return to the City Council for consideration of any additional funding or contract authorization.

The Agreement also provides for a review and potential adjustment of services and compensation during the third year, subject to future budget availability and any required City approval.

OPTIONS:

As an alternative to Staff's recommendation, the City Council may:

1. Decline to approve the proposed Professional Services Agreement with Interwest Consulting Group for building plan review, inspection, and related Building & Safety services;
2. Refer the matter back to Staff with additional direction; or
3. Take no action, in which case the City would continue to rely on existing staffing resources and available consulting services on an as-needed basis.

ATTACHMENTS:

ATTACHMENT A - Professional Services Agreement with Interwest
EXHIBIT A_ City of Santa Paula Interwest CPI Fee Schedule Increase July 2026.docx

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July 2026, 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 Interwest Consulting Group, Inc., a Colorado corporation with its principal place of business at 444 N. Cleveland Ave., Loveland, CO 80537 ("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 Building and Safety plan review services to public clients, is licensed in the State of California, has the necessary qualifications, and is familiar with the plans of City.

2.2 General Description of Services.

City desires to engage Consultant to render such professional Building and Safety plan review services ("Services") 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 Services on an "as needed" basis. 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 exhibit 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, 2026 to June 30, 2029 unless earlier terminated as provided herein. 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 “A.” The annual compensation shall not exceed **Eighty Thousand Dollars** (**$80,000.00**) without written approval of the City Council or City Manager, as applicable. The total compensation payable to Consultant for the entire term of this Agreement shall not exceed Two-Hundred Forty Thousand Dollars ($240,000.00) without the prior 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.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City and 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 Services, 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 Consultant’s 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 "A" 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.

3.3.5 City's Representative. The City hereby designates Dan Schultz or his 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 Elizabeth Alsky or 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 Services, 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 working on the Services by the Consultant and shall not be re-employed to perform any of the Services.

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 milestones described in Exhibit "A" 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 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 Ventura County Air Pollution Control District (VCAPCDD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by VCAPCD, 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) excluding coverage for 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 Agreement.

(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 this Agreement and require the same of any subconsultants.

3.4.3 Compliance Monitoring. The Services 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 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.

3.5.2 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.

3.5.3 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, which shall be selected from Consultant's insurance carrier's panel counsel), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all third party 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 negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services 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 2775, et seq. (formerly 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: Interwest Consulting Group
11171 West Shaw Ave., Suite 102

Fresno, CA 93711
ATTN: Elizabeth Alsky

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Dan Schultz

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 Services under the term of this Agreement, 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. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

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 these Services or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than these Services 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 these Services 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 Services by City of the Documents & Data, including any method, process, product, or concept specified or depicted all solely to the extent arising from the negligent acts or omissions or the willful misconduct of Consultant. City represents that it has the sufficient rights and title to any materials to be provided by it or on its behalf to Consultant in connection with the work to allow Consultant to perform the services.

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. 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 Services, or any publicity pertaining to the Services 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, which shall be selected from Consultant's insurance carrier's panel 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 these Services.

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND INTERWEST CONSULTING GROUP, 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:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

INTERWEST CONSULTING GROUP, INC.

By: _____
PAUL MESCHINO
Its: PRESIDENT

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A

RATE SCHEDULE

July 8, 2026

Dan Shultz
Chief Building Official
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

Re: Building Department Services Rate Increase

Dear Mr. Shultz,

We appreciate the opportunity to continue supporting the City of Santa Paula with Building Department Services. Per our professional services agreement, our hourly rates listed below shall be automatically increased annually based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (CPI) unless a mutually agreed upon rate increase is established. Such an increase shall not exceed 4% per year. This letter is to inform the city that current rates in the contract will be escalated using the current 3.3% CPI and will become effective on August 1st 2026. The new rates for the amendment are as follows:

CLASSIFICATION HOURLY	BILLING RATE
Building Safety Services	
Certified Building Official	$170
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	$164
Supervising Structural Engineer	$194
Senior Structural Engineer	$186
Senior Plans Examiner	$149
CASp	$133
Inspector III	$117
Inspector II	$106
Inspector I	$95
Permit Technician	$85
Fire Protection Engineer	$164
Senior Fire Plans Examiner	$138
Fire Plans Examiner/Fire Inspector	$127
ICC Building Plans Examiner	$127
Senior Code Enforcement Officer	$143
Code Enforcement Officer	$133
Trainee	$80

Engineering

Principal-in-Charge	$260
Principal Engineer	$233
City Surveyor	$228
City Engineer	$228
Project Manager	$212
Traffic Engineer	$207
Transportation Engineer	$212
Supervising Engineer	$207
Senior Engineer	$202
Licensed Land Surveyor	$196
Engineering Associate III	$164
Engineering Associate II	$154
Engineering Associate I	$143
Survey Technician	$133
Senior Engineering Technician	$133
Engineering Technician III	$133
Engineering Technician II	$117
Engineering Technician I	$106
Student Trainee	$53
Grading Plans Examiner	$170

Please contact Devin Locke at dlocke@interwestgrp.com or 949-889-5270 should you have any questions. Or feel free to contact me directly at whayes@interwestgrp.com or 909-568-9749

Sincerely,



Bill Hayes, Director of Building Department Services – Southern CA

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Beatriz Jimenez, Assistant Finance Director

Subject: JULY 2026 WARRANTS AND CERTIFICATIONS

Date: August 19, 2026

Agenda Item: 13.J

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for July 2026, starting check number 344754 and ending check number 345036.
2. Review and accept the "Certification of Salaries" for the pay period ending dates June 26th, 2026, through July 24th, 2026.

BACKGROUND:

This staff report certifies the separation of duties between the Preparer (Accounting and Payroll Specialist) and the Reviewer (Finance Director and Assistant Finance Director).
Presented in the attached documents:
a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.
b) EXPENSE REPORTS showing the amount and funds accounts payable came from.
The "Check Report" depicts the following columns:
c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').
d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.
e) Bank Code Summary by payment type.
f) Fund Summary by fund the accounts payables utilized.
CERTIFICATION OF SALARIES
This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates June 26th, 2026, through July 24th, 2026.

ANALYSIS:

See the attachment to this staff report for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:
1. Decline to receive and file July 2026 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

July 2026 PY and AP Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **149181**
ENDING CHK #: **149195**

PAYROLL ENDING: 06/26/26
PAY DATE: 07/03/26

100	GENERAL FUND	369,016.29
104	GENERAL FUND-MEASURE T	105,511.46
108	GENERAL FUND-MEASURE R	21,048.95
206	STORMWATER PROGRAM	3,554.11
280	STATE GAS TAX FUND	17,659.85
405	AAA-AREA AGCY ON AG	1,890.90
610	SEWER ENTERPRISE FUND	12,676.83
620	WATER ENTERPRISE FUND	89,315.29
702	EQUIP. MAINT. FUND	10,260.14
	$	**630,933.82**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

Julie Latshaw 8/11/26
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 8/11/26
MARIA RENTERIA - PAYROLL SPECIALIST DATED

8/11/26
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,403.02	369,016.29
104-GENERAL FUND-MEASURE T	2,006.70	105,511.46
108-GENERAL FUND - MEASURE R	530.95	21,048.95
206-STORMWATER PROGRAM	52.76	3,554.11
280-STATE GAS TAX	344.56	17,659.85
405-AAA (AREA AGCY ON AGING)	68.65	1,890.90
610-SEWER	204.65	12,676.83
620-WATER	1,685.96	89,315.29
702-EQUIPMENT MAINTENANCE	173.00	10,260.14
Grand Total:	**11,470.25**	**630,933.82**

CERTIFICATION OF SALARIES

BEG. CHK #: **149196**
ENDING CHK #: **149208**

PAYROLL ENDING: 07/10/26
PAY DATE: 07/17/26

100	GENERAL FUND	405,013.09
104	GENERAL FUND-MEASURE T	112,607.74
108	GENERAL FUND-MEASURE R	18,185.19
206	STORMWATER PROGRAM	3,552.09
280	STATE GAS TAX FUND	18,013.44
405	AAA-AREA AGCY ON AG	1,923.48
610	SEWER ENTERPRISE FUND	12,203.10
620	WATER ENTERPRISE FUND	89,469.27
702	EQUIP. MAINT. FUND	9,951.04
	$	**670,918.44**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 8/11/26
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Maria Renteria 8/11/26
MARIA RENTERIA - PAYROLL SPECIALIST DATED

8/11/26
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	7,234.55	405,013.09
104-GENERAL FUND-MEASURE T	2,090.70	112,607.74
108-GENERAL FUND - MEASURE R	507.96	18,185.19
206-STORMWATER PROGRAM	52.76	3,552.09
280-STATE GAS TAX	352.76	18,013.44
405-AAA (AREA AGCY ON AGING)	68.10	1,923.48
610-SEWER	198.76	12,203.10
620-WATER	1,691.14	89,469.27
702-EQUIPMENT MAINTENANCE	169.00	9,951.04
Grand Total:	**12,365.73**	**670,918.44**

CERTIFICATION OF SALARIES

BEG. CHK #: **149209**
ENDING CHK #: **149227**

PAYROLL ENDING: 07/24/26
PAY DATE: 07/31/26

100	GENERAL FUND	374,908.84
104	GENERAL FUND-MEASURE T	105,849.93
108	GENERAL FUND-MEASURE R	17,269.65
206	STORMWATER PROGRAM	3,263.94
280	STATE GAS TAX FUND	15,946.21
405	AAA-AREA AGCY ON AG	2,013.19
610	SEWER ENTERPRISE FUND	11,556.00
620	WATER ENTERPRISE FUND	82,862.77
702	EQUIP. MAINT. FUND	9,337.65
	$	**623,008.18**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

