City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, NOVEMBER 1, 2023

6:30 PM - City Council Regular Meeting

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

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

BRINGING ITEMS BEFORE THE CITY COUNCIL

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

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

7. **PRESENTATIONS**

   7.A NATIONAL NATIVE AMERICAN HERITAGE MONTH

   7.B PROCLAMATION - 100th BIRTHDAY - ALBINO PINEDA

   7.C SENIOR ADVISORY COMMITTEE PRESENTATION

   7.D MEASURE T OVERSITE COMMITTEE ANNUAL REPORT

8. **CITY COUNCIL REPORTS**

9. **CITY MANAGER REPORTS**

10. CONSENT CALENDAR

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

10.A ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year professional services agreement with each shortlisted, prequalified firm to provide on-call professional consulting services for FY 2023-2026, namely (1) NV5 West, Inc; (2) MKN Associates, Inc.; (3) Twining, Inc.; and (4) EMC Planning Group.
2. Authorize the City Manager or his designee to issue professional consulting services task orders in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per consultant, whichever is less.

10.B PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR DEVELOPMENT PROJECT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year Professional Services Agreement with MNS Engineers Inc. to provide planning services for a not-to-exceed amount of $125,000 per fiscal year; and/or
2. Take such additional, related action that may be desirable.

10.C 2023 HOLIDAY PARADE SPONSORSHIP REQUEST

RECOMMENDATION:

Staff recommends City Council:

1. Approve a request to sponsor up to 50% of the costs for City services for the 2023 Santa Paula Holiday Parade.

11. ACTION ITEMS

11.A 2023 SPECIAL TAX BONDS FOR HARVEST CFD NO. 1 IMPROVEMENT AREA A

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7489 authorizing the issuance of Special Tax Bonds for and on behalf of Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1, approving and directing the execution of a Supplemental Fiscal Agent Agreement and Bond Purchase Agreement,

approving the form of Preliminary Official Statement, approving sale of such Bonds, and approving other related documents and actions.

Presented by: Finance Director Christy Ramirez

11.B **ESTABLISHMENT OF A DEPUTY CITY MANAGER POSITION**
RECOMMENDATION:

It is recommended the City Council:

1. Adopt Resolution 7491, removing the Assistant City Manager (ACM) position from the adopted Position Control List and establish a new Deputy City Manager (DCM) job specification with a corresponding salary at Range 113, within the City's adopted compensation schedule.

Presented by: Dan Singer, City Manager

11.C **FISCAL REVIEW: FY 22/23 YEAR END AND FY 23/24 Q1 FOLLOW UP**
RECOMMENDATION:
Staff recommends that the City Council approve Resolution No. 7490 Amending the City's Operating and CIP Budget for FY 2022/23 and FY 2023/24.

Presented by: Christy Ramirez, Finance Director

12. ITEMS FOR FUTURE AGENDAS

12.A **FUTURE AGENDA ITEMS**
RECOMMENDATION:
Staff recommends City Council review future agenda items.

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES

Date: November 1, 2023

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year professional services agreement with each shortlisted, prequalified firm to provide on-call professional consulting services for FY 2023-2026, namely (1) NV5 West, Inc; (2) MKN Associates, Inc.; (3) Twining, Inc.; and (4) EMC Planning Group.
2. Authorize the City Manager or his designee to issue professional consulting services task orders in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per consultant, whichever is less.

BACKGROUND:

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

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

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

ANALYSIS:

Twenty-five (25) consulting firms were included in the shortlist approved by City Council on June 21, 2023. Staff has presented and received Council approval and contract award for several of these consultants in the past few months. The last group of these twenty-five consultants proposed for agreement approval, together with their associated service disciplines, are contained in Table 1 below. The professional services agreement for each consultant, together with related exhibits addressing submitted qualifications and compensation rate sheets, are referenced by Attachment in Table 1.

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

Attachment	Firms	Service Disciplines
1	NV5	Geotechnical Engineering
2	MKN	Civil Engineering, Project and Construction Management, Water and Wastewater Engineering
3	Twining	Geotechnical Engineering and Material Testing
4	EMC Planning Group	Environmental Consulting and Monitoring

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

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

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

OPTIONS:

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

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

ATTACHMENTS:

Attachment 1 - NV5 West Inc. 3-year On-Call Agreement.pdf
Attachment 2 - MKN Associates Inc. 3-year On-Call Agreement.pdf
Attachment 3 - Twining Inc. 3-year On-Call Agreement.pdf
Attachment 4 - EMC Planning Group 3-Year PSA.pdf

Attachment 1

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND NV5 WEST, INC.

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
NV5 WEST, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of November, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and NV5 West Inc., Delaware corporation, with its principal place of business at 1868 Palma Drive, Suite A Ventura, CA 93003("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 geotechnical engineering and construction materials testing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at

its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

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

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: NV5 West, Inc.
1868 Palma Drive, Ste. A
Ventura, California 93003
ATTN: Ed Sullivan, Construction Services Manager

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

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND NV5 WEST, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

NV5 WEST, INC.

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

By: Scott Moors

Its: Vice President

Printed Name: Scott Moors

By: Marylo O'Brien

Its: Secretary

Printed Name: Marylo O'Brien

EXHIBIT "A"
SCOPE OF SERVICES

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

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXHIBIT "B"
SAMPLE TASK ORDER FORM

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

TASK ORDER

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

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

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

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

_____
_____attached _____proposal dated _____(Exhibit A).

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

_____	_____
Dan Singer, **City Manager**	**Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

ATTACHMENT 3
PROFESSIONAL FEE SCHEDULE

NV5 WEST, Inc.
1868 Palma Drive, Suite A, Ventura, CA 93003 | 805.656.6074 | www.NV5.com

2023 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

1. **Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.
2. **Turn-Around-Time -** Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.

   RUSH: 50% surcharge. Sample prioritized over other samples in que.

   PRIORITY: 100% surcharge: Completed as fast as possible per method.
3. **Project Setup** – A $225 fee applies for setup and administration of On-Call agreements and contracts less than $3,500.
4. **Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancelation after field personnel have been dispatched will be charged a 4-hour minimum charge.
5. **Minimum Charges** – A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour.
6. **Overtime Rates** - Rates are based on an 8-hour workday between 7:00 a.m. and 4:00 p.m., Monday-Friday. Work outside of these hours or in excess of 8 hr/day or 40 hr/wk will be charged at 1.5 times the listed rates. Work over 12 hours in 1 day or work on Sundays or holidays will be charged at 2.0 times quoted rates. Night / Special Shift work is charged a 1.5 times normal rate unless a full week's work (5 days) is scheduled.
7. **Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest regular workday will be observed.
8. **Travel** – Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.
9. **Per Diem** – Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.
10. **Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be invoiced for scheduling, management, & report review.
11. **Outside Services / Drillers-CPT / Subcontractors -** Cost plus 15%.
12. **Prevailing Wage** – Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of wage requirements.
13. **Sample Disposition** – Unless previously arranged, all samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. Samples may be archived for a specified period for an agreed monthly fee – typically $5/mo per ring/tube sample, $10/mo AC box, $15/mo bulk.
14. **Certified Payroll** – A $45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.
15. **Escalation** – Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule. Updated Fee Schedules will be published annually and become effective January 1.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to portal from/to NV5's lab)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	$ 215
Senior Engineer/Geologist/Consultant (PE, CEG)	$ 190
Project Engineer/Geologist/Consultant	$ 175
Sr. Staff Engineer/Geologist/Consultant	$ 150
Staff Engineer/Geologist/Consultant	$ 138
Construction Services Manager	$ 185
Project Manager	$ 175

B. Technical Staff	*Prevailing Wage*	Standard
ICC Special Inspector I / Soil-Asphalt-ACI Technician I	$ 122	$ 96
ICC Special Inspector II / Soil-Asphalt-ACI Technician II	$ 126	$ 106
ICC Special Inspector III / Soil-Asphalt-ACI Technician III	$ 132	$ 116
AWS Certified Welding Inspector I	$ 126	$ 100
AWS Certified Welding Inspector II	$ 132	$ 110
Roofing/Waterproofing Inspector I	$ 122	$ 100
Roofing/Waterproofing Inspector II	$ 132	$ 110
NDT Technician I (UT/Mag Part./Dye Pen.)	$ 122	$ 100
NDT Technician II (UT/Mag Part./Dye Pen.)	$ 132	$ 110

C. Public Works/DSA/OSPHD Inspection	Standard
Project Inspector / OSHPD IOR C, DSA PI III	$ 110
Project Inspector / OSHPD IOR B, DSA PI II	$ 120
Project Inspector / OSHPD IOR A, DSA PI I	$ 130
DSA Masonry / Shotcrete Inspection I	$ 122 / $ 106
DSA Masonry / Shotcrete Inspection II	$ 132 / $ 122

D. Sample Pickup, Delivery, Storage & Mileage	Standard
Sample Pickup/Delivery (>25mi. radius of Lab) – plus applicable unit price	$ 80/hr
Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	$ 120/hr
Mileage / Trip Charge – Field Vehicle ($35/day min. charge)	$ 0.75/mi
Mileage – Coring Truck	$ 0.85/mi
Vehicle – Field Truck 2WD	$ 65/day
Vehicle – Field Truck 4WD	$ 85/day

E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)		
Machine, truck & 1 operator (accessible flatwork only)	$245/hr	$ 208/hr
Machine, truck & operator & helper	$360/hr	$ 312/hr
Coring Bit Charge		$ 3.50/in

F. Support Staff & Special Services	Standard
Laboratory Technician	$135/hr
Certified Payroll Admin.(per project)	$45/wk
Court Appearance and Depositions (4 hr min)	$440/hr
Clerical	$76/hr
Special Inspection Verified Report (SIVR/VR)	$ 312 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 – Test only)	$ 515 (min.) ea.
Combined Lab Verified Report (DSA 291 – Tests & Inspections)	$ 670 (min.) ea.
DSA 5 SI (Inspector Qualifications)	$ 90 ea.