8/11/26
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

8/11/26
MARIA RENTERIA - PAYROLL SPECIALIST DATED

8/11/26
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	8,246.31	374,908.84
104-GENERAL FUND-MEASURE T	2,160.00	105,849.93
108-GENERAL FUND - MEASURE R	486.27	17,269.65
206-STORMWATER PROGRAM	52.13	3,263.94
280-STATE GAS TAX	339.41	15,946.21
405-AAA (AREA AGCY ON AGING)	72.35	2,013.19
610-SEWER	197.75	11,556.00
620-WATER	1,691.90	82,862.77
702-EQUIPMENT MAINTENANCE	167.00	9,337.65
Grand Total:	**13,413.12**	**623,008.18**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	344755	THRU:	344760	DATED:	July 6, 2026
CHECK NO.:	344761	THRU:	344880	DATED:	July 9, 2026
CHECK NO.:	344881	THRU:	344881	DATED:	July 16, 2026
CHECK NO.:	344882	THRU:	344891	DATED:	July 17, 2026
CHECK NO.:	344892	THRU:	344892	DATED:	July 20, 2026
CHECK NO.:	344897	THRU:	345036	DATED:	July 23, 2026
DRAFT:	992663	THRU:	992666	DATED:	July 8, 2026
DRAFT:	992667	THRU:	992668	DATED:	July 22, 2026
DRAFT:	992669	THRU:	992669	DATED:	July 16, 2026
DRAFT:	992670	THRU:	992673	DATED:	July 22, 2026
DRAFT:	992678	THRU:	992678	DATED:	July 8, 2026
DRAFT:	992679	THRU:	992680	DATED:	July 22, 2026
VOIDED CHECK NO.:	344793	THRU:	344793	DATED:	July 9, 2026

COUNCIL MEETING DATE: August 19, 2026

AMOUNT OF CERTIFICATION: $ 7,413,340.09

	DISTRIBUTION BY FUND	
100	GENERAL FUND	$2,614,590.70
103	CABLE TELEVISION FUND	$5,556.81
104	GENERAL FUND MEASURE - MEASURE T	$297,784.36
108	GENERAL FUND MEASURE - MEASURE R	$116,435.02
115	RECREATION PROGRAM	$4,567.88
205	NPDES STORMWATER QUALITY	$10,829.75
206	STORMWATER PROGRAM	$11,280.24
207	UNION OIL BUILDING ENDOWMENT	$4,911.63
229	SVCS-DESIGN/STUDY	$12,451.28
280	STATE GAS TAX	$135,128.60
305	BEV CONTAINER RECYCLING	$2,867.00
405	AAA (AREA AGENCY ON AGING	$9,363.93
412	AMERICAN RESCUE PLAN	$9,362.51
500	HILLSBOROUGH OPEN SPACE MAINT	$2,604.75
503	GHAD-GEO HAZ ABATEMENT	$6,170.00
504	HARVEST CFD EA1	$25,937.07
505	PBID	$50,291.07
610	SEWER ENTERPRISE	$2,000,418.43
620	WATER ENTERPRISE	$1,910,195.49
702	EQUIPMENT MAINTENANCE FUND	$76,770.15
800	CASH DEPOSIT TRUST FUND	$91,059.05
803	HARDING PARK TRUST	$14,764.37
	TOTAL FUND DISTRIBUTION	$7,413,340.09

PREPARED BY: Anairy Gonzalez
ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: August 10, 2026

EXCEPT: _____

CITY CLERK: Julie Latshaw
JULIE LATSHAW, CITY CLERK

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

Fund Summary

Fund	Payment Amount
100 - GENERAL	2,614,590.70
103 - CABLE TELEVISION	5,556.81
104 - GENERAL FUND-MEASURE T	297,784.36
108 - GENERAL FUND - MEASURE R	116,435.02
115 - GENERAL RECREATION PRO	4,567.88
205 - NPDES STORMWATER QUALITY	10,829.75
206 - STORMWATER PROGRAM	11,280.24
207 - UNION OIL BULDING ENDOWMENT - OPERATING FU	4,911.63
229 - TRAFFIC IMPACT FEE	12,451.28
280 - STATE GAS TAX	135,128.60
305 - BEV CONTAINER RECYCLING	2,867.00
405 - AAA (AREA AGCY ON AGING)	9,363.93
412 - AMERICAN RESCUE PLAN	9,362.51
500 - HILLSBOROUGH OPEN SPACE	2,604.75
503 - GHAD-GEO HAZ ABATE DIST	6,170.00
504 - HARVEST CFD EA1	25,937.07
505 - PROPERTY BUSINESS IMPROVEMENT DISTRICT	50,291.07
610 - SEWER	2,000,418.43
620 - WATER	1,910,195.49
702 - EQUIPMENT MAINTENANCE	76,770.15
800 - MISC DEPOSITS	91,059.05
803 - HARDING PARK TRUST	14,764.37
Grand Total:	**7,413,340.09**

City of Santa Paula, CA

Check Report

By Check Number

Date Range: 07/01/2026 - 07/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
010378	ALBERTSON'S/SAFEWAY	07/09/2026	Regular	0.00	1,501.20	344761
015896	ALONSO TOOLS, LLC	07/09/2026	Regular	0.00	1,829.94	344762
016763	ALVAREZ, EDUARDO D	07/09/2026	Regular	0.00	3,900.00	344763
015498	AMAZON CAPITAL SERVICES	07/09/2026	Regular	0.00	4,014.26	344764
015175	ANDERSON REFRIGERATION, INC.	07/09/2026	Regular	0.00	325.00	344765
011738	AT&T CALNET 3	07/09/2026	Regular	0.00	516.10	344766
014494	AXON ENTERPRISES	07/09/2026	Regular	0.00	2,792.24	344767
016546	BARK AND BRANCH LANDSCAPING	07/09/2026	Regular	0.00	5,540.00	344768
015284	BEE SPECIALIST	07/09/2026	Regular	0.00	250.00	344769
016631	BFS GROUP LLC	07/09/2026	Regular	0.00	223.78	344770
011094	BRAGG INVESTMENT COMPANY, INC.	07/09/2026	Regular	0.00	602.99	344771
011464	BUSINESS CARD	07/09/2026	Regular	0.00	35.00	344772
011464	BUSINESS CARD	07/09/2026	Regular	0.00	2,862.14	344773
011464	BUSINESS CARD	07/09/2026	Regular	0.00	94.00	344774
011464	BUSINESS CARD	07/09/2026	Regular	0.00	1,934.66	344775
011464	BUSINESS CARD	07/09/2026	Regular	0.00	4,380.58	344776
011603	CALIFORNIA WOOD RECYCLING	07/09/2026	Regular	0.00	230.56	344777
012679	CAL-STATE AUTO PARTS	07/09/2026	Regular	0.00	56.78	344778
015593	CANNON CORPORATION	07/09/2026	Regular	0.00	2,119.75	344779
016811	CARRILLO, ALEXANDRO JESUS	07/09/2026	Regular	0.00	4,775.00	344780
010418	CORELOGIC SOLUTIONS, LLC	07/09/2026	Regular	0.00	140.00	344781
011149	COSTCO WHOLESALE	07/09/2026	Regular	0.00	1,215.62	344782
010932	COUNTY OF VENTURA IT SERVICES	07/09/2026	Regular	0.00	1,721.65	344783
011161	CRAGOE PEST SERVICES INC	07/09/2026	Regular	0.00	485.00	344784
011174	CSULB FOUNDATION	07/09/2026	Regular	0.00	499.50	344785
016924	DELONG, RICHARD	07/09/2026	Regular	0.00	242.00	344786
016439	DEVIL MOUNTAIN WHOLESALE NURSERY LLC	07/09/2026	Regular	0.00	816.92	344787
016156	EFUEL LLC	07/09/2026	Regular	0.00	21,705.10	344788
016126	ENVISION VTA FD AUTO LLC	07/09/2026	Regular	0.00	1,027.64	344789
010187	F M PEARCE Company	07/09/2026	Regular	0.00	5,844.30	344790
010395	FAMCON PIPE & SUPPLY, INC.	07/09/2026	Regular	0.00	5,299.67	344791
010440	FGL ENVIRONMENTAL, INC	07/09/2026	Regular	0.00	10,194.00	344792
	Void	07/09/2026	Regular	0.00	0.00	344793
010424	FOLSOM LAKE FORD	07/09/2026	Regular	0.00	60,991.79	344794
015972	FOUR STAR INVESTIGATIONS, LLC	07/09/2026	Regular	0.00	17,174.46	344795
010432	FRANK'S PAINT & HARDWARE	07/09/2026	Regular	0.00	1,468.57	344796
010441	FRUIT GROWERS SUPPLY CO	07/09/2026	Regular	0.00	2,639.33	344797
016449	GAYTAN, CARLOS	07/09/2026	Regular	0.00	2,090.93	344798
016096	GERALD GARCIA	07/09/2026	Regular	0.00	2,755.00	344799
014639	GOLD COAST ENVIRONMENTAL	07/09/2026	Regular	0.00	2,927.62	344800
015222	GOODSUITE	07/09/2026	Regular	0.00	16.39	344801
016945	GRAHAM, RAY	07/09/2026	Regular	0.00	692.65	344802
015916	HAPA VETERINARY GROUP, INC.	07/09/2026	Regular	0.00	179.00	344803
015153	HINDERLITER DE LLAMAS & ASSOCIATES	07/09/2026	Regular	0.00	2,553.90	344804
010537	HOUSE SANITARY SUPPLY	07/09/2026	Regular	0.00	334.24	344805
015475	JIMENEZ, BEATRIZ	07/09/2026	Regular	0.00	178.34	344806
012750	JORDANO'S INC. AND SUBSIDIARIES	07/09/2026	Regular	0.00	1,968.75	344807
010629	KIMBALL MIDWEST	07/09/2026	Regular	0.00	147.69	344808
013544	LARRY WALKER ASSOCIATES, INC.	07/09/2026	Regular	0.00	5,758.25	344809
010061	LOWE'S	07/09/2026	Regular	0.00	341.49	344810
015633	M6 CONSULTING, INC.	07/09/2026	Regular	0.00	7,429.55	344811
015032	MAGIC JUMP RENTALS VENTURA	07/09/2026	Regular	0.00	1,000.20	344812
015602	MATA, IVAN	07/09/2026	Regular	0.00	475.00	344813
012260	MELGAR, JOSE LUIS	07/09/2026	Regular	0.00	250.00	344814