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	$ 60/dy
2. Asphalt Patch (cold patch / cutback) – per bag	$ 48/dy
3. Calibrated Hydraulic Ram (Pull test)	$ 106/dy
4. Ceiling Wire Dead-Weight Equip.	$ 180/dy
5. Coating Thickness Gauge	$ 125/dy
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)	$ 95/ea
7. Floor Flatness (plus labor – 4hr min)	$ 635/dy
8. Durometer Gauge (Shore A/D)	$ 65/dy
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)	$ 550/dy
10. Generator (Portable)	$ 105/dy
11. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	$ 440/dy
12. Hardness Gauge (Brinell, Rockwell)	$ 135/dy
13. Non-Shrink High-Strength Grout (per bag)	$ 55/dy
14. Nuclear Density Gauge	$ 40/dy
15. Pachometer (Rebar) Survey Equipment	$ 110/dy
16. Peristaltic Groundwater Sampling Pump	$ 240/dy
17. Portable Generator	$ 100/dy
18. Scaffold – Portable	$ 125/dy
19. Schmidt Hammer	$ 85/dy
20. Skidmore Wilhelm, per day	$ 235/dy
21. Torque Wrench (Large, >100 ft-lb), per day	$ 95/dy
22. Torque Wrench (Small), per day	$ 30/dy
23. Ultrasonic / Mag. Particle Equipment & Consumables	$ 85/dy

NV5 is certified or approved by:

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A Soils - Geotechnical

1.	Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 [B]	$ 215
2.	Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 [E]	$ 375
3.	Collapse – ASTM D4546 [B]	$ 185
4.	additional Load Increment (Consol./Collapse) – per pt.	$ 72
5.	Direct Shear, remolded sample – ASTM D3080 [D]	$ 328
6.	Direct Shear, undisturbed (ring) sample – ASTM D3080 [D]	$ 276
7.	Expansion Index – ASTM D4829 [B]	$ 238
8.	Moisture & Dry Density (ring samples) [A]	$ 26
9.	Organic Content by Oven Burn-off – ASTM D2974	$ 250
10.	pH (soil) – ASTM D4972 [C]	$ 42
11.	Resistivity – ASTM G57 [C]	$ 66
12.	Resistivity (Minimum) – CTM 643 [C]	$ 175
13.	Soil Classification – ASTM D2488 – Visual-Manual [A]	$ 50
14.	Soluble Chloride (soils) [C]	$ 89
15.	Soluble Sulfate (soils) [C]	$ 89
16.	Unconfined compression on prepared specimens	$ 155

B Particle Size Analysis

(listed fees are for standard ASTM C33 sieve stack, special sieves by quote)

1.	Sand Equivalent – ASTM D2419, CTM 217 [A]	$ 128
2.	Sieve #200 wash only – ASTM D1140, CTM 202 [A]	$ 106
3.	Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) [A]	$ 117
4.	Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) [A]	$ 148
5.	Hydrometer w/ Fine Sieve – ASTM D422, CTM 203 [B]	$ 238
6.	Hydrometer w/ Fine & Coarse Sieve – ASTM D422, CTM 203 [B]	$ 270

C Moisture Density Relationship

1.	Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 [A]	$ 240
2.	Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 [A]	$ 295
3.	Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 [A]	$ 350
4.	Maximum Density Checkpoint (4 in. mold) [A]	$ 104
5.	Caltrans Relative Compaction (Wet Density) – CTM 216 [A]	$ 310

D Aggregate, Soil & Rock

1.	Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 [B]	$ 228
2.	Absorption, sand or gravel – ASTM C127, C128 [B]	$ 65
3.	California Bearing Ratio (CBR) with expansion – ASTM D1883 [C]	$ 760
4.	Clay lumps and friable particles, per primary size–ASTM C142 [C]	$ 122
5.	Cleanness Test – ASTM D4740, CTM 227 [A]	$ 138
6.	Crushed particles, per primary size [C]	$ 175
7.	Durability Index ($120 per size fraction) – CTM 229 [A]	$ 228
8.	Flat & Elongated Particles (per bin size) – ASTM D4791 [C]	$ 200
9.	Lightweight pieces, per size fraction – ASTM C123 [C]	$ 425
10.	Moisture determination (aggregate samples) [A]	$ 37
11.	Mortar making properties of Sand ASTM C87 [D]	$ 410
12.	Organic Impurities – ASTM C40, CTM 213 [B]	$ 102
13.	Petrographic Analysis of Gravel – ASTM C295 (single grading) [E]	$ 525
14.	Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) [E]	$ 900
15.	Potential Reactivity Test – ASTM C289 Chemical Method [D]	$ 525
16.	Potential Reactivity – ASTM C227 Mortar Bar Method (3 month) [E]	$ 830
	Each additional month	$ 125
17.	Potential Reactivity Test – ASTM C1260 Rapid Method [E]	$ 665
18.	Potential Reactivity – ASTM C1293 Mortar Bar w/ Pozz (12 m) [E]	$ 1,695
	Extend to 24-months add *(C1293 requires Sp.Grav. & Unit Weight)*	$ 850
19.	Potential Reactivity Test – ASTM C1567 Rapid-Cement Combo [E]	$ 805
20.	'R' Value – ASTM D2844, CT 301 (Treated material by quote) [B]	$ 335
21.	Specific gravity w/ absorption - coarse – ASTM C127, CTM 206) [B]	$ 118
22.	Specific gravity w/ absorption - fine – ASTM C128, CTM 207) [B]	$ 138
23.	Sulfate Soundness, 5 cycle test per primary size – ASTM C88 [D]	$ 386
24.	Thermal Resistivity of Soil (including 1 proctor curve)	$ 1,090
25.	Uncompacted Void Content of Fine Aggregate – AASHTO T304 [B]	$ 186
26.	Unit weight – ASTM C29	$ 77

E Lime Treatment / Soil Cement / CTB Tests

1.	Lime Treatment: pH by Eades & Grim – ASTM D62676 [B]	$ 382
2.	Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 [B]	$ 466
3.	Lime Treatment: Compressive Strength (ea) – ASTM D5102 [B]	$ 117
4.	Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed [B]	$ 434
5.	Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed [C]	$ 325
6.	Soil Cement – Wet-Dry Durability – ASTM D559 [E]	$ 1,040
7.	Soil Cement – Freeze-Thaw Durability – ASTM D560 [E]	$ 1,215
8.	Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 [A]	$ 138
9.	Soil Cement – Compressive Strength - ea sample – ASTM D1633 [A]	$ 127
10.	Cement Treated Base (CTB), compact & cure (3 samples) [E]	$ 466
11.	Cement Treated Base – Compression (ea)	$ 116
12.	Cement Treated Base – Stability (3)	$ 555

F Rip Rap / Rock Slope Protection / Dimensional Stone Tests

1.	Rock Gradation [D]	*hourly engineering charge (per quote)*
2.	Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 [D]	$ 138
3.	Durability – CTM 229 [D]	$ 292
4.	Percentage Wear – ASTM C131 [D]	$ 248
5.	Compressive Strength – ASTM C170 [D]	$ 148
6.	Water Absorption & Density – ASTM C97 *(3 required)* [D]	$ 94
7.	Modulus of Rupture – ASTM C99 [D]	$ 161
8.	Flexural Strength – ASTM C880 [D]	$ 182
9.	Sulfate Soundness – ASTM D5240 (5 cycle) [E]	$ 466
10.	Sample Preparation *(cutting/crushing/processing – 1 hr min)*	$ 204/hr

(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & ⊥ to rift.)
(All prices are for prepared samples. Cutting and machining charges are extra.)

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1.	Grab sample (CCR Title 24) includes 1 year storage	$ 80
2.	Compression Test – High Strength Grout 2" cube – ASTM C109	$ 66

B Concrete

1.	Concrete compression: 6x12 cylinder – ASTM C39 [A]	$ 34
2.	Concrete compression: 4x8 cylinder – ASTM C39 [A]	$ 28
3.	Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	$ 22
4.	Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	$ 16
5.	Concrete cylinder mold (w/ lid - spare)	$ 12
6.	Concrete core compression test – ASTM C42 [C]	$ 82
7.	Concrete Trial Batch *(includes 6 compression tests)*	$ 935
8.	Concrete Mix Design Review *(excludes testing & revisions)*	$ 292
9.	Concrete mix proportion revision	$ 205
10.	Density of Lightweight Struct. Concrete (ASTM C567 -Equil) [C]	$ 230
11.	Drying shrinkage – ASTM C157 (set of 3, 5 ages) [E]	$ 605
12.	End preparation of cores, diamond sawing, per cut	$ 24
13.	Flexural beam pick-up *(>25mi. radius of Lab add hourly pickup rate)*	$ 50
14.	Flexural strength, 6"x6" beam – ASTM C78 & C293 [A]	$ 94
15.	Shotcrete/Gunite core compression test (not including coring)	$ 60
16.	Coring of Shotcrete/Gunite panel in laboratory, each core	$ 72
17.	Shotcrete/Gunite panel pick-up *(>25mi. radius of Lab add hourly pickup rate)*	$ 90
18.	Lab Trial Batch, not including specimen tests - ASTM C192	Per Quote
19.	Lightweight. insulating concrete compress, 4 req. – ASTM C495	$ 94
20.	Lightweight insulating concrete – unit weight (oven dry)	$ 118
21.	Modulus of elasticity, 4"x8" cylinder – ASTM C469 [D]	$ 300
22.	Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	$ 60
23.	Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) [E]	$ 1,150
24.	Poisson's Ratio on 6"x12" cylinders – ASTM C469 [D]	Per Quote
25.	Splitting Tensile – ASTM C496 [D]	$ 220
26.	Thermal Resistivity – Concrete - FTB	$ 1,100

C Masonry

1.	Absorption - brick, 5 required – ASTM C67 [D]	$ 85
2.	Absorption - masonry unit, 3 required – ASTM C140 [D]	$ 66
3.	Compression, brick, 5 required – ASTM C67 [D]	$ 55
4.	Compression - masonry core [C]	$ 62
5.	Compression - masonry prisms 8"x 8" – ASTM C1314 [D]	$ 195
6.	Compression - masonry unit, 3 required – ASTM C140 [D] (requires absorption/unit weight tests for net area)	$ 100
7.	Dimensions – masonry unit, 3 required [D]	$ 60
8.	Compression test, grout specimens	$ 45
9.	Compression test, mortar specimens	$ 45
10.	Diamond sawing of masonry specimens, if required (minimum)	$ 32
11.	Linear shrinkage, masonry unit, set of 3 – ASTM C426 [E]	$ 545
12.	Masonry Unit Acceptance Tests – ASTM C140 [D] (includes absorption, compression, dimensions, unit weight)	$ 685
13.	Mortar Aggregate Ratio – ASTM C780 (A4) [B]	$ 382
14.	Modulus of rupture, brick, 5 required – ASTM C67 [D]	$ 128
15.	Moisture content - masonry unit (as received),3 req'd– ASTM C140 [D]	$ 55
16.	Relative Mortar Strength - CTM 515 [D]	$ 495
17.	Sample Pickup – Grout, Mortar (per specimen)	$ 35
18.	Sample Pickup – Masonry Prism (per specimen)	$ 90
19.	Shear test on masonry core – CBC 2105A.4 [B]	$ 127
20.	Tensile test on masonry block	$ 495
21.	Unit weight, masonry unit, 3 required – ASTM C140 [D]	$ 66
22.	Veneer Shear Test – ASTM C482 [D] (5 required)	$ 220
23.	Visual Examination & Photo-Document Core – CBC 2105A.4 [B]	$ 55

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing		
1. Processing mill certification (each size & heat)	$	28
2. Rockwell or Brinell Hardness, average of three readings	$	40
3. Zinc coating, each item (includes Haz Mat Fee) [C]	$	238
B Reinforcing Steel		
1. Deformations, reinforcing steel [C]	$	66
2. Pre-stress, strand or wire, tensile & elongation [D]	Per Quote	
3. Proof test on post-tension assembly	Per Quote	
4. Bend Test (rebar) [C]	$	72
5. Tensile test (rebar), up to & including #8 [C]	$	72
6. Tensile test (rebar) #9, #10, #11 [D]	$	138
7. Tensile test (rebar) #14, #18 [D]	$	228
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) [D]	$	245
C Structural Steel		
1. Cutting & machining charges	cost + 15%	
2. Bend test, structural, all sizes	$	85
3. Tensile test, ≤ ¾" cross-section (cutting & machining extra)*	$	95
4. Tensile test, > ¾" cross-section (cutting & machining extra)*	$	145
**Tensile and yield by percent offset, add $85*		
D High Strength Bolts		
1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) [D]	$	366
2. Bolts – proof load (non-DSA) [D]	$	50
Bolts – ultimate load [D]	$	72
Bolts – hardness [D]	$	39
3. Nuts – proof load [D]	$	50
Nuts – hardness [D]	$	39
4. Washers – hardness [D]	$	39

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote	
2. Density of Sprayed Fireproofing	$	125
3. Jobsite Trailer or Mobile Laboratory	Per Quote	
4. Universal Testing Machine (Hourly)	$	250
5. Ground Rod Test (plus travel)	$	250

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals		
1. Consistency test – ASTM D3910 [A]	$	106
2. pH determination [B]	$	84
3. Residue by Evaporation – T59, CT330, D6934 [A]	$	160
4. Solids content by evaporation and ignition extraction (slurry) [A]	$	275
5. Wet Track Abrasion – ASTM D3910 (prep. not included) [A]	$	178
B. Asphaltic Concrete, Aggregate And Mixes		
1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 [A]	$	250
2. Coring of asphaltic concrete – See Section E Diamond Coring		
3. Extraction, % bitumen and sieve analysis		
Ignition Oven Method – CTM 382, 202 [A]	$	270
Solvent Extraction Method – ASTM D2172 [B]	$	460
4. Extraction, % binder only		
Ignition Oven Method – CTM 382 [A]	$	195
Solvent Extraction Method – ASTM 2172 [B]	$	360
5. Film stripping – CTM 302 [C]	$	186
6. Gyratory Compaction, 6" specimen, Lab Mix* – AASHTO T312 [B]	$	400
7. Gyratory Compaction, 6" specimen, Plant Mix* – AASHTO T312 [B]	$	345
** Add $115 for Asphalt Rubber*		
8. Hamburg Wheel Track – AASHTO T324 [B]	$	1,660
9. Ignition Oven Correction Factor – CTM 382 [B]	$	725
10. Marshall – Preparation & Compaction [A]	$	233
11. Marshall - Stability and flow (core) – ASTM D6927 [A]	$	145
12. Marshall - Stability and flow (bulk) – ASTM D6927 [B]	$	366
13. Marshall - Specific Gravity – ASTM D2926 [A]	$	256
14. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 [A]	$	222
15. Moisture content – ASTM D-1461 [A]	$	126
16. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 [D]	$	280
17. Recovery of rubber from ARHM extraction [D]	$	350
18. Specific gravity of core – ASTM D2726 [A]	$	66
19. HVEEM Stabilometer test on premixed sample – CTM 366 [A]	$	208
Stabilometer test and mixing of sample [B]	$	445
20. Surface Abrasion – CTM 360 [C]	$	585
21. Resistance to Moisture Induced Damage – T-283 [D]	$	2,060
22. Resistance to Moisture Induced Damage – CT 371 [D]		$2,950

[A,B,C,D,E] **Standard Turn-Around-Times:** (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

AASHTO R18
ACCREDITED LABORATORY

Attachment 2

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

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
MKN & ASSOCIATES, INC

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of November, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and MKN and Associates Inc., a California Corporation, with its principal place of business at 530 Paulding Circle, Ste. B Arroyo Grande, CA 93420 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and Zero Cents** (**$250,000.00)** per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

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

3.3.9 Period of Performance.

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

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

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional

compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with

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

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

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

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

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

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

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees,

agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations,

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

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

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

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

3.5 Termination of Agreement.

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

section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

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

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

3.6.3 To the fullest extent permitted by law, City and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers and partners, any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of or resulting from, or in any way related to this Agreement.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work,

data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: MKN & Associates Inc.
530 Paulding Circle, Ste. C
Arroyo Grande, CA 93420
ATTN: Michael Nunley, Principal-In-Charge

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed

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

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

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

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

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

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

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

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

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

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have

been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor

has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

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

[SIGNATURES ON NEXT PAGE]

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

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
Interim City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

MKN & ASSOCIATES, INC.

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

By: Michael K. Nunley

Its: CEO/ President

Printed Name: Michael K. Nunley

By: Eileen Shields

Its: Vice President, Operations Manager

Printed Name: Eileen Shields

EXHIBIT "A"
SCOPE OF SERVICES

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

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

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

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

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

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

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

Dan Singer, **Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

SECTION 5

HOURLY RATE SCHEDULE

2023 FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF	
Administrative Assistant	$105/HR
Engineering Technician	$114/HR
CAD Technician I	$137/HR
CAD Design Technician II	$155/HR
Senior Designer	$170/HR
Assistant Engineer I	$151/HR
Assistant Engineer II	$168/HR
GIS Specialist	$165/HR
Senior Planner	$220/HR
Planner II	$205/HR
Planner I	$180/HR
Project Engineer I/ Senior Scientist	$200/HR
Project Engineer II	$208/HR
Senior Project Engineer I	$220/HR
Senior Project Engineer II	$225/HR
Project Manager	$230/HR
Senior Project Manager	$240/HR
Principal Engineer	$260/HR
Project Director	$280/HR
Senior Project Director	$300/HR
CONSTRUCTION MANAGEMENT SERVICES	
Construction Inspector	$173/HR
Assistant Resident Engineer	$178/HR
Resident Engineer	$196/HR
Construction Manager	$214/HR
Principal Construction Manager	$252/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

The foregoing Billing Rate Schedule is effective through December 31, 2023 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES	
Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - $.625/mi.

Attachment 3

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

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of November, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Twining Inc., a California corporation, with its principal place of business at 2883 East Spring Street, Suite 300, Long Beach, CA 90806 ("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 geotechnical engineering and material testing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

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

3.2 Compensation.

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

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Twining, Inc.
1879 Portola Road, Suite G
Ventura, CA 93003
ATTN: Michael Molina, Director of Client Services

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

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

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

[SIGNATURES ON NEXT PAGE]

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

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

TWINING, INC.

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

By: _____

Its: President/COO

Printed Name: Linas Vitkus

By: _____

Its: Secretary

Printed Name: Amy Owens

EXHIBIT "A"
SCOPE OF SERVICES

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

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXHIBIT "B"
SAMPLE TASK ORDER FORM

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

TASK ORDER

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

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

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

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

_____
_____attached _____proposal dated _____(Exhibit A).

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

Dan Singer,
City Manager

Date

EXHIBIT "C"
COMPENSATION

[Attached Behind]

C6. HOURLY RATE SCHEDULE

Schedule of Fees 2023 - 2024

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	$ 350.00
10001	Principal Engineer/Geologist	$ 250.00
10017	Metallurgical Engineer	$ 360.00
70000	Registered Geotechnical Engineer	$ 245.00
10010	Technical Advisor	$ 240.00
10011	Material Scientist, Welding/NDT Consultant	$ 250.00
70003	Registered Geologist/Certified Engineering Geologist	$ 245.00
10003	Senior Engineer/Geologist	$ 220.00
10009	Registered Civil Engineer	$ 215.00
60003	Roofing/Waterproofing Consultant	$ 240.00
10013	Project Engineer/Manager	$ 210.00
30000	Quality Control Manager	$ 200.00
10005	Senior Staff Engineer/Geologist	$ 195.00
10007	Staff Engineer/Geologist	$ 190.00
10015	Quality Control Administrator	$ 180.00
10019	Metallurgical Technician	$ 155.00
90001	CADD Operator/Draftsperson	$ 142.00
95103	Administrative Support	$ 95.00
70107	Field Supervisor	$ 175.00
91030	Safety Supervisor	$ 175.00
20000	Laboratory Manager	$ 160.00
98000	Laboratory Technician	$ 135.00
90005	Expert Witness Testimony	$ 590.00
91010	Qualified SWPPP Developer	$ 195.00
91000	Qualified SWPPP Practitioner	$ 180.00
30001	Vibration Engineer	$ 220.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	$ 129.00
10103	Prestressed/Post Tensioned Inspector	$ 129.00
10105	Concrete ICC Inspector	$ 129.00
10109	Drilled-In-Anchor Inspector	$ 129.00
10111	Gunite/Shotcrete Inspector	$ 129.00
10113	Masonry Inspector	$ 129.00
10201	Structural Steel/Welding Inspector	$ 129.00
10203	AWS Certified Welding Inspector	$ 129.00
10207	Fireproofing Inspector	$ 129.00
10501	Lead Inspector	$ 132.00
10115	Firestop Special Inspector - IFC Premier	$ 146.00
10117	Firestop Special Inspector - IQP	$ 191.00
70109	L.A. Deputy Grading Inspector	$ 134.00
75001	Asphalt Field and Plant Inspector/Technician	$ 129.00
70103	Pile Driving Inspector	$ 129.00
70101	Soils Technician	$ 125.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	$ 125.00
10122	Wood Framing Inspector	$ 129.00
60001	Roofing/Waterproofing Inspector	$ 136.00
10500	Public Works Inspector	$ 146.00
10515	Mechanical Inspector	$ 154.00
10519	Electrical Inspector	$ 154.00
10521	Plumbing Inspector	$ 154.00
10523	Building Inspector	$ 154.00
30002	Vibration Monitoring Technician	$ 149.00
50003	Field Engineering Technician	$ 129.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	$ 129.00
10309	Batch Plant Quality Control Technician/Inspector	$ 129.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	$ 129.00