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014436	MINER'S ACE HARDWARE	07/09/2026	Regular	0.00	2,386.71	344815
010218	NEW IMAGE AUTO BODY	07/09/2026	Regular	0.00	630.00	344816
015436	NUTRIEN AG SOLUTIONS, INC.	07/09/2026	Regular	0.00	1,244.19	344817
016831	OLVERA, MICHAEL	07/09/2026	Regular	0.00	233.03	344818
010246	ON DUTY UNIFORMS & EQUIPMENT	07/09/2026	Regular	0.00	303.83	344819
016579	ON TRACK & FIELD, INC	07/09/2026	Regular	0.00	497.84	344820
012691	O'REILLY AUTOMOTIVE STORES, INC.	07/09/2026	Regular	0.00	1,211.77	344821
015443	PASSPORT LABS, INC.	07/09/2026	Regular	0.00	1,178.61	344822
015335	PAVEMENT COATING CO.	07/09/2026	Regular	0.00	265.63	344823
017100	POSITIVE COACHING ALLIANCE	07/09/2026	Regular	0.00	6,050.00	344824
016771	RAMIREZ, PORFIRIO G.	07/09/2026	Regular	0.00	1,385.00	344825
012635	RAUL'S SMOG	07/09/2026	Regular	0.00	73.50	344826
010520	RP RENTALS	07/09/2026	Regular	0.00	657.64	344827
016876	SAENZ, CYNTHIA L.	07/09/2026	Regular	0.00	600.00	344828
017065	SAFE COMPANIES LLC	07/09/2026	Regular	0.00	2,875.00	344829
010689	SANTA PAULA CHAMBER OF COMMERCE	07/09/2026	Regular	0.00	50,000.00	344830
011263	SANTA PAULA SELF STORAGE	07/09/2026	Regular	0.00	821.00	344831
013909	SITEONE LANDSCAPE SUPPLY, LLC	07/09/2026	Regular	0.00	1,588.39	344832
010785	SMART & FINAL	07/09/2026	Regular	0.00	571.60	344833
011524	SOLID WASTE SOLUTIONS	07/09/2026	Regular	0.00	1,427.45	344834
010795	SOUTHERN CALIFORNIA EDISON	07/09/2026	Regular	0.00	63,989.25	344835
015809	STANDARD SITE RENTALS INC.	07/09/2026	Regular	0.00	2,835.04	344836
016130	STANEWICH III, JOHN	07/09/2026	Regular	0.00	400.00	344837
011144	STAPLES, INC.	07/09/2026	Regular	0.00	691.16	344838
011871	SUNBELT RENTALS, INC.	07/09/2026	Regular	0.00	367.96	344839
011623	SWANK MOTION PICTURES, INC	07/09/2026	Regular	0.00	525.00	344840
012696	TORO ENTERPRISES, INC.	07/09/2026	Regular	0.00	140,982.05	344841
012070	TRAFFIC TECHNOLOGIES	07/09/2026	Regular	0.00	6,942.78	344842
011891	ULINE SHIPPING SUPPLIES	07/09/2026	Regular	0.00	3,800.80	344843
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	07/09/2026	Regular	0.00	181.16	344844
010903	USA BLUE BOOK	07/09/2026	Regular	0.00	1,616.44	344845
013736	V.C.T.C.	07/09/2026	Regular	0.00	325.00	344846
014162	VCHA CLINICS	07/09/2026	Regular	0.00	1,500.00	344847
010938	VENTURA COUNTY SHERIFF'S OFFICE	07/09/2026	Regular	0.00	4,063.16	344848
014375	VENTURA SIGNS & SCREEN PRINTING	07/09/2026	Regular	0.00	62.79	344849
010952	VENTURA TROPHY COMPANY	07/09/2026	Regular	0.00	2,851.87	344850
011539	VERIZON WIRELESS	07/09/2026	Regular	0.00	2,845.56	344851
016578	VITAL RECORDS HOLDINGS, LLC	07/09/2026	Regular	0.00	97.77	344852
013550	WHITE CAP, L.P.	07/09/2026	Regular	0.00	1,582.58	344853
014968	WILLDAN FINANCIAL SERVICES	07/09/2026	Regular	0.00	7,316.00	344854
011158	CALIFORNIA POLICE CHIEFS ASSOCIATION	07/09/2026	Regular	0.00	559.00	344855
015999	CHARTER COMMUNICATIONS HOLDING, LLC	07/09/2026	Regular	0.00	2,031.11	344856
011148	COUNTY OF VENTURA	07/09/2026	Regular	0.00	185.48	344857
014331	CULLIGAN WATER	07/09/2026	Regular	0.00	40.00	344858
012948	DIAL SECURITY 2021	07/09/2026	Regular	0.00	44.40	344859
010847	FARMERS IRRIGATION	07/09/2026	Regular	0.00	3,685.89	344860
016747	GARCIA, JUAN L.	07/09/2026	Regular	0.00	1,100.00	344861
017093	HAYSTACK TEAM, INC.	07/09/2026	Regular	0.00	9,600.00	344862
017102	HOWARD, LIAM	07/09/2026	Regular	0.00	473.00	344863
014988	INFRASCALE INC.	07/09/2026	Regular	0.00	1,619.58	344864
015516	MAINTAINX, INC.	07/09/2026	Regular	0.00	5,850.00	344865
015987	MAINTSTAR, INC.	07/09/2026	Regular	0.00	27,000.00	344866
017101	MANZANARES, JAVIER	07/09/2026	Regular	0.00	473.00	344867
014852	MCCI	07/09/2026	Regular	0.00	7,857.85	344868
014436	MINER'S ACE HARDWARE	07/09/2026	Regular	0.00	100.47	344869
017084	PINNACLE RENOVATIONS CO LLC	07/09/2026	Regular	0.00	1,900.00	344870
011263	SANTA PAULA SELF STORAGE	07/09/2026	Regular	0.00	821.00	344871
011640	SATCOM GLOBAL, INC.	07/09/2026	Regular	0.00	3,023.52	344872
015465	STATE OF CA. - DEPARTMENT OF FISH AND WI	07/09/2026	Regular	0.00	1,929.75	344873
011389	TYLER TECHNOLOGIES, INC	07/09/2026	Regular	0.00	2,457.47	344874
016034	SPIRIT OF SANTA PAULA	07/16/2026	Regular	0.00	27,000.00	344881