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	$ 135.00
10403	NDE Magnetic Particle Testing Technician	$ 135.00
10405	NDE Dye Penetrant Testing Technician	$ 135.00
10305	Combination NDE Technician/Welding Inspector	$ 135.00
10409	Radiographic Testing (Crew of 2)	$ 360.00
10020	NDE Engineer	$ 230.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	$ 44.00
95309	Torque Wrench, Small	$ 17.00
95312	Torque Wrench, Large	$ 28.00
95315	Torque Multiplier	$ 44.00
95321	Air Meter	$ 22.00
95322	Unit Weight Bucket	$ 33.00
95323	Field Concrete Scale	$ 33.00
95324	Brass Mold	$ 22.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted), Continued	Rate
95343	Nuclear Gauge (Per Hour)	$ 11.00
95319	Sand Cone Density Test Equipment	$ 55.00
95333	Pull Test Equipment	$ 66.00
95348	Concrete/Asphalt Coring Equipment	$ 660.00
95327	Pachometer	$ 61.00
95336	Floor Flatness (Dipstick)	$ 55.00
95330	Schmidt Hammer	$ 33.00
95341	Vapor Emission Test Kits	$ 33.00
95342	Relative Humidity Probe	$ 66.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	$ 385.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	$ 39.00
95300	A Scan Ultrasonic Equipment and Consumables	$ 83.00
95303	Magnetic Particle Equipment and Consumables	$ 44.00
95306	Liquid Penetrant Consumables	$ 39.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	$ 66.00
95347	Ground Penetrating Radar	$ 330.00
95345	Impact Echo	$ 385.00
95362	Ultrasonic Tomography	$ 495.00
95349	Inertial Profiler (Per Hour)	Quotation
95357	Project Dedicated Vehicle	$ 150.00
95364	Roller Compacted Concrete Vibrating Hammer/Tampling Plate	$ 77.00
95367	Half-Cell Potential Equipment Set	$ 385.00
95368	Concrete Electrical Resistivity Meter	$ 176.00
95369	Field Hardness (Steel)	$ 110.00
95370	Coating Thickness Gauge	$ 110.00
95373	Wood Curing Box (One-Time Fee/Per Box)	$ 650.00
95371	Temperature Control Curing Box (Per Month)	$ 500.00
95372	Temperature Matching Curing Box (Per Month)	$ 570.00

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	$ 30.00
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	$ 30.00
20103	Oversize Sample: Masonry Prisms and Shotcrete Panels (Each)	$ 80.00
20104	Oversize Sample: Flexural Beams (Each)	
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	$ 110.00
20109	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	$ 165.00

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile Laboratory for Rapid Strength Concrete (Per Shift Not Exceeding 12 Hours) All Others by Quotation	$ 600.00

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	$ 42.00
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	$ 37.00
20203	Density of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)	$ 90.00
20205	Core Compression including Trimming (ASTM C42)	$ 80.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	$ 110.00
20209	Splitting Tensile Strength (ASTM C496)	$ 100.00
20211	Modulus of Elasticity Test (ASTM C469)	$ 300.00
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	$ 550.00
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$ 550.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	$ 850.00
40007	Flexural Toughness (ASTM C1550)	$ 500.00
40006	Double Punch Strength of Fiber Reinforced Concrete	$ 550.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	$ 600.00
40012	Bulk Electrical Resistivity (ASTM C1876)	$ 150.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	$ 45.00
20157	Coring of Specimens in Lab (Each)	$ 45.00
20159	Grinding of Concrete Below 6000 psi Strength (Each)	$ 65.00
20160	Grinding of Concrete 6000 psi Strength and Above (Each)	$ 95.00

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30216	Compression Test 4"x8" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	$ 55.00
30217	Compression Test 6"x12" Cylinders Made and Tested in Laboratory (ASTM C192, C35)	$ 65.00

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Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar, Continued	Rate
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	$ 125.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	$ 125.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	$ 315.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	$ 110.00
30237	Bulk Electrical Resistivity (ASTM C1876)	$ 165.00
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	$ 525.00
30203	Concrete Mixture Design for Preconsruction Evaluation and Backup Data Development	$ 300.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings Up to 28 Dry Days (ASTM C157)	$ 500.00
30230	Additional Reading, Per Set of Three Bars	$ 50.00
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	$ 40.00
30207	Setting Time Up to 7 Hours (ASTM C403)	$ 180.00
30209	Bleeding (ASTM C232)	$ 150.00
30229	Concrete Restrained Expansion (ASTM C878)	$ 650.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	$ 550.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	$ 800.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or Up to 28 Days (ASTM 1581)	$ 5,750.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	$ 1,200.00
30234	Creep (ASTM C512) (One Age of Loading, 12 Months Duration of Testing)	$ 8,000.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	$ 125.00
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep)	$ 150.00
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	$ 2,600.00
80129	Petrographic Examination of Hardened Concrete, Level II (ASTM 856) (Comprehensive)	
	Each, One Sample	$ 2,400.00
	Each, Two or More Samples	$ 2,100.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 1,350.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 700.00
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	$ 700.00
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	$ 700.00
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 6 Months	$ 2,700.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 12 months	$ 3,000.00

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	$ 700.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	$ 700.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	$ 1,350.00
80149	Type 1L Cement (ASTM C595; Excludes Special Properties)	$ 1,350.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture (ASTM C494)	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	$ 200.00
30505	Abrasion: LA Rattler (ASTM C535)	$ 210.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	$ 160.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	$ 550.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	$ 650.00
70344	Cement-Treated Soil/Base Mix Design: Includes Three Trial Cement Contents with Three Unconfined Compressive Strength Specimens per Cement Content	$ 3,500.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	$ 175.00
30403	Clay Lumps and Friable Particles (ASTM C142)	$ 200.00
30321	Cleanness Value: 1" x #4 (CTM 227)	$ 175.00
30322	Cleanness Value: 1.5" x .75" (CTM 227)	$ 275.00
70393	Collapse Potential/Index (ASTM D5333)	$ 225.00

Task Code	Soils and Aggregate Tests, Continued	Rate
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	$ 105.00
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	$ 45.00
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	$ 175.00
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	$ 245.00
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	$ 225.00
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	$ 195.00
70378	Durability Index: Per Method - A,B,C, or D (ASTM D3744, CTM 229)	$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	$ 170.00
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	$ 190.00
30507	Flat and Elongated Particle (ASTM D4791)	$ 240.00
30508	Flat or Elongated Particle (ASTM D4791)	$ 210.00
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	$ 190.00
70333	Maximum Density: Check Point (ASTM D1557, D698)	$ 65.00
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	$ 195.00
70336	Maximum Index Density: Vibratory Table (ASTM D4253)	$ 345.00
70337	Moisture Content (ASTM D2216, CTM 226)	$ 25.00
70339	Moisture and Density: Ring Sample (ASTM D2937)	$ 30.00
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	$ 40.00
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	$ 275.00
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	$ 350.00
30401	Organic Impurities (ASTM C40, CTM 213)	$ 90.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	$ 650.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	$ 900.00
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	$ 950.00
70398	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 12 month	$ 2,700.00
70399	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 24 month	$ 2,900.00
70397	Potential Reactivity of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1567)	$ 1,050.00
70392	Potential Reactivity of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (Sfter ASTM C1567)	$ 1,100.00
70345	R-Value: Soil (ASTM 2844, CTM 301)	$ 440.00
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	$ 490.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	$ 90.00
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, D7928, CTM 203)	$ 250.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, D7928, CTM 203)	$ 240.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	$ 150.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	$ 120.00
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	$ 240.00
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	$ 235.00
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	$ 450.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$ 100.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$ 165.00
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$ 150.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	$ 190.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	$ 125.00
30319	Voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	$ 125.00
30411	Lightweight Particles: Coarse, with Two Solutions (ASTM C123)	$ 450.00
30412	Lightweight Particles: Fine, with One Solution (ASTM C123)	$ 225.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	$ 129.00
75032	HMA Mixing and Preparation with Aggregate Treatment	$ 181.00
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (ASTM D2726, CTM 308C)	$ 57.00
75036	Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated (ASTM D1188 and CTM 308A)	$ 83.00
75040	Emulsion Residue, Evaporation (ASTM D244)	$ 165.00
75024	Extraction: % Bitumen (ASTM D6307, CTM 382)	$ 165.00
75027	Extraction: % Bitumen and Gradation (ASTM D5444, D6307, CTM 202, 382)	$ 222.00
75028	Extraction: % Bitumen, Correction Factor (ASTM D6307, CTM 382)	$ 361.00

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C6. Hourly Rate Schedule

Task Code	Asphalt Concrete Tests, Continued	Rate
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	$ 253.00
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (ASTM D1561, D1188, CTM 304, 308)	$ 222.00
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (ASTM D1560, D1561, CTM 304, 366)	$ 222.00
75048	Lab Tested Maximum Density: Marshall, 3 Briquettes (ASTM D6926, D2726)	$ 217.00
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 Briquettes (ASTM D5581, D2726)	$ 222.00
75050	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)	$ 83.00
75052	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, Parafin, 1 Briquette (ASTM D1188, D6925)	$ 93.00
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	$ 165.00
75066	Marshall Stability and Flow, Cored Sample, Each (ASTM D6927)	$ 83.00
75069	Marshall Stability and Flow, Premixed, 3 Briquettes (ASTM D6926, D6927)	$ 237.00
75106	Marshall Stability and Flow, Gyratory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)	$ 237.00
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)	$ 237.00
75063	Moisture Content (CTM 370)	$ 88.00
75005	Wet Track Abrasion Test (ASTM D3910)	$ 170.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	$ 5,356.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	$ 5,815.00
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	$ 9,180.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	$ 6,386.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	$ 7,416.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	$ 5,356.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	$ 5,815.00
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	$ 6,386.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	$ 3,090.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	$ 10,918.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	$ 11,536.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	$ 11,536.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	$ 11,845.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	$ 1,030.00
75111	Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)	$ 1,133.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	$ 206.00
75067	Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)	$ 361.00
75068	Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)	$ 309.00
75070	Cold Recycled Asphalt Mix Design: 2 Gradings Each, 3 Emulsion Content (Caltrans LP-8)	$ 10,815.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	$ 100.00
20303	Compression Strength	$ 65.00
20305	Absorption: 5 Hour or 24 Hour	$ 70.00
20307	Absorption (Boil): 1, 2 or 5 Hours	$ 100.00
20309	Initial Rate of Absorption	$ 60.00
20311	Efflorescence	$ 80.00
20313	Cores: Compression	$ 75.00
20315	Shear Test on Brick Cores: 2 Faces	$ 100.00