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
011464	BUSINESS CARD	07/17/2026	Regular	0.00	911.64	344882
011464	BUSINESS CARD	07/17/2026	Regular	0.00	631.42	344883
011464	BUSINESS CARD	07/17/2026	Regular	0.00	44.99	344884
011464	BUSINESS CARD	07/17/2026	Regular	0.00	1,002.35	344885
011464	BUSINESS CARD	07/20/2026	Regular	0.00	701.22	344892
014801	ABC LEARNING PRESCHOOL	07/23/2026	Regular	0.00	500.00	344897
010055	ACCUSOURCE INC	07/23/2026	Regular	0.00	309.35	344898
015448	ALL CITY MANAGEMENT SERVICES, INC.	07/23/2026	Regular	0.00	6,057.17	344899
015498	AMAZON CAPITAL SERVICES	07/23/2026	Regular	0.00	11,269.86	344900
011354	AT&T MOBILITY	07/23/2026	Regular	0.00	2,557.69	344901
016812	AT&T MOBILITY, LLC	07/23/2026	Regular	0.00	94.50	344902
015318	BADGER METER	07/23/2026	Regular	0.00	6,307.04	344903
015218	BARAJAS, DAVID	07/23/2026	Regular	0.00	5,860.00	344904
016546	BARK AND BRANCH LANDSCAPING	07/23/2026	Regular	0.00	1,800.00	344905
014680	BEST BEST & KRIEGER LLP	07/23/2026	Regular	0.00	65,501.70	344906
016631	BFS GROUP LLC	07/23/2026	Regular	0.00	861.96	344907
012620	BSN SPORTS, LLC	07/23/2026	Regular	0.00	968.44	344908
011151	C.O.R. PLUMBING SUPPLIES	07/23/2026	Regular	0.00	2,075.00	344909
015593	CANNON CORPORATION	07/23/2026	Regular	0.00	16,078.50	344910
016444	CENDEJAS, ERIC	07/23/2026	Regular	0.00	320.00	344911
015874	CHANDLER ASSET MANAGEMENT, INC.	07/23/2026	Regular	0.00	2,741.14	344912
017111	CHAVEZ, MELODY	07/23/2026	Regular	0.00	200.00	344913
010720	CITY OF SANTA PAULA	07/23/2026	Regular	0.00	539.97	344914
013156	COAST CART, INC.	07/23/2026	Regular	0.00	1,127.59	344915
011161	CRAGOE PEST SERVICES INC	07/23/2026	Regular	0.00	630.00	344916
012191	DATAPROSE, LLC	07/23/2026	Regular	0.00	821.32	344917
016776	DE SANTIAGO, LESLIE	07/23/2026	Regular	0.00	200.00	344918
013975	DODOS DESIGN - GARCIA, DAVID	07/23/2026	Regular	0.00	638.60	344919
013360	ENGEO INCORPORATED	07/23/2026	Regular	0.00	6,170.00	344920
017109	ESCOBAR, DAVAWN	07/23/2026	Regular	0.00	200.00	344921
010440	FGL ENVIRONMENTAL, INC	07/23/2026	Regular	0.00	1,303.00	344922
010432	FRANK'S PAINT & HARDWARE	07/23/2026	Regular	0.00	523.78	344923
010441	FRUIT GROWERS SUPPLY CO	07/23/2026	Regular	0.00	59.76	344924
010797	GAS COMPANY, THE	07/23/2026	Regular	0.00	37.12	344925
015222	GOODSUITE	07/23/2026	Regular	0.00	1,717.66	344926
016945	GRAHAM, RAY	07/23/2026	Regular	0.00	646.76	344927
012800	GRANITE CONSTRUCTION COMPANY	07/23/2026	Regular	0.00	339.22	344928
014686	HASA, INC.	07/23/2026	Regular	0.00	3,522.52	344929
016127	HOMELAND LANGUAGE SERVICES LLC	07/23/2026	Regular	0.00	1,867.51	344930
010537	HOUSE SANITARY SUPPLY	07/23/2026	Regular	0.00	1,108.99	344931
017110	IGLESIA PUENTE DE VIDA	07/23/2026	Regular	0.00	200.00	344932
014719	INTERWEST CONSULTING GROUP	07/23/2026	Regular	0.00	360.00	344933
012750	JORDANO'S INC. AND SUBSIDIARIES	07/23/2026	Regular	0.00	1,330.53	344934
011796	LANDS' END BUSINESS OUTFITTERS	07/23/2026	Regular	0.00	87.52	344935
017108	LARA, ANGELICA	07/23/2026	Regular	0.00	200.00	344936
011807	LIVESCAN EXPRESS, INC.	07/23/2026	Regular	0.00	440.00	344937
010061	LOWE'S	07/23/2026	Regular	0.00	8,446.33	344938
015633	M6 CONSULTING, INC.	07/23/2026	Regular	0.00	9,890.06	344939
013438	MAGANA, FELICIA	07/23/2026	Regular	0.00	660.00	344940
015442	MARIPOSA LANDSCAPES, INC.	07/23/2026	Regular	0.00	5,135.40	344941
010129	MASAHISA, OTAGIRI	07/23/2026	Regular	0.00	92.31	344942
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	07/23/2026	Regular	0.00	40,092.59	344943
014436	MINER'S ACE HARDWARE	07/23/2026	Regular	0.00	423.37	344944
012895	MNS ENGINEERS, INC.	07/23/2026	Regular	0.00	12,451.28	344945
015721	NHA ADVISORS	07/23/2026	Regular	0.00	1,606.25	344946
015436	NUTRIEN AG SOLUTIONS, INC.	07/23/2026	Regular	0.00	4,204.43	344947
016863	OAKRIDGE LANDSCAPE, INC.	07/23/2026	Regular	0.00	13,074.90	344948
012691	O'REILLY AUTOMOTIVE STORES, INC.	07/23/2026	Regular	0.00	382.51	344949
014663	PHOENIX CIVIL ENGINEERING, INC.	07/23/2026	Regular	0.00	35,868.80	344950
017112	PRADO, MARIA	07/23/2026	Regular	0.00	200.00	344951
015638	PS CONTAINERS	07/23/2026	Regular	0.00	6,227.26	344952

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010960	PUBLIC WORKS AGENCY	07/23/2026	Regular	0.00	0.55	344953
013739	QUADIENT FINANCE USA, INC.	07/23/2026	Regular	0.00	2,750.00	344954
016964	RAMIREZ, RANDOLPH	07/23/2026	Regular	0.00	197.20	344955
014878	ROBLES, JOEVANY	07/23/2026	Regular	0.00	200.00	344956
017107	ROBLES, RICARDO	07/23/2026	Regular	0.00	428.00	344957
016305	RUGERIO, JOSE LUIS PEREZ	07/23/2026	Regular	0.00	728.00	344958
012477	SANTA PAULA ROTARY CLUB	07/23/2026	Regular	0.00	147.00	344959
010711	SANTA PAULA TIMES	07/23/2026	Regular	0.00	1,574.96	344960
013909	SITEONE LANDSCAPE SUPPLY, LLC	07/23/2026	Regular	0.00	2,711.40	344961
010785	SMART & FINAL	07/23/2026	Regular	0.00	843.90	344962
010795	SOUTHERN CALIFORNIA EDISON	07/23/2026	Regular	0.00	101,784.58	344963
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA	07/23/2026	Regular	0.00	843.00	344964
015285	SUPERIOR PRINTING & GRAPHICS	07/23/2026	Regular	0.00	212.49	344965
015001	SYNAGRO-WWT, INC.	07/23/2026	Regular	0.00	30,445.56	344966
017104	TOUMA, RAMIA	07/23/2026	Regular	0.00	1,650.00	344967
012070	TRAFFIC TECHNOLOGIES	07/23/2026	Regular	0.00	230.52	344968
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	07/23/2026	Regular	0.00	15,708.00	344969
010897	UNITED WATER CONSERVATION DISTRICT	07/23/2026	Regular	0.00	419,672.84	344970
010975	VENTURA REGIONAL SANITATION DISTRICT	07/23/2026	Regular	0.00	80,784.46	344971
017114	VERITIV OPERATING COMPANY	07/23/2026	Regular	0.00	694.72	344972
011963	WHARF, THE	07/23/2026	Regular	0.00	275.00	344973
013550	WHITE CAP, L.P.	07/23/2026	Regular	0.00	6,324.36	344974
015847	WHITE RABBIT MAGIC LLC	07/23/2026	Regular	0.00	3,000.00	344975
011010	WILLDAN ENGINEERING	07/23/2026	Regular	0.00	10,962.50	344976
014968	WILLDAN FINANCIAL SERVICES	07/23/2026	Regular	0.00	4,242.00	344977
016027	YUNEX LLC	07/23/2026	Regular	0.00	3,438.22	344978
011489	ALLIANT INSURANCE SERVICES, INC.	07/23/2026	Regular	0.00	1,930.00	344979
015896	ALONSO TOOLS, LLC	07/23/2026	Regular	0.00	1,392.94	344980
015498	AMAZON CAPITAL SERVICES	07/23/2026	Regular	0.00	10,205.24	344981
016756	BACKFLOW SOLUTIONS, INC.	07/23/2026	Regular	0.00	4,306.50	344982
016546	BARK AND BRANCH LANDSCAPING	07/23/2026	Regular	0.00	640.00	344983
011231	BARON INDUSTRIES	07/23/2026	Regular	0.00	307.78	344984
016537	BAUTISTA, DANIELLE	07/23/2026	Regular	0.00	528.00	344985
011253	BAY ALARM COMPANY	07/23/2026	Regular	0.00	250.50	344986
011094	BRAGG INVESTMENT COMPANY, INC.	07/23/2026	Regular	0.00	149.63	344987
015398	BUNNIN CHEVROLET OF SANTA PAULA	07/23/2026	Regular	0.00	279.90	344988
011341	CALIFORNIA JPIA	07/23/2026	Regular	0.00	3,372,427.00	344989
012679	CAL-STATE AUTO PARTS	07/23/2026	Regular	0.00	82.10	344990
016271	CARRILLO, JANAE L	07/23/2026	Regular	0.00	528.00	344991
015999	CHARTER COMMUNICATIONS HOLDING, LLC	07/23/2026	Regular	0.00	477.33	344992
014331	CULLIGAN WATER	07/23/2026	Regular	0.00	212.25	344993
013724	DIRECT TV	07/23/2026	Regular	0.00	124.99	344994
016156	EFUEL LLC	07/23/2026	Regular	0.00	7,442.00	344995
010395	FAMCON PIPE & SUPPLY, INC.	07/23/2026	Regular	0.00	2,434.09	344996
014348	FERRIS, SABRINA ZAN	07/23/2026	Regular	0.00	200.20	344997
015835	FLORES, ELIXEO	07/23/2026	Regular	0.00	26.00	344998
016268	FLORES, JIMMY BRYAN	07/23/2026	Regular	0.00	660.00	344999
010432	FRANK'S PAINT & HARDWARE	07/23/2026	Regular	0.00	521.11	345000
014061	FRONTIER COMMUNICATIONS	07/23/2026	Regular	0.00	4,444.30	345001
010441	FRUIT GROWERS SUPPLY CO	07/23/2026	Regular	0.00	125.28	345002
010460	GIBBS INTERNATIONAL INC	07/23/2026	Regular	0.00	621.72	345003
010480	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	07/23/2026	Regular	0.00	500.00	345004
010481	GRAINGER	07/23/2026	Regular	0.00	309.80	345005
012800	GRANITE CONSTRUCTION COMPANY	07/23/2026	Regular	0.00	1,451.28	345006
016539	GUTIERREZ, MARTIN	07/23/2026	Regular	0.00	660.00	345007
016251	HARBOR FREIGHT TOOLS USA, INC.	07/23/2026	Regular	0.00	1,398.53	345008
013711	INDEPENDENT ORDER OF ODD FELLOWS	07/23/2026	Regular	0.00	3,060.48	345009
010629	KIMBALL MIDWEST	07/23/2026	Regular	0.00	220.20	345010
010653	LAFCO	07/23/2026	Regular	0.00	11,638.00	345011
016699	LEGENDS SPORTS PHOTOGRAPHY LLC	07/23/2026	Regular	0.00	420.96	345012
010017	LIEBERT CASSIDY WHITMORE	07/23/2026	Regular	0.00	5,280.00	345013

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015032	MAGIC JUMP RENTALS VENTURA	07/23/2026	Regular	0.00	2,357.60	345014
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	07/23/2026	Regular	0.00	5,000.00	345015
014436	MINER'S ACE HARDWARE	07/23/2026	Regular	0.00	1,403.90	345016
017105	MURR-HICKS, MILENA	07/23/2026	Regular	0.00	1,200.00	345017
011981	NBS	07/23/2026	Regular	0.00	1,000.00	345018
010218	NEW IMAGE AUTO BODY	07/23/2026	Regular	0.00	14,527.48	345019
012691	O'REILLY AUTOMOTIVE STORES, INC.	07/23/2026	Regular	0.00	3,543.09	345020
015335	PAVEMENT COATING CO.	07/23/2026	Regular	0.00	223.68	345021
016538	QUININE JR., RONALD GREEN	07/23/2026	Regular	0.00	3,362.50	345022
017106	RAMIREZ, GINA	07/23/2026	Regular	0.00	400.00	345023
014934	RAMIREZ, JOSHUA	07/23/2026	Regular	0.00	780.00	345024
010520	RP RENTALS	07/23/2026	Regular	0.00	219.81	345025
016305	RUGERIO, JOSE LUIS PEREZ	07/23/2026	Regular	0.00	429.00	345026
013909	SITEONE LANDSCAPE SUPPLY, LLC	07/23/2026	Regular	0.00	74.20	345027
010785	SMART & FINAL	07/23/2026	Regular	0.00	63.14	345028
010731	SOUTHERN CALIFORNIA ASSOCIATION OF GOV	07/23/2026	Regular	0.00	4,891.00	345029
015809	STANDARD SITE RENTALS INC.	07/23/2026	Regular	0.00	9,427.58	345030
013828	STEAM CLEANERS INC.	07/23/2026	Regular	0.00	2,695.25	345031
011871	SUNBELT RENTALS, INC.	07/23/2026	Regular	0.00	312.65	345032
011389	TYLER TECHNOLOGIES, INC	07/23/2026	Regular	0.00	16,682.52	345033
010952	VENTURA TROPHY COMPANY	07/23/2026	Regular	0.00	26.94	345034
013550	WHITE CAP, L.P.	07/23/2026	Regular	0.00	629.59	345035
013843	YOUNG, DUNCAN JAMES	07/23/2026	Regular	0.00	2,808.00	345036
015506	PAYMENTUS GROUP, INC.	07/16/2026	Bank Draft	0.00	12,991.55	992669
011211	BNY MELLON	07/22/2026	Bank Draft	0.00	91,962.50	992670
011211	BNY MELLON	07/22/2026	Bank Draft	0.00	597,325.00	992671
011211	BNY MELLON	07/22/2026	Bank Draft	0.00	75,300.00	992672
011211	BNY MELLON	07/22/2026	Bank Draft	0.00	1,031,867.80	992673

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	641	259	0.00	5,100,062.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	5	5	0.00	1,809,446.85
EFT's	0	0	0.00	0.00
	646	**265**	**0.00**	**6,909,509.07**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011688	CALIFORNIA STATE DISBURSEMENT UNIT	07/06/2026	Regular	0.00	982.60	344755
010553	ICMA RETIREMENT TRUST-457	07/06/2026	Regular	0.00	15,645.94	344756
010554	ICMA RETIREMENT TRUST-457 (PT)	07/06/2026	Regular	0.00	1,760.81	344757
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	07/06/2026	Regular	0.00	3,400.00	344758
010291	SEIU LOCAL 721	07/06/2026	Regular	0.00	718.10	344759
010898	UNITED WAY OF VENTURA COUNTY	07/06/2026	Regular	0.00	10.00	344760
011103	COLONIAL LIFE & ACCIDENT	07/09/2026	Regular	0.00	2,521.83	344875
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	07/09/2026	Regular	0.00	813.01	344876
010371	METLIFE SBC	07/09/2026	Regular	0.00	417.10	344877
014422	RELIANCE STANDARD LIFE INSURANCE	07/09/2026	Regular	0.00	5,062.16	344878
010331	RELIANCE STANDARD LIFE INSURANCE	07/09/2026	Regular	0.00	631.69	344879
010331	RELIANCE STANDARD LIFE INSURANCE	07/09/2026	Regular	0.00	6,024.43	344880
011688	CALIFORNIA STATE DISBURSEMENT UNIT	07/17/2026	Regular	0.00	982.60	344886
010553	ICMA RETIREMENT TRUST-457	07/17/2026	Regular	0.00	18,726.14	344887
010554	ICMA RETIREMENT TRUST-457 (PT)	07/17/2026	Regular	0.00	2,089.50	344888
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	07/17/2026	Regular	0.00	3,400.00	344889
010291	SEIU LOCAL 721	07/17/2026	Regular	0.00	718.10	344890
010898	UNITED WAY OF VENTURA COUNTY	07/17/2026	Regular	0.00	10.00	344891
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	07/08/2026	Bank Draft	0.00	82,923.08	992663
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	07/08/2026	Bank Draft	0.00	-108,386.74	992664
010420	INTERNAL REVENUE SERVICE	07/08/2026	Bank Draft	0.00	59,189.60	992664
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	07/08/2026	Bank Draft	0.00	108,386.74	992664
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	07/22/2026	Bank Draft	0.00	83,213.84	992665
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	07/22/2026	Bank Draft	0.00	-83,213.84	992665
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	07/08/2026	Bank Draft	0.00	18,793.83	992665
010420	INTERNAL REVENUE SERVICE	07/22/2026	Bank Draft	0.00	62,960.50	992666
010420	INTERNAL REVENUE SERVICE	07/22/2026	Bank Draft	0.00	-62,960.50	992666
014872	STATE OF CALIFORNIA EDD - SDI	07/08/2026	Bank Draft	0.00	2,165.86	992666
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	07/22/2026	Bank Draft	0.00	19,978.35	992667
014872	STATE OF CALIFORNIA EDD - SDI	07/22/2026	Bank Draft	0.00	2,305.21	992668
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	07/08/2026	Bank Draft	0.00	108,386.74	992678
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	07/22/2026	Bank Draft	0.00	83,213.84	992679
010420	INTERNAL REVENUE SERVICE	07/22/2026	Bank Draft	0.00	62,960.50	992680

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	115	18	0.00	63,914.01
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	249	15	0.00	439,917.01
EFT's	0	0	0.00	0.00
	364	**33**	**0.00**	**503,831.02**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	756	277	0.00	5,163,976.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	254	20	0.00	2,249,363.86
EFT's	0	0	0.00	0.00
	1010	**298**	**0.00**	**7,413,340.09**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	7,413,340.09
			7,413,340.09

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Aminah Mears, DPA, Deputy City Manager,

Subject: FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) WITH SPUSD AND A CONTRACT WITH ALL CITY MANAGEMENT SERVICES (ACMS) FOR CROSSING GUARD SERVICES

Date: August 19, 2026

Agenda Item: 13.K

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a fourth amendment to a Memorandum of Understanding (MOU) with the Santa Paula Unified School District (SPUSD) to pay for school crossing guard services; and
2. Authorize the City Manager to enter into a contract with All City Management Services, Inc. (ACMS) for crossing guard services in an amount not to exceed $247,968 for the one-year initial term.

BACKGROUND:

The Santa Paula Unified School District (SPUSD) is seeking to partner with the City of Santa Paula to facilitate crossing guard services at various schools throughout the District. Under this arrangement, SPUSD will fund the crossing guard services provided by All City Management Services (ACMS), with the City of Santa Paula serving as the contracting “pass-through” for those services.

This arrangement has been in place for several years, as the crossing guards operate within the City’s right-of-way. Because SPUSD cannot directly contract with or indemnify crossing guard personnel operating within the City’s right-of-way, the City facilitates the agreement with ACMS on SPUSD’s behalf, while SPUSD remains responsible for funding the services.

ANALYSIS:

In order to continue the partnership, the City of Santa Paula has prepared a Fourth Amendment to the Memorandum of Understanding (MOU) with the Santa Paula Unified School District (SPUSD) (Exhibit A – Fourth Amendment SPUSD) and received an updated agreement with All City Management Services (ACMS) (Exhibit B – ACMS Agreement). The

Fourth Amendment would extend the term of the MOU through June 30, 2027, with the option to renew for up to four additional years. City staff has coordinated with the City Attorney's Office to review the agreements.

All costs associated with the crossing guard services will be paid by SPUSD. However, because the crossing guards operate within the City's right-of-way, the City and SPUSD have agreed to continue the existing MOU arrangement, with the City serving as the contracting entity for the program. This arrangement allows the program to continue while ensuring the appropriate contractual and indemnification requirements are addressed.

Crossing Guard Services

At the request of SPUSD, the program will fund eight crossing guard positions at locations throughout the City near various elementary, middle, and high schools including locations at:

- N. Ojai Road and Oakdale Place, near Bedell Elementary School;
- Steckel Drive and Main Street, near Glen City Elementary School; and
- High Street and State Route 150.

On regular school days, crossing guard services are generally provided during the morning shift from approximately 7:15 a.m. to 8:30 a.m. and the afternoon shift from approximately 2:15 p.m. to 3:30 p.m. On minimum days, the afternoon shift is adjusted to approximately 11:30 a.m. to 12:30 p.m.

All City Management Services

ACMS is a full-service crossing guard services contractor that provides services to neighboring jurisdictions, including the Cities of Port Hueneme, Ventura, and Oxnard. ACMS manages all aspects of the crossing guard program, including recruitment and local hiring, Department of Justice-compliant background clearances, training, payroll, administrative support, assignment of qualified substitutes during absences, local supervision, and coordination with schools and site safety personnel.

ACMS specializes exclusively in school crossing guard services and has been providing these services since 1985. The company is currently one of the largest providers of school crossing guard services in the region, employing more than 3,500 crossing guards and serving more than 150 public agencies.