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	$ 90.00
20323	Absorption/Moisture Content/Oven Dry Density	$ 90.00
20327	Linear Shrinkage (ASTM C426)	$ 250.00
20335	Web and Face Shell Measurements	$ 50.00
20329	Tension Test	$ 160.00
20331	Core Compression	$ 80.00
20333	Shear Test of Masonry Cores: 2 Faces	$ 95.00
20339	Efflorescence Tests	$ 75.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up to 8" x 16"	$ 195.00
20343	Compression Test: Composite Masonry Prisms Up to 8" x 16"	$ 260.00
20346	Prism Cord Modulus of Elasticity	$ 600.00
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for Double-Wythe Specimen)	$ 685.00

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	$ 57.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	$ 42.00
20355	Compression: 2" Cubes (ASTM C109)	$ 57.00
20357	Compression: Cores Includes Trimming (ASTM C42)	$ 77.00

Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	$ 80.00

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E605)	$ 72.00

Task Code	Gunite and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	$ 80.00
20365	Compression: Cubes (Includes Saw Cutting)	$ 98.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	$ 70.00
20373	Air Dry Density (ASTM C472)	$ 55.00
20379	Oven Dry Density (ASTM C495)	$ 80.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	$ 70.00
20503	Bend Test: # 11 or Smaller	$ 65.00
20504	Bend Test #14 or #18	$ 385.00
20505	Tensile Test: # 14	$ 270.00
20507	Tensile Test: # 18	$ 370.00

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	$ 80.00
20523	Tensile Test: Welded/Coupled #14	$ 280.00
20525	Tensile Test: Welded/Coupled #18	$ 395.00
20529	Weld: Macroetch	$ 90.00
20531	Slippage Test - Caltrans (CTM 670)	$ 200.00
20532	Tensile Test: Welded Hoops #11 and Smaller	$ 150.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	$ 75.00
20603	Tensile Strength: Up to 200K Pounds (Each)	$ 85.00
20605	Tensile Strength: Up to 300K Pounds (Each)	$ 110.00
20607	Tensile Strength: Up to 400K Pounds (Each)	$ 160.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	$ 385.00
20611	Tensile Strength: Stress-Strain Percent Offset	$ 225.00
20545	Weld: Macroetch	$ 90.00
20547	Weld: Fracture	$ 45.00
20615	Bend Test	$ 70.00
20617	Flattening Test	$ 70.00
20619	Hardness Test (ASTM E18)	$ 80.00
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	$ 65.00
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	$ 80.00
20632	Bolt: Axial Tensile Test (Greater than 7/8" Up to 1" diameter)	$ 85.00
20633	Bolt: Wedge Tensile Test (Greater than 7/8" Up to 1" diameter)	$ 105.00
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	$ 125.00
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	$ 135.00
20636	Bolt: Proof Load Test (Up to 7/8")	$ 90.00
20637	Bolt: Proof Load Test (Greater than 7/8" Up to 1" diameter)	$ 110.00
20638	Bolt: Proof Load Test (Greater than 1")	$ 130.00
20639	Nut: Proof Load Test (Up to 7/8")	$ 70.00
20640	Nut: Proof Load Test (Greater than 7/8" Up to 1" diameter)	$ 90.00
20641	Nut: Proof Load Test (Greater than 1")	$ 100.00

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	Quotation
80173	Weight of Galvanized Coating (ASTM A90)	$ 85.00
80176	Epoxy Coating Thickness	$ 95.00
80177	Coating Thickness	$ 90.00

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-Up, Etc. (Per Hour)	$ 125.00
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	$ 60.00
20755	Machine to Test Configuration: Milled Specimens	$ 85.00
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 155.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 105.00

TWINING

C6. Hourly Rate Schedule

Task Code	Charpy Impact		Rate
20621	Charpy Impact Ambient Temperature	$	95.00
20623	Charpy Impact Reduced Temperature	$	125.00

Task Code	Machining of Charpy Samples: Carbon Steel		Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	$	85.00
20783	Final Machining to Sample Configuration	$	105.00

Task Code	Prestressing Wires and Tendons, (ASTM A416)		Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	$	240.00
20703	Tensile Test Only	$	180.00
20705	Tendons		Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)		Rate
20706	Tensile Strength – Set of 5 Specimens/Batch/Direction (ASTM D3039)	$	1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039) (ASTM D3039)	$	250.00
20708	Heating Chamber Time – Per 24 hr period	$	95.00

Task Code	Calibration Services and Universal Machine Usage		Rate
20801	Calibration/Verification Services		Quotation
20803	Universal Test Machine Usage (Per Hour)	$	450.00

General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.
NOTE: A minimum of 24 hours notice is required for testing and inspection services.
NOTE: For projects subject to a Project Labor Agreement (PLA), if the terms and conditions of the PLA are more restrictive than those listed below, PLA terms and conditions will apply.
NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees
All administrative fees, except as noted below, including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total:
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested. Submittal of project specific forms or resumes will be billed hourly at the Administrative Support Rate.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)
2-Hour Minimum: Inspector arrives at jobsite, no work to perform.
4-Hour Minimum: 1 to 4 hours of inspection
8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time (All Types of Inspection and also All Non-Exempt Employees)
The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m. except as noted otherwise below.

Time and One-Half (All Types of Inspection and also All Non-Exempt Employees)
All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection and also All Non-Exempt Employees)
All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, and holidays. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas Day.

Meal Period
When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in baddition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)
A $1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph. The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage
For projects outside a 50-mile radius from the nearest Twining facility, per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, current IRS mileage rate per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance as detailed below.

Weekend Sample Pick-Ups
In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses
Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Limit of Liability
Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to $50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Certified Payroll
Certified payroll will be provided, upon request, at an additional charge of $150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

TAX RETURN FILING INSTRUCTIONS

NORTH CAROLINA FORM CD-405

FOR THE YEAR ENDING

DECEMBER 31, 2022

PREPARED FOR:

TWINING AND ASSOCIATES, INC.
2883 EAST SPRING ST, 3RD FL
LONG BEACH, CA 90806

PREPARED BY:

ROSE, SNYDER & JACOBS LLP
15821 VENTURA BLVD STE 490
ENCINO, CA 91436

TO BE SIGNED AND DATED BY:

THE APPROPRIATE CORPORATE OFFICER(S).

AMOUNT OF TAX:

TOTAL TAX	$	200
LESS: PAYMENTS AND CREDITS	$	0
PLUS: OTHER AMOUNT	$	0
PLUS: INTEREST AND PENALTIES	$	0
BALANCE DUE	$	200

OVERPAYMENT:

NOT APPLICABLE

MAKE CHECK PAYABLE TO:

N.C. DEPT. OF REVENUE

MAIL TAX RETURN AND CHECK (IF APPLICABLE) TO:

THIS RETURN HAS QUALIFIED FOR ELECTRONIC FILING. AFTER YOU HAVE REVIEWED YOUR RETURN FOR ACCURACY, PLEASE SIGN, DATE AND RETURN FORM 8879-SO TO OUR OFFICE. WE WILL THEN TRANSMIT YOUR RETURN TO THE NCDOR. DO NOT MAIL A COPY OF THE RETURN.

RETURN MUST BE MAILED ON OR BEFORE:

RETURN FORM 8879-SO TO US BY OCTOBER 16, 2023.

SPECIAL INSTRUCTIONS:

YOUR PAYMENT SHOULD BE MADE AS INSTRUCTED BELOW ON OR BEFORE OCTOBER 16, 2023.

ENCLOSE A CHECK OR MONEY ORDER FOR $200, PAYABLE TO N.C. DEPT. OF REVENUE. SEPARATELY MAIL CD-V WITH PAYMENT TO:

NCDOR
P.O. BOX 25000
RALEIGH, NC 27640-0650

Attachment 4

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND EMC PLANNING GROUP, INC.

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
EMC PLANNING GROUP INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of October, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and EMC Planning Group Inc, a California corporation, with its principal place of business at 601 Abrego Street, Monterey CA 93940 ("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 environmental monitoring and consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at

its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

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

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement,

without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: EMC Planning Group, Inc.
601 Abrego Street
Monterey, CA 93940
ATTN: Michael J. Groves

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

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of seven (7) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

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

[SIGNATURES ON NEXT PAGE]

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

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

EMC Planning Group, Inc.

By:_____
Michael J. Groves, President

EXHIBIT "A"
SCOPE OF SERVICES

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

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXHIBIT "B"
SAMPLE TASK ORDER FORM

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

TASK ORDER

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

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

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

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

_____
_____attached _____proposal dated _____(Exhibit A).

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

_____	_____
Dan Singer,	**Date**

EXHIBIT "C"
COMPENSATION

[Attached Behind]

5.0
Hourly Rate Schedule

FEE SCHEDULE

(Effective January 1, 2023)

Principals	Hourly Billing Rate	
Senior Principal	$275.00	
Principal	$250.00	
Planners		
Principal Planner	$220.00	
Senior Planner	$195.00	
Associate Planner	$165.00	
Assistant Planner	$140.00	
Biologists		**Monitoring Rate**
Principal Biologist	$210.00	($150.00)
Senior Biologist	$170.00	($130.00)
Associate Biologist	$145.00	($120.00)
Assistant Biologist	$125.00	($100.00)
Archaeologist		
Registered Professional Archaeologist	$125.00	
Support Staff		
Desktop Publisher	$150.00	
Executive Assistant/Production Manager	$125.00	
Administrative Assistant	$115.00	
GIS/Graphics Technician	$140.00	

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR DEVELOPMENT PROJECT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES

Date: November 1, 2023

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year Professional Services Agreement with MNS Engineers Inc. to provide planning services for a not-to-exceed amount of $125,000 per fiscal year; and/or
2. Take such additional, related action that may be desirable.