STRATEGIC PLAN:

While this item is not a goal or objective in City Council's two-year Strategic Plan, however, it supports City Council's goal of creating an environment within the City in which our residents feel safe and promotes the City as a location of choice for living, working, visiting and recreating under Section C. Public Safety & Emergency Preparedness.

FISCAL IMPACTS:

Costs associated with providing crossing guard services are expected to be nominal for administrative services such as payment processing. The Santa Paula Unified School District will fund the program, reimbursing the City for payments made to ACMS. No budget allocation is required as these are pass-through payments that will not exceed $247,968.

OPTIONS:

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

1. Do not approve the agreement with All City Management Services to provide school crossing guard services and the Third Amendment to the MOU with SPUSD to pay for the services rendered. Doing so is not advised as SPUSD and the City would need to confer as to an alternative manner to provide crossing guard services for youth in the City.

2. Provide staff with further direction.

ATTACHMENTS:

Exhibit A - Fourth Amendment to Agreement with SPUSD (Crossing Guard Services)-8-11-2026.pdf
Exhibit B - ACMS Service Agreement 2026-2027

FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA PAULA AND THE SANTA PAULA UNIFIED SCHOOL DISTRICT

THIS FOURTH AMENDMENT ("Fourth Amendment") is made and entered into this 19th day of August 2026, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and the SANTA PAULA UNIFIED SCHOOL DISTRICT ("District"). City and District shall be referred to herein from time to time individually as "Party" and collectively as "the Parties."

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

A. On July 1, 2021, the City and District entered into a Memorandum of Understanding setting forth each Party's responsibility with respect to the payment of and contracting for crossing guard services (the "MOU").

B. The term of the MOU was from July 1, 2021 to June 30, 2022. Despite ending June 30, 2022, City and District continued to perform the MOU.

C. The MOU provides that City shall pay to All City Management Services (ACMS) all costs and expenses (the "ACMS Costs") associated with the crossing guard services provided within the City of Santa Paula at locations specified by the District.

D. The MOU further provides that District shall be responsible for timely reimbursement to the City of all ACMS Costs incurred in connection with the crossing guard services.

E. On October 19, 2022 the City and District entered into a First Amendment to the MOU to renew their obligations under the original MOU and to extend the term of the MOU through June 30, 2023. Despite ending June 30, 2023, City and District continued to perform the MOU.

F. On September 4, 2024, the City and District entered into a Second Amendment to the MOU to renew their obligations under the original MOU and to extend the term of the MOU through June 30, 2025. Despite ending June 30, 2025, City and District continued to perform the MOU.

G. On September 17, 2025, the City and District entered into a Third Amendment to the MOU to renew their obligations under the original MOU and to extend the term of the MOU through June 30, 2026. Despite ending June 30, 2026, City and District continued to perform the MOU to the present date.

H. The City and District now mutually desire by this Fourth Amendment to further extend the MOU for an additional one (1) year term (an "Additional Term") and increase the amount of ACMS Costs for which District must reimburse City, as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Section 14 of the MOU, the MOU is amended as follows:

A. Section 3, entitled "Program," is hereby amended to read as follows:

"3. Program. Commencing in the 2026-2027 school year, the City will contract for nine (9) persons as crossing guards at certain locations within the District and located within the City of Santa Paula as designated in EXHIBIT A attached hereto and incorporated herein by this reference. The crossing guards shall provide service between the designated hours specified in EXHIBIT A."

B. Subsection 5.1 of Section 5, entitled "Crossing Guard Costs," is hereby amended to read as follows:

"5.1 For the 2026-2027 school year, the City shall pay to ACMS all costs and expenses associated with the crossing guard services provided within the City of Santa Paula at the locations and for the amounts specified in EXHIBIT A (the "ACMS Costs")."

C. Section 8, entitled "Term of Agreement," is hereby amended to read as follows:

"8. Term of Agreement. The term of this Agreement shall be from July 1, 2021 to June 30, 2027, unless earlier terminated as provided herein. The term may be extended for an additional one (1) year term (an "Additional Term"), for up to four (4) Additional Terms, upon the mutual agreement of the Parties. The Parties must give each other written notice of intent to extend this MOU at least thirty (30) days prior to the conclusion of the term and each Additional Term, as applicable."

D. Exhibit A to the MOU is hereby replaced with Exhibit A attached to this Amendment.

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

4. LIMITED AMENDMENT. Except as modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. Whenever the term "MOU" is used in the MOU it shall mean the MOU, as modified by this Amendment. In the event of a conflict between this Amendment and the MOU, the provisions of this Amendment shall control.

[Signatures on Next Page]

SIGNATURE PAGE TO
FOURTH AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA PAULA AND THE SANTA PAULA UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF, the duly authorized representatives of the City and District have executed this Amendment effective as of the first day and year written above.

CITY OF SANTA PAULA	SANTA PAULA UNIFIED SCHOOL DISTRICT
_____	_____
Dan Singer, City Manager	Jeff Weinstein, Superintendent
ATTEST:	
_____	38-3902376
Julie Latshaw, City Clerk	Taxpayer ID No.
APPROVED AS TO FORM:	
_____	
Monica Castillo, City Attorney	

EXHIBIT A
TO
THE FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING

[Attached behind]

All City Management Services Inc.

Client Worksheet 2026 - 2027

Department: 1000910 **Santa Paula, City of**

Billing Rate for 2026/2027: $43.05

Sites with Traditional Calendar

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
8 Sites @ 4.00 hrs/day, 5 days/wk	5760 (8 sites x 4.00 hrs/day x 180 days/yr)	X	$43.05	=	$247,968.00

TOTAL ANNUAL PROJECTED HOURS 5760 PROJECTED COST $247,968.00

	Department #	Department Name	DistrictName	SchoolName	Location #	LocationName
1	1000910	Santa Paula, City of	Santa Paula USD	Isbell Middle School	16048	S 4th St / E Main St
2	1000910	Santa Paula, City of	Santa Paula USD	Barbara Webster Elementary School	19390	High St (Hwy 150) / Ojai Rd
3	1000910	Santa Paula, City of	Santa Paula USD	Barbara Webster Elementary School	15948	Saticoy St / N Oak St
4	1000910	Santa Paula, City of	Santa Paula USD	Glen City Elem	19386	N Steckel Dr/W Main St
5	1000910	Santa Paula, City of	Santa Paula USD	Grace Thille Elementary	15949	E Ventura St / S Oak St
6	1000910	Santa Paula, City of	Santa Paula USD	Grace Thille Elementary	19133	S 10th St / E Ventura St
7	1000910	Santa Paula, City of	Santa Paula USD	Grace Thille Elementary	19349	E Ventura St / S 12th St
8	1000910	Santa Paula, City of	Santa Paula USD	Bedell Elementary School	19195	N Ojai Rd / Oakdale Pl



[redacted]

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August 19, 2026, and is between the CITY OF SANTA PAULA (hereinafter called the "Principal"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for an initial term which commences on or about August 1, 2026, and ends on June 30, 2027 (the "Initial Term"). Thereafter, the term of this Agreement shall renew automatically on the termination date of this Agreement for up to two (2) additional, successive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides the other party with no less than thirty (30) days' written notice to the other party prior to the end of the Initial Term or the Renewal Term, as applicable, in which case this Agreement shall terminate on the expiration date of the Initial Term, or the then-current Renewal Term, as the case may be.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Principal.

3. The Principal shall designate a representative to serve as its point of contact for dealing with Contractor with respect to this Agreement.

4. The Principal shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the

state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under Principal's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Principal a Certificate of Insurance naming the Principal and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Principal and shall not call on the Principal's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Principal, its officers, agents and interest of the Principal. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Principal.

11. Contractor agrees to defend, indemnify and hold harmless the Principal, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the Principal, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay Principal, its officers, agents, or employees, any and all costs and expenses incurred by the Principal, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of Principal, liability will be apportioned between Contractor and Principal based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify Principal will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Principal for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $6,000,000 (Six Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Principal.

14. The Principal agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of forty-three dollars and five cents **($43.05)** per hour, per Crossing Guard during the Initial Term. It is understood that the cost for providing six thousand four hundred eighty **(6,480)** hours of service shall not exceed two hundred seventy-eight thousand nine hundred sixty-four dollars **($278,964.00)**. For automatic renewals no less than (60) days before the expiration of the Initial Term, or the Renewal Term, as applicable, Contractor will notify Principal of its proposed hourly rate for the following 12-month period, which will be deemed accepted by Principal unless Principal notifies Contractor of its disagreement therewith, or its intent not to renew the Agreement, in writing, no less than thirty (30) days prior to the end of the Initial Term or the Renewal Term, as applicable. If Principal disagrees with Contractor's proposed new hourly rate, but still wishes to renew the Agreement the parties will negotiate in good faith to reach mutual agreement on, and confirm in writing, the new hourly rate for the following 12-month period, prior to the expiration of the Initial Term or the Renewal Term, as the case may be. If Principal does not approve the new hourly rate in writing before the commencement of the Renewal Term, the Agreement shall renew at the hourly rate then in effect, unless the parties otherwise agree in writing.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide Principal with 60 days-notice of its request to increase pricing. Principal agrees to review and respond to said notice within 30 days of receipt.

17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

PRINCIPAL	**CONTRACTOR**
City of Santa Paula	**All City Management Services, Inc.**
By_____ Signature	By_____
_____ Print Name and Title	_____ Print Name and Title
Date_____	Date_____

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Aminah Mears, DPA, Deputy City Manager,

Subject: 2025-2027 CITY COUNCIL TWO-YEAR STRATEGIC PLAN IMPLEMENTATION PROGRESS REPORT, ONE-YEAR UPDATE

Date: August 19, 2026

Agenda Item: 14.A

RECOMMENDATION:

Staff recommends the City Council receive a progress report on the Council's Two-Year Strategic Plan as a one-year update.