BACKGROUND:

The current staffing level of the Planning Department and pending workload necessitates the use of contract planners to provide planning services and maintain responsive services to the public. Since 2014, the City has utilized contract consultants to assist with the East Area 1 project. Several of the Planning Department's contract consultants previously employed by other firms have joined MNS Engineers, Inc (MNS). The contract before the City Council (Attachment A), which is approved by the City Attorney, is to provide continued professional planning services by this firm and to provide continuity with existing contract planning services among the City staff and the East Area 1 project applicant.

ANALYSIS:

Trayci Nelson has provided contract planning services to the City since 2014 during her time with another firm. Now employed at MNS, Ms. Nelson’s specific duties as the contract planner would continue to focus on the implementation of the East Area 1 project, and other work responsibilities, which would be assigned on an as-needed basis. Incorporated in 1962, MNS was formed by the merger of three well-established firms, and has become an industry leader with an ever-expanding presence in California.

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 code compliance services will improve customer service through improvements to one-stop development permitting and review processes.

FISCAL IMPACTS:

The proposed contract with MNS Engineers is for a not-to-exceed amount of $125,000 per fiscal year. The cost for individual services will be paid for by deposits from the individual project applicants. Work will not begin until a deposit is received. A majority of the consultant's work will be focused on East Area 1 project, and individual projects which will pay for the consultant services.

OPTIONS:

As an alternative to Staff's recommendation, the City Council may:
1. Decline to approve the proposed Professional Services Agreement with MNS Engineers for planning services; and/or
2. Refer the matter back to Staff with further direction.

ATTACHMENTS:

ATTACHMENT A_MNS Professional Services Agreement-unsigned-v2-c1 9-25-23.docx
Ex. A to MNS Engineers PSA _Santa Paula Scope of Services
Ex. B to MNS Engineers PSA - 2023 Standard Fee Schedule

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
WITH
MNS ENGINEERS, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of November, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and MNS ENGINEERS, INC., a CALIFORNIA CORPORATION with its principal place of business at 201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, CA ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render planning professional services for the East Area 1 project, and individual projects which will pay for the consultant services. ("Projects") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning 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 exhibit(s) attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026 unless earlier terminated as provided herein. 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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00)** per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. 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.

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 Projects, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services, if any, 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 complete the Services.

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

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

Trayci Nelson, Principal Planner

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

3.3.6 Consultant's Representative. Consultant hereby designates Trayci Nelson, Principal Planner, 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 Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in 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 Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

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

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

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

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

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

(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. 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 overage) 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 & Omissions1) 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. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

(D) 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.

(E) 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. 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, 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, and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

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

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

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be

Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: MNS ENGINEERS, INC
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
ATTN: Trayci Nelson, Principal Planner

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Community & Economic Development Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

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

3.7.7 Attorneys' Fees. If either party commences an action against the other

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

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

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

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

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

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

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, 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 MNS ENGINEERS, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

MNS ENGINEERS, INC.

By: _____

Its: Vice President Planning Lead

Printed Name: Peter Minegar

By: _____

Its: Vice President-Chief of Staff

Printed Name: Tanya Bilezikjian

EXHIBIT "A"

SCOPE OF SERVICES

[Attached behind]

EXHIBIT "B"

COMPENSATION

[Attached behind]

SCOPE OF SERVICES

MNS Engineers, Inc (MNS) will serve as an extension of City staff and will assist the City with coordinating and managing the processing of amendments and project related entitlements for the East Area 1 Specific Plan Project. The planning services and technical assistance to be provided include the following tasks:

- Conduct site visits and communicate directly with the applicant regarding the specific requirements and/or information necessary to process applications for the requested land use entitlements.

- Review and determine completeness of the applications received.

- Prepare a work program for Specific Plan amendments/revisions.

- Review draft Specific Plan revisions/amendments for consistency with Government Code Section 65451 and City requirements.

- Review other project-related development plans and entitlements for compliance with the City's development policies and standards contained in the General Plan and Zoning Ordinance, respectively.

- Coordinate the City's interdepartmental review of proposed projects.

- Meet with the applicant(s) to discuss the project and any suggested design changes, as necessary.

- Coordinate the preparation and processing of the appropriate California Environmental Quality Act document for any Specific Plan amendments/revisions and other requested land use entitlements with the consultant responsible for preparing the document.

- Peer review any CEQA documents prepared by other consultants and bring in appropriate technical expertise to do so as necessary.

- Prepare staff report(s), including conditions of approval and recommendations for consideration and action by the Planning Commission and City Council.

- Prepare Planning Commission and City Council resolutions and ordinances related to the Specific Plan amendments/revisions and other requested land use entitlements and CEQA document certification.

- Prepare and coordinate the posting, publication and mailing of all required public notices.

- Coordinate the distribution of project-related documents to outside agencies, as required.

- Schedule and assist in conducting public workshops, as deemed necessary.

- Schedule and assist in conducting public hearings before the Planning Commission and City Council.

- Coordinate the preparation and filing of all required notices with the State Clearinghouse and/or County Clerk, as applicable; and

- Perform other tasks required for the management of the project as assigned by the Planning Director.

These services will be managed by MNS Agency Staffing Lead Ms. Trayci Nelson, or other MNS staff under her supervision as deemed appropriate. As necessary and appropriate, Ms. Nelson will work remotely or use City facilities and equipment in the City of Santa Paula Planning Department.

2023 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$325
Senior Project/Program Manager	310
Project/Program Manager	260
Assistant Project/Program Manager	245
Senior Project Coordinator	185
Project Coordinator	155

ENGINEERING

Principal Engineer	$290
Lead Engineer	255
Supervising Engineer	245
Senior Project Engineer	225
Project Engineer	200
Associate Engineer	180
Assistant Engineer	165

SURVEYING

Principal Surveyor	$265
Lead Surveyor	255
Supervising Surveyor	220
Senior Project Surveyor	200
Project Surveyor	175
Associate Project Surveyor	165
Assistant Project Surveyor	150
Party Chief (PW)	180
Chainperson (PW)	150
One-Person Survey Crew (PW)	215

TECHNICAL SUPPORT

CADD Manager	$200
Supervising Technician	170
Senior Technician	160
Engineering Technician	125

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$315
Senior Construction Manager	275
Senior Resident Engineer	250
Resident Engineer	240
Structure Representative	235
Construction Manager	220
Assistant Resident Engineer	200
Sr. Construction Inspector (PW)	175
Construction Inspector (PW)	168
Office Administrator	130

PLANNING

Planning Director	$225
City Planner/Planning Manager	210
Principal Planner	195
Senior Planner	180
Associate Planner	150
Assistant Planner	130
Planning Technician	110

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$185
Management Analyst	155
IT Technician	140
Graphics/Visualization Specialist	150
Administrative Assistant	100

GOVERNMENT SERVICES

City Engineer	$250
Deputy City Engineer	225
Assistant City Engineer	215
Plan Check Engineer	190
Permit Engineer	185
City Inspector	185
Senior City Inspector (PW)	195
City Inspector (PW)	185
Principal Stormwater Specialist	180
Senior Stormwater Specialist	170
Stormwater Specialist	160
Stormwater Technician	140
Building Official	220
Senior Building Inspector	235
Building Inspector	165
Senior Grant Writer	180
Grant Writer	170
Associate Grant Writer	150
Assistant Grant Writer	130

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 3.5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: 2023 HOLIDAY PARADE SPONSORSHIP REQUEST

Date: November 1, 2023

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends City Council:

1. Approve a request to sponsor up to 50% of the costs for City services for the 2023 Santa Paula Holiday Parade.

BACKGROUND:

Over the past several years, Council has approved covering 50% of in-kind services for the Santa Paula Labor Day and Santa Paula Holiday Parade to cover the costs associated with street closures and reopenings, as well as law enforcement presence support.

Last year, Council approved a similar request to the one before Council this evening, to sponsor up to 50% of the costs for City services for the 2022 Santa Paula Holiday Parade.

Municipal Code §115.007(D) authorizes the City Council to waive fees for non-profit groups that are holding events requiring City services and resources. Fee waivers are functionally equivalent to City sponsorship of such events.

ANALYSIS:

On October 15, 2023, the Chamber of Commerce, a non-profit organization that sponsors the annual evening Holiday Parade, submitted a special event application, a Special Events Sponsorship Program (Program) application, and a request (Exhibit A) for the City to sponsor service fees for their upcoming Holiday Parade event taking place Saturday, November 25, 2023. In past years, the Holiday Parade has been a long-time family tradition which kicks off the holiday season in our community. Last year's parade brought hundreds of people to the downtown making a positive sales impact for several of our downtown businesses. Additionally, the parade attracts people from all over the region to our downtown Santa Paula businesses and restaurants. The parade takes place from 6:30pm to 9:00pm on Main St. in the downtown from 7th Street to Mill Street.

Upon receiving the application, staff circulated it to the applicable City departments and determined that the size of the event generates the need to deploy staff and resources to

support this event, which has real cost implications. Below are the estimated costs for the parade:

- $346 Application/Special Event Permit Fee
- $245 Encroachment Permit Fee
- $3,660 Public Works estimated cost for street closures
- $9,300 Police estimated cost for police services

The above cost estimates include the application fee, encroachment permit fee and estimated public works staff time and police service costs. In hopes of City support, the Chamber is kindly requesting the City of Santa Paula sponsor the event by providing in-kind donations through City staff time for the closures and re-opening of streets and law enforcement presence at the event for up to 50% of the costs attributed to street closures and police services.

It should be noted, the Chamber has already paid the costs of the application/special event permit fee ($346) and the encroachment permit fee ($245). Should Council approve the in-kind request, the estimated remaining costs for which the Chamber would be responsible for would be $6,480.00.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

The event sponsors are requesting the partnership with the City of Santa Paula to help absorb the costs of street closures and reopening and law enforcement services. The estimated value of the in-kind donations would be approximately $6,480 in unrecognized revenue to the City.

OPTIONS:

As alternatives to Staff's suggested action, City Council may:

1. Support the event as a sponsor for a specific amount of in-kind services for the 2023 calendar year as opposed to a percentage of costs; or

2. Direct the Chamber of Commerce to utilize the existing Special Events Sponsorship Program to cover their costs. This option would limit the total amount of support the Chamber of Commerce would receive to $1,500. Based on the above estimates for service, the Chamber would be responsible for $11,460 at a minimum, not including any additional service hours which may be required the day of the event.

3. Decide not to support this request for in-kind services. As a result, the Holiday Parade most likely would not take place as the organization does not have enough funds available to conduct the parade without support.

ATTACHMENTS:

Exhibit A - Sponsorship Request Letter.pdf

EXHIBIT A - SPONSORSHIP REQUEST

October 1, 2023

Dear City of Santa Paula,

The 73rd annual Santa Paula Holiday Parade is scheduled for Saturday November 25th, 2023. The Santa Paula Chamber of Commerce is hosting the evening parade. This long-time family tradition kicks off the Holiday season in our community. This Year's theme is "Spirit of the Holidays". Our Grand Marshal is Kay Wilson-Bolton and the Spirit of Santa Paula.

This year, the chamber has partnered with the PBID, which will be featuring a Small Business Saturday shopping event during the day, the Holiday parade at night, and partnering with Sunburst Railway to bring the Santa Holiday Train Toy Drive following the parade.

Last year's parade brought thousands of people to the downtown district. The economic impact of this event was tremendous for many of our businesses in the community. We hope this year's full day of events will bring a bigger impact to Santa Paula.

With an event of this size, there are costs associated with putting on this parade (city fees, stage, audio, lighting, materials, staffing, etc.). We will offset the costs through donations and sponsorships. We plan on not charging an entry fee but will accept donation from entries.

The Chamber of Commerce is asking the council to sponsor the parade by waiving 50% of the fees once again for city services.

Thank you,

John Marquez
Santa Paula Chamber of Commerce
805-297-5071
jmarquez@santapaulachamber.com

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: 2023 SPECIAL TAX BONDS FOR HARVEST CFD NO. 1 IMPROVEMENT AREA A

Date: November 1, 2023

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:
Adopt Resolution No. 7489 authorizing the issuance of Special Tax Bonds for and on behalf of Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1, approving and directing the execution of a Supplemental Fiscal Agent Agreement and Bond Purchase Agreement, approving the form of Preliminary Official Statement, approving sale of such Bonds, and approving other related documents and actions.

Presented by: Finance Director Christy Ramirez

BACKGROUND:

The City of Santa Paula (the "City") formed the City of Santa Paula Harvest Community Facilities District No. 1 ("CFD No. 1") and Improvement Areas A, B, and C therein, in November 2016. The rate and method of apportionment of special tax and the bonded indebtedness limit for each Improvement Area were amended in February 2019 and December 2022 pursuant to change proceedings. Following this amendment, the bonded indebtedness limit for Improvement Area A was $40,000,000, for Improvement Area B is $70,000,000 and for Improvement Area C is $55,000,000.

In June 2020, the City issued $19,380,000 Special Tax Bonds (the "2020 Bonds") related to Improvement Area A. The 2020 Bonds currently have $19,115,000 in principal outstanding and will remain outstanding until September 2050. In March 2022, the City issued $14,965,000 Special Tax Bonds (the "2022 Bonds") also related to Improvement Area A. The 2022 Bonds currently have $14,925,000 in principal outstanding and will remain outstanding until September 2052. The 2020 and 2022 Bonds will be parity obligations to the proposed 2023 Special Tax Bonds ("2023 Bonds").

Land in Improvement Area A comprises completed homes and ongoing development on approximately 201 gross acres entitled for 707 residential units and under development as the initial part of the larger Harvest at Limoneira development project, which is planned for approximately 1,950 residential units and complementary land uses. As of September 10,

2023, of the 707 single family home lots in Improvement Area A, 586 homes have been sold to individual homeowners and the remaining 121 were recently sold to merchant builders Lennar Homes and Richmond American.

PRIOR ACTIONS

On October 17, 2016, the City Council adopted Resolution No. 7009, a Resolution of Intention to establish a Community Facilities District, to authorize the levy of special taxes, and to incur bonded indebtedness for the purpose of financing certain public improvements.

On November 21, 2016, the City Council adopted Resolution No. 7013, a Resolution of Formation to establish a Community Facilities District and designated Improvement Areas A, B, and C. The Resolution of Formation set forth the rate and method of apportionment of the special tax for each Improvement Area and set forth the necessity to incur bonded indebtedness for each Improvement Area. On the same day, an election was held within each Improvement Area in which the sole qualified elector, the Developer, approved the proposed bonded indebtedness and the levy of the special tax within each Improvement Area.

On February 20, 2019, the City Council adopted a resolution certifying election results and approving changes to the rate and method of apportionment, limit for bonded indebtedness, and appropriations limit for Improvement Area A, B, and C of Harvest Community Facilities District No. 1. On the same day, the special election was held and eligible voters voted in favor of the proposed changes.

On May 6, 2020, the City council adopted Resolution No. 7274 authorizing the issuance of the 2020 Special Tax Bonds in Improvement Area A, which were issued in the amount of $19,380,000. On February 16, 2022, the City council adopted Resolution No. 7383 authorizing the issuance of the 2022 Bonds, which were issued in the amount of $14,965,000.

ANALYSIS:

The proposed Improvement Area A Bonds, third in the series, are expected to be issued in a par amount of approximately $5,655,000 with a final maturity of 2053 (30-year term). Proceeds from the 2023 Bonds will be primarily used to finance public facilities, which consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements. Final interest rates will be determined when the 2023 Bonds are priced and sold (anticipated in mid-November).

SUMMARY OF FINANCING STATISTICS

Par Amount of 2023 Bonds	$5,655,000
True Interest Cost on the 2023 Bonds	6.05%
Average Annual Special Tax A at Buildout (per homeowner) (2)	~$4,142

1) Preliminary, subject to change; based on current market conditions
2) Reflects an average based on total assigned Special Tax A that will cover debt service paid on 2020 Bonds, 2022 Bonds, and 2023 Bonds, divided by 707 total single family home lots. Actual debt service escalates annually, so early years' annual special tax will be lower than the average while later years' will be higher than the average. This average does not represent actual levies; the special tax for residential units is levied pursuant to the Rate and Method of Apportionment for the CFD, which provides for higher

special taxes on units with larger building square footage.

In connection with the issuance of the Bonds, the City hired Integra Realty Resources Inc. to prepare an independent appraisal report. Based on the Report, the value of the property within Improvement Area A was appraised at $401,449,958 as of September 10, 2023. Based on the above estimated par amount of the Bonds and other overlapping debt, the resulting aggregate value-to-lien ratio of the taxable property in Improvement Area A is estimated at 10.11 to 1. This is an average only, and value-to-lien ratios for individual parcels may vary considerably from the average.

DOCUMENTS TO BE APPROVED

There are several documents that Staff is asking the City Council to review and approve, including the Second Supplemental Fiscal Agent Agreement, the Preliminary Official Statement, the Bond Purchase Agreement, and the Continuing Disclosure Certificate (included as an appendix to the Preliminary Official Statement). Since some of the information that goes in these documents (e.g. final bond pricing information) will not be available until after the 2023 Bonds have sold, Staff is asking Council to approve the forms of these documents along with not-to-exceed parameters. The not-to-exceed amounts outlined in the attached Resolution relate to the par amount of the 2023 Bonds (not-to-exceed amount of $5,655,000), underwriter discount (not-to-exceed amount of 1.5%) and to the true interest cost ("TIC") on the 2023 Bonds (not-to-exceed amount of 6.5%).

Second Supplemental Fiscal Agent Agreement

The Second Supplemental Fiscal Agent Agreement is prepared by the City's Bond Counsel (Jones Hall) and formalizes the relationship between the City and BNY Mellon Trust Company, the Fiscal Agent for the 2020 Bonds and 2022 Bonds. This Second Supplemental Agreement amends parts of the Original Fiscal Agent Agreement to reflect the terms of the proposed 2023 Bonds. The Original Fiscal Agent Agreement was dated June 2020 (for the 2020 Bonds) and was amended once prior in March 2022 (for the 2022 Bonds).

Preliminary Official Statement and Continuing Disclosure Agreement

The Preliminary Official Statement ("POS") is prepared by the City's Disclosure Counsel (Jones Hall) and provides material information to potential investors during the marketing process for the 2023 Bonds. It describes the credit condition of Improvement Area A, summarizes the legal provisions governing the 2023 Bonds, lists various risks of investing in the Bonds and related matters.

The Continuing Disclosure Agreement is also prepared by the City's Disclosure Counsel and outlines the ongoing annual reporting that the City covenants to provide to bond owners. The Securities and Exchange Commission ("SEC") has increasingly reviewed issuer compliance with this agreement to ensure that issuers are providing the annual reporting promised at the time of bond sale. As a result, the items in the City's Continuing Disclosure Agreement are selected to maximize the marketability to bond investors without creating undue ongoing burden for the City.

Bond Purchase Agreement

This document is the proposed contract between the City and the underwriter of the 2023 Bonds (Stifel). It sets forth the conditions under which the underwriting team will commit to purchase the Bonds from the City for resale to final bond owners. The document will be executed at the time of the actual bond sale, and will be completed based on the market

conditions and the underwriter's offer to purchase the 2023 Bonds.

TIMELINE

- November 1, 2023 – City Council considers the financing
- Mid-November 2023 – Price the 2023 Bonds (Set interest rates and execute Bond Purchase Agreement)
- Late November 2023 – Close the financing (Funds become available)

GOOD FAITH ESTIMATES

Pursuant to Government Code Section 5852.1, the following good faith estimates (obtained from the Underwriter and the Municipal Advisor) must be disclosed at a public meeting before the authorization of the Bonds, based on an estimated par amount being sold of $5,655,000.

Information to be disclosed per Government Code Section 5852.1:	***Estimates as of October 20, 2020****
True interest cost of the 2023 Bonds (the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds)	6.05%
Finance charge of the 2023 Bonds (the sum of fees and charges paid to third parties)	$312,443
Amount of proceeds received from the sale of the 2023 Bonds, less the finance charge of the bonds and any reserves or capitalized interest paid or funded with proceeds of the 2023 Bonds	$4,556,147
The total payment amount (the sum total of all debt service payments on the 2023 Bonds, plus the finance charge of the 2023 Bonds not paid from bond proceeds)	$14,532,969

** These are good faith estimates only. Final results will likely differ based on market conditions as of the actual sale date and other factors*

STRATEGIC PLAN:

FISCAL IMPACTS:

There is no cost to the City. The 2023 Bonds will be secured by special taxes levied on property within Improvement Area A. The City will annually recoup its administrative costs from the special tax levy.