Presented by: Aminah Mears, DPA, Deputy City Manager

BACKGROUND:

On July 2, 2025, the City Council adopted six overarching categories and goals and forty-nine objectives as an operational framework for the City of Santa Paula. The Strategic Goals guide the development of the budget and departmental plans, which also drive the allocation of resources and staff time.

The 2025-2027 Strategic Plan (the "Plan") contains the following six categories and goals:

A. Infrastructure, Transportation and Mobility
B. Economic Development
C. Public Safety and Emergency Preparedness
D. Healthy, Connected and Thriving Community
E. Arts, Culture and Entertainment
F. Operational Excellence

The Plan contains 49 strategic objectives. Many objectives intersect across multiple categories, highlighting the importance of cross-departmental coordination and collaboration. These ensure alignment with state and local requirements, especially for goals that require action in the near term.

ANALYSIS:

The 2025-2027 City Council Strategic Plan Progress Report (Exhibit A) provides a comprehensive status update on the six overarching goals and 49 objectives contained within the Plan. This staff report is intended to highlight completed objectives and significant milestones achieved during the first year of implementation, while Exhibit A provides the

detailed status of all objectives.

Milestone Metrics

Each objective within the Plan includes defined metrics used to measure progress toward completion. The color-coded “Status” column in Exhibit A allows the City Council and the public to track implementation of each objective.

One year into the two-year Strategic Plan, five of the Plan’s 49 objectives have been completed, with substantial progress continuing across most remaining objectives. The following highlights represent significant milestones and accomplishments achieved during the reporting period.

Completed Strategic Plan Objectives

Goal C. Public Safety & Emergency Preparedness

- **SPPD Facility Upgrades -** Phase II facility improvements advanced through approved funding, supporting continued investment in Police Department facilities.

- **SPPD Community Engagement** - The Police Department expanded opportunities to connect with residents, nonprofits, businesses, and community partners through its community engagement efforts.

Goal D. Healthy, Connected, & Thriving Community

- **Senior Master Plan** – Parks and Recreation Department completed this objective by identifying priorities informed by the Senior Master Plan.

  SPUSD Partnerships - The City advanced its partnership with the Santa Paula Unified School District to support shared use of school and City facilities.

- **Pickleball Courts** - The City completed its evaluation of options for community recreational pickleball courts.

Notable Progress and Key Milestones

In addition to the completed objectives, staff achieved several significant milestones that demonstrate continued implementation of the City Council’s Strategic Plan.

Goal A. Infrastructure, Transportation and Mobility

- **Green Initiatives:** Solar-powered lighting is planned for 8th Street, and the City is evaluating a Clean Power Alliance proposal for a solar canopy and battery energy storage system at the City Hall complex. Engineering plans are being completed for a large solar project at the Wastewater Recycling Facility that would offset electrical costs for our Enterprise Funds.

- **Downtown Parking Improvements:** Three downtown parking lots and two park parking lots are scheduled for pavement improvements this month, through the 2026 Pavement Management Program, advancing efforts to improve the condition, safety, and overall

experience of public parking facilities.

- **Public Restrooms:** A new restroom at Teague Park is underway, with refurbishment of the Mill Park restrooms identified as the next priority.

Goal B. Economic Development

- **Permitting Modernization:** The City implemented the GovWell online permitting and project tracking system, allowing plan submittals to be processed electronically and improving accessibility for applicants. A public-use computer was also added at the Community and Economic Development counter to assist customers who need access to the online system.

- **Commercial Corridor Revitalization:** A draft ordinance addressing vacant storefronts has progressed through review by the Economic Development Standing Committee and Property Business Improvement District Board, with additional stakeholder engagement planned before Council consideration.

Goal C. Public Safety & Emergency Preparedness

- **Emergency Communications:** The City expanded disaster preparedness communications by providing resources to prior CERT participants and promoting VC Alert and emergency preparedness information through Police Department communication channels.

- **Extreme Weather Mitigation:** The City strengthened wildfire and hazard preparedness through coordination with the Ventura County Fire Safe Committee, promotion of home-hardening resources in the Oaks area, and participation in the update of the 2027 Multi-Jurisdictional Hazard Mitigation Plan.

Goal D. Healthy, Connected, & Thriving Community

- **Housing:** The City is working with Ventura County to implement SCAG-funded analysis of infill housing opportunities and is conducting outreach to developers regarding viable sites for affordable housing.

Goal E. Arts, Culture, & Entertainment

- **Advocacy & Education of Historic Resources**: Updates to the Historic Preservation Code and Mills Act program, along with efforts to identify and nominate historic structures, are moving toward implementation.

- **Amphitheater Programming:** Programming at the Sports Park Amphitheater expanded through Concerts in the Park, Fourth of July programming, and new community activities, advancing the City's goal of developing diverse uses and partnerships at the facility.

Goal F. Operational Excellence

- **Municipal Code:** Departments have begun a coordinated review of assigned sections of the Municipal Code, with guidance from the City Attorney, to identify outdated or

unnecessary provisions for future cleanup and modernization.

- **Artificial Intelligence (AI) Technology:** The City Council adopted the City's Artificial Intelligence (AI) Policy, and the City has engaged Common Sense to help staff utilize AI to improve the efficiency of Public Records Act (PRA) request processing. The City is also exploring an AI-powered chatbot later this year to enhance customer service and access to information.

- **Staff Investment: Effort towards Employee Retention, etc.:** The City continues investing in employee development and retention through professional training, compliance-focused learning opportunities, and cross-departmental employee engagement activities intended to strengthen skills, collaboration, and workplace morale. Activities include Hazardous Waste Operations and Emergency Response, Workplace Violence Prevention (SB 553): Strategies for Awareness, Identification & Safety, Communication Skills for Supervisors, CalPERS training, CPR/AED/First Aid Safety with Fire Extinguisher, SPARK organization reset initiative and various Employee Service Recognition events.

STRATEGIC PLAN:

Progress in all items contained in this report will continue to advance City Council's objectives.

FISCAL IMPACTS:

There are no direct costs associated with Strategic categories or goals. Specific objectives contained within the plan may have direct fiscal impacts, which have either been incorporated into the 2025-2027 budget, may require additional funding sources, or will need to be approved by Council once a budget has been developed and a project is ready for Council's authorization.

PERSONNEL IMPACTS:

The majority of City staff time is dedicated to mandated, routine, and responsive responsibilities that support the City's day-to-day operations. Given existing staffing levels and operational demands, staff capacity to take on additional initiatives may vary. As opportunities arise, departments will continue to identify ways to advance the objectives outlined in the Strategic Goals while balancing these priorities with essential service delivery.

OPTIONS:

The City Council has the following alternative options available:

1. No action is necessary.

ATTACHMENTS:

Exhibit A - Strategic Plan 2025-2027 Implementation Progress Report Update - One Year.pdf

Strategic Plan 2025-2027

A. Infrastructure, Transportation & Mobility

Projects	Status	FY 25	FY 26	Department
A1. Streets, Sidewalks, & Storm Drains - Accelerate the City's funding and investments to improve infrastructure.	In Progress/Ongoing	X	X	Public Works
A2. Green Initiatives Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.	In Progress/Ongoing	X	X	Public Works
A3. *Downtown Parking Lot Experience - Improve and maintain lighting, safety measures, and parking lots within the downtown keeping in mind historical aesthetics.	In Progress/Ongoing	X	X	Public Works
A4. Bike Master Plan - Create a Class I and II Bike Trail Master Plan and work towards expansion of our existing trails.	In Progress/Ongoing	X	X	Public Works
A5. Rail Corridor Beautification & Improvements - Work with partners to make improvements to the existing rail corridor.	In Progress/Ongoing	X	X	Public Works
A6. Bike Trail Beautification & Improvements - Work with partners to beautify and make improvements to the existing and future bike trail pathways.	In Progress/Ongoing	X	X	Public Works
A7. Public Restrooms - Pursue upgrades to City public restrooms.	In Progress/Ongoing	X	X	Parks & Recreation
A8. Mobility - Engage with Ventura County Transportation Commission (VCTC) re: Short Range Transit Plan to improve mobility options for residents.	In Progress/Ongoing	X	X	Public Works

B. Economic Development

Projects	Status	FY 25	FY 26	Department
B1. Revenue Opportunities - Actively pursue opportunities to increase the City's revenue base.	In Progress/Ongoing	X	X	CED
B2. Regional Employment - Growth and attraction of regional employment hubs.	In Progress/Ongoing	X	X	CED
B3. Downtown Enhancements - Develop guidelines which address architecture, landscaping, streets, and hardscape elements in partnership with the Property Business Improvement District (PBID).	In Progress/Ongoing	X	X	CED
B4. Marketing - Work with partners to invest in the marketing of Santa Paula collectively to promote Santa Paula to increase economic vitality.	In Progress/Ongoing	X	X	CED
B5. Permitting - Streamline application and permitting processes.	In Progress/Ongoing	X	X	CED
B6. Navigational Signage - Attract "passthrough" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and SR126 to promote business and tourist opportunitie	In Progress/Ongoing	X	X	CED
B7. Business Attraction - Identify and attract businesses that create jobs, increase revenues, and provide services that meet consumer needs.	In Progress/Ongoing	X	X	CED
B8. Reduce Retail Vacancy within Commercial Corridors - Implement options for addressing empty storefronts.	In Progress/Ongoing		x	CED
B9. Economic Development Staff - Explore the creation of a position dedicated to Economic Development and Vitality goals.	In Progress/Ongoing	X	X	CED