OPTIONS:

1. The Council may choose to delay or deny approving issuance of the Bonds. A delay in the process would postpone reimbursement of costs to the master developer and potentially risk the success of the development due to fiscal constraints on the master developer.
2. The Council may provide staff with additional direction.

ATTACHMENTS:

2023 CFD Issuance Reso 7489.docx
Harvest CFD 2023 2nd Supp Fiscal Agent Agreemt.pdf
2023 POS - Santa Paula Harvest CFD.pdf

RESOLUTION NO. 7489

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA A OF THE CITY OF SANTA PAULA HARVEST COMMUNITY FACILITIES DISTRICT NO. 1, APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Santa Paula (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Harvest Community Facilities District No. 1 (the "District") and an "Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1" ("Improvement Area A") therein, to authorize the levy of special taxes upon the land within the District and Improvement Area A, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District and Improvement Area A; and

WHEREAS, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the Improvement Area A in the maximum principal amount of not to exceed $40,000,000; and

WHEREAS, the City previously issued for and on behalf of the District, the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2020 (the "2020 Bonds") in the initial principal amount of $19,380,000 and Series 2022 (the "2022 Bonds") in the initial principal amount of $14,965,000, which 2020 Bonds and 2022 Bonds constituted the first and second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, City now desires to issue a third and final series of the special tax bonds for Improvement Area A pursuant to the Bond Authorization, as described in more detail herein (the "2023 Bonds") secured on parity with the 2020 Bonds and 2022 Bonds (collectively, the "Bonds"); and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 2 to Fiscal Agent Agreement (the "Supplemental Agreement"), which will supplement and amend a Fiscal Agent Agreement dated as of June 1, 2020 (as so supplemented and as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the 2023 Bonds; and

WHEREAS, the City proposes to sell the 2023 Bonds to Stifel Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the 2023 Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary

Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the 2023 Bonds by the Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA PAULA RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the 2023 Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the 2023 Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2023" in an aggregate principal amount not to exceed 5,655,000 are hereby authorized to be issued. The 2023 Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The 2023 Bonds shall not be issued unless the value of the real property within Improvement Area A subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area A, plus the portion of all other bonds, if any, outstanding that are secured by a special tax levied under the Act on property within Improvement Area A or a special assessment levied on property within Improvement Area A.

The Rate and Method of Apportionment ("RMA") for the District provides that in the event the use of any parcel within Improvement Area A which was originally classified as exempt from the special tax changes so that such parcel is no longer classified as exempt, such parcel shall be deemed to be Taxable Property (as defined in the RMA). Each Authorized Officer (defined below) is authorized and directed to establish a tax rate for any such change of use property at a level reasonably consistent with other similar uses in Improvement Area A. Special taxes on such property shall thereafter be a part of the security for Bonds issued in connection with Improvement Area A.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Finance Director and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the 2023 Bonds shall be applied by the City for the purposes and in the amounts

as set forth in the Fiscal Agent Agreement as supplemented by the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement and Continuing Disclosure Certificate**. The Council hereby approves the Preliminary Official Statement with respect to the 2023 Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the 2023 Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

7. **Approval of Bond Purchase Agreement**. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of 2023 Bonds shall not exceed $5,655,000 or result in an Underwriter's discount in excess of 1.5% of the par amount of the 2023 Bonds, or a true interest cost in excess of 6.5%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the 2023 Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and Improvement Area A and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful

issuance and delivery of the 2023 Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Santa Paula, California, at a regularly scheduled meeting thereof, held on the ____ day of 1st day of November, 2023 by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

_____
Daniel Singer, City Manager

SUPPLEMENTAL AGREEMENT NO. 2 TO
FISCAL AGENT AGREEMENT

by and between

CITY OF SANTA PAULA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent

Dated as of _____1, 2023

Relating to:

$_____
City of Santa Paula
Harvest Community Facilities District No. 1 Improvement Area A
Special Tax Bonds
Series 2023

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EXHIBIT A - FORM OF 2023 BONDS

SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 2" or "Agreement"), dated as of _____ 1, 2023, is by and between the CITY OF SANTA PAULA, a general law city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of June 1, 2020 (the "Fiscal Agent Agreement") by and between the Fiscal Agent and the City.

R E C I T A L S :

WHEREAS, the City Council of the City has formed the District and Improvement Areas A, B and C therein under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 19-30 of the City Council adopted on January 16, 2019; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and each Improvement Area, and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for Improvement Area A in the maximum aggregate principal amount of not to exceed $40,000,000 (the "Bond Authorization"); and

WHEREAS, pursuant to the provisions of the Act the City previously issued for and on behalf of Improvement Area A of the District, the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2020 (the "2020 Bonds") in the initial principal amount of $19,380,000 and Series 2022 (the "2022 Bonds") in the initial principal amount of $14,965,000, which 2020 Bonds and 2022 Bonds constituted the first and second series of bonds issued pursuant to the Bond Authorization, pursuant to a Fiscal Agent Agreement dated as of June 1, 2020 (as subsequently supplemented, the "Fiscal Agent Agreement") and a Supplemental Agreement No. 1 to Fiscal Agent Agreement (the "Supplemental Agreement No. 1") between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent, for the purpose of financing various public improvements authorized to be funded by the District; and

WHEREAS, Section 5.17 of the Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Fiscal Agent Agreement) secured under the Fiscal Agent Agreement on parity with the 2020 Bonds and 2022 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2023 (the "2023 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, this Supplemental Agreement No. 2 is a "Supplemental Agreement" as defined in Section 1.03 of the Fiscal Agent Agreement and the 2023 Bonds are "Additional Bonds" as defined in Section 1.03 of the Fiscal Agent Agreement and secured under the Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 2, on parity with the 2020 Bonds and 2022 Bonds;

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 2 pursuant to Sections 5.17 of the Fiscal Agent Agreement to provide for the issuance of the 2023 Bonds;

WHEREAS, in providing for the issuance of the 2023 Bonds, it is necessary to supplement and amend the Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.01 of the Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2023 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 2, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 2 have been in all respects duly authorized.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.01 of the Fiscal Agent Agreement, the Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article XI. Such Article XI shall read in its entity as follows:

ARTICLE XI

2023 BONDS

Section 11.01. Definitions. The Fiscal Agent Agreement is amended to add and/or modify the following definitions to Section 1.03.

"Article XI" means this Article XI which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 2, together with all amendments of and supplements to this Article XI entered into pursuant to the provisions of Section 8.01.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that (i) the first Bond Year for bonds issued in 2020 shall begin on the Closing Date and end on September 1, 2020 (ii) the first Bond

Year for bonds issued in 2022 shall begin on the Closing Date and end on September 1, 2023 and the first Bond Year for bonds issued in 2023 shall begin on the Closing Date and end on September 1, 2024.

"*Closing Date*" means with respect to each series of Bonds, the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser thereof, for the 2023 Bonds being _____, 2023.

"Continuing Disclosure Certificate" means (i) with respect to the 2020 Bonds, the Continuing Disclosure Certificate, dated as of June 18, 2020, by and among the City and Willdan Financial Services, (ii) with respect to the 2022 Bonds, the Continuing Disclosure Certificate, dated as of March 17, 2022, and (ii) with respect to the 2023 Bonds, the Continuing Disclosure Certificate, dated as of _____, 2023, by and among the City and Willdan Financial Services in its capacity as Dissemination Agent thereunder, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Interest Payment Dates" means (i) with respect to the 2020 Bonds, March 1 and September 1 of each year, commencing March 1, 2020, (ii) with respect to the 2022 Bonds, March 1 and September 1 of each year, commencing September 1, 2022, and (ii) with respect to the 2023 Bonds, March 1 and September 1 of each year, commencing March 1, 2024.

"*Reserve Account*" means the reserve account established for each series of Bonds.

"Responsible Officer" means, when used with respect to the Fiscal Agent, any managing director, president, vice president, senior associate, associate or other officer of the Fiscal Agent within the Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Fiscal Agent Agreement.

"Supplemental Agreement No. 2" means Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2023, between the City, for and on behalf of the District, and the Fiscal Agent.

"2023 Bonds" means the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2023, authorized to be issued under Section 11.02.

"*2023 Capitalized Interest Account*" means the account by that name established in Section 3(E) of this Supplemental Agreement No. 2.

"2023 Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2023 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee and the fees and expenses of its counsel, expenses incurred by the City in connection with the issuance of the 2023 Bonds, financial advisor fees, 2023 Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2023 Bonds and other costs, charges and fees in connection with the foregoing.

"2023 Costs of Issuance Fund" means the fund by that name established and held by the Fiscal Agent pursuant to Section 11.07.

"*2023 Improvement Account*" means the account by that name established in Section 3(D) of this Supplemental Agreement No. 2.

"*2023 Reserve Account of the Reserve Fund*" means the account by that name established in Section 11.06(B).

"*Term 2023 Bonds*" means the 2023 Bonds maturing September 1, _____, September 1, _____, and September 1, _____.

Section 11.02. Authorization of 2023 Bonds. 2023 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California.

Section 11.03. Terms of 2023 Bonds.

(A) Form; Denominations. The 2023 Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof.

(B) Date of Bonds. The 2023 Bonds shall be dated the Closing Date for the 2023 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2023 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2023 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2023 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2023 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

Maturity	Principal Amount	Interest Rate	CUSIP† (802545)

(E) Interest and Method of Payment. Interest on the 2023 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.03, and payments shall be made on the 2023 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being March 1, 2024.

Section 11.04. Redemption of 2023 Bonds.

(A) Redemption.

(i) *Optional Redemption.* The 2023 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any Interest Payment Date on and after September 1, ____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, ____ and March 1, ____	103%
September 1, ____ and March 1, ____	102
September 1, ____ and March 1, ____	101
September 1, ____ and any Interest Payment Date thereafter	100

(ii) *Mandatory Redemption From Prepayments.* The 2023 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as described below, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
Interest Payments Dates September 1, ____ through and including March 1, ____	103%
September 1, ____ and March 1, ____	102
September 1, ____ and March 1, ____	101
September 1, ____ and any Interest Payment Date thereafter	100

Prepayments will be allocated by the City to the redemption of each series of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of each series. Such allocations shall be applied to redeem each series as nearly as practicable on a pro rata basis among maturities of each respective series, in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of one or more series so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

In connection with receipt of a Prepayment, the City may release from the Reserve Account related to each series of Bonds an amount corresponding to the applicable credit to be received based on the principal amount of each series prepaid, as determined by the City,

provided that the release shall not cause the amount in the Reserve Fund to be less than the Reserve Requirement.

(iii