C. Public Safety & Emergency Preparedness

Projects	Status	FY 25	FY 26	Department
C1. Cameras - Pursue funding opportunities to expand safety cameras to cover critical infrastructure & public spaces.	In Progress/Ongoing	X	X	PD
C2. Tactical Response - Develop and fund a tactical response program within the department.	In Progress/Ongoing	X	X	PD
C4. SPPD Community Engagement - Develop methods and programs to connect our police with the community, local nonprofits and businesses.	Completed	X		PD
C3. SPPD Facility Upgrades - Pursue funding to complete facility upgrades for Phase II.	Completed	X		Parks & Recreation
C5. Emergency Plan - Create an Emergency Preparedness, Response and Recovery Plan.	Not Started			PD
C6. Emergency Communications - Create community engagement strategies to educate residents prior to and during an emergency.	On Track	X	X	PD
C7. Emergency Response - Seek funds and grant opportunities to upgrade our dispatch and emergency response systems.	In Progress/Ongoing	X	X	PD
C8. Extreme Weather Mitigation - Develop and explore ways to make the City and the residents more resilient to the impacts of extreme weather	In Progress/Ongoing	X	X	PD

D. Healthy, Connected, & Thriving Community

Projects	Status	FY 25	FY 26	Department
D1. Service Technology Enhancements - Improve connectivity between residents and public services.	Not Started			IT
D2. Youth Facilities - Explore expansion of youth facilities and resources at Las Piedras Park.	In Progress/Ongoing	X	X	Parks & Recreation
D3. Smoking - Explore updating City's "No Smoking" Ordinance.	Not Started			CED
D4. Climate Action Plan - Work with Ventura County to develop a plan.	Not Started			Admin
D5. Fagan Barranca Park Master Plan - Pursue funding and build partnerships to implement Master Restoration Plan.	In Progress/Ongoing	X	X	Parks & Recreation
D6. Code Enforcement - Develop administrative hearing ordinance and public code education programs.	Not Started			CED
D7. Water/Sewer Bill Assistance - Explore options for low-tomoderate or fixed income residents with programs to assist with water/sewer bills.	In Progress/Ongoing	X		Public Works
D8. Senior Master Plan - Identify goals based on feedback from Senior Master Plan.	Completed	X	X	Parks & Recreation
D9. SPUSD Partnerships - Work with Santa Paula Unified School District to create a joint use agreement for school and city facilities.	Completed	X		Admin
D10. Pickle Ball Courts - Explore options for community recreational pickle ball courts.	Completed	X	X	Parks & Recreation
D11. Housing - Advocate and seek resources for the implementation of the Housing Element 2029 Housing Action Plan.	On Track	X	X	CED
D12. Unhoused - Address and support the needs of the unhoused including behavioral support.	In Progress/Ongoing	X	X	CED

D13. Rent Stabilization - Study rent stabilization options relative to current state laws.	In Progress/Ongoing			CED
D14. Broadband - Support broadband and other forms of broadband infrastructure connectivity options for the community.	Not Started			Admin
D15. Community Dog Park - Explore options for a community dog park.	In Progress/Ongoing	X	X	Parks & Recreation

E. Arts, Culture, & Entertainment				
Projects	**Status**	**FY 25**	**FY 26**	**Department**
E1. Public Art & Murals - Support public art and the mural program and pursue methods to increase funding.	In Progress/Ongoing	X	X	Admin
E2. *Advocacy & Education of Historic Resources - Adopt and implement standards and guidelines for new development, alterations to existing structures, and preservation of historic r	In Progress/Ongoing	X	X	CED
E3. Percent for the Arts - Explore policies or programs which could establish a "percent for the arts" ordinance.	In Progress/Ongoing	X	X	Admin
E4. Amphitheater Programming - Establish partnerships and collaborations for diverse programming for the Sports Park Amphitheater.	On Track	X	X	Parks & Recreation
F. Operational Excellence				
Projects	**Status**	**FY 25**	**FY 26**	**Department 1**
F1. Municipal Code - Review the City's municipal code to reduce irrelevant codes and update development codes.	In Progress/Ongoing	X	X	Admin
F2. Staff Investment - Develop efforts related to employee retention, engagement, and career development.	In Progress/Ongoing	X	X	Admin
F3. Reduce Reliance on Outside Consultants - Ensure the City is providing adequate staffing and filling key positions to reduce reliance on outside consultants.	In Progress/Ongoing	X	X	Admin
F4. Artificial Intelligence (AI) - Explore AI technology to enhance resident and staff service needs.	On Track			Admin
F5. Staffing - Return to Council with a strategic staffing plan based on the City's projected growth.	In Progress/Ongoing	X	X	Admin+A32A1:E62

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: August 19, 2026

Agenda Item: 15.A

RECOMMENDATION:

Staff recommends City Council review future agenda items and give consideration to two Councilmember requests for future discussion and action.

Presented by: City Manager Dan Singer

BACKGROUND:

The attached Future Agenda Items forecast, Exhibit A, identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

In accordance with the Council's adopted Manual of Procedural Guidelines, Section 5.1, Council Member Pedro Chavez has introduced a new request for Council's consideration (see Attachment B & C, respectively). Council is provided the opportunity to review these requests and discuss placing either of them, or none of them, on a future agenda or taking other appropriate action. Staff and the City Attorney will be available to respond to questions posed by the Council in consideration whether to agendize these requests and weigh any properties.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

09.2.2026_Future_Agenda_Items_lm.pdf

Attachment B - Council Agenda Request Form - Animal Welfare Study
Attachment C - Council Agenda Request Form - RV Parking Policy

Santa Paula City Council Tentative Agenda Schedule

	Special Meeting Wednesday, August 25th – 6:00 pm	
CEDD	Mobile Home Rent Review Workshop – Community Center	
	Regular Meeting September 2nd – 6:30 pm	
Admin	City Manager Department Report	
PW	Athens Rate Hearing Prop 218	
PW	Clean Power Alliance – Solar Project	.
PW	Caltrans Cooperative Agreement	
PW	Acceptance of Tract 6001 Sewer System - Lennar	
HR	Water Depart Reorganization Request	
Admin	Future Agenda Items	
	Regular Meeting Wednesday, September 16th – 6:30 pm	
Clerk	Conflict of Interest Code Biennial Update 2026	
P&R	Contract Community Center Remodel Project	
PW	Sidewalk Master Plan Award	
PW	WRF Solar Project Design Options	
	STUDY SESSION TOPICS	
Finance	Development Impact Fees (DIF)*	3rd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission	
CDD	Use of Triangle Property on Housing	4th Qtr.
P&R	Park Host Program	4th Qtr.
	FUTURE AGENDA ITEMS	
Legal	Fire MOU Amendment for Station 26	4th Qtr.
Admin	Code Amendment Introduce Ordinance – Ongoing	
Admin	No Smoking Ordinance – Workshop	3rd Qtr.
Admin	Electric Bike/Scooter Ordinance Options	3rd Qtr.
Admin	EA1 (Several Items)	3rd Qtr.
P&R	HVAC & Union Oil Building	3rd Qtr.
CDD	Remnant Parcel Annexation *	3rd Qtr.
PW	Plans and Specifications for Peck/Calpipe Street Improvement	3rd Qtr.
PW3	Approve final design of bike trail extension, Telegraph Rd., and Roundabout	3rd Qtr.
Legal	Nitric Oxide Restrictions Discussion	3rd Qtr.

Activities associated with the Council's Strategic Plan*

Updated 8/12/2026

Agenda Request Form

For Council Discussion Purposes

Name:	**Proposed Meeting Date:**	**Date:**
Pedro A Chavez	August 19, 2026	7/28/2026

Type:

Recognition _____ Proclamation _____ Policy X

Resolution _____ Ordinance _____ Other _____

Title:

Animal Welfare Study Session

General Description:

Request a City Council Study Session to review the City's animal welfare policies and practices, including, but not limited to, animal sheltering policies, humane wildlife management and control, community education and engagement, and partnerships with animal welfare organizations.

Purpose / Objective:

The study session will provide an opportunity to assess current practices, provide the community with information on current efforts to manage stray animals, gather input from residents and stakeholders, identify areas for improvement, and consider policy recommendations that promote public safety, responsible animal care, and humane treatment of animals throughout the City of Santa Paula.

Staff Use Only

Est. Fiscal Impact:	**Budgeted:**	**Est. Time Impact:**
$ $ 3,000	Yes ☐ No ☒	10 hours

Anticipated Start Date:	**Anticipated Completion Date:**
Fall/Winter 2026	Same
Strat Plan Consistency?	**Gen Plan or SPMC Consistency?**
N/A	N/A
Assigned to (Department):	**Assigned to (Person):**
Police Department	Animal Services Officer
Committee Assignment:	
None	

Agenda Request Form

For Council Discussion Purposes

Name:	**Proposed Meeting Date:**	**Date:**
Council Member Pedro A Chavez	August 19, 2026	7/28/26

Type:

Recognition _____ Proclamation _____ Policy X_____

Resolution _____ Ordinance _____ Other _____

Title:

Study Session on RV Parking Ordinance

General Description:

Request a City Council Study Session to review the City's existing RV Parking Ordinance, evaluate its effectiveness and enforcement practices, gather community input from residents and stakeholders, and consider whether updates are needed to address current community needs, legal requirements, public safety, neighborhood impacts, and equitable enforcement.

Purpose / Objective:

The study session will provide an opportunity to discuss potential modernization of the ordinance and identify policy options for future Council consideration and prioritzation.

Staff Use Only

Est. Fiscal Impact:	**Budgeted:**	**Est. Time Impact:**
$ $ 4,000	Yes [X] No [ ]	10 - 12 hours

Anticipated Start Date:	**Anticipated Completion Date:**
Fall/Winter 2026	Dependent on Council Direction
Strat Plan Consistency?	**Gen Plan or SPMC Consistency?**
As part of the Muni Code Update	Yes
Assigned to (Department):	**Assigned to (Person):**
City Attorney	
Committee Assignment:	
None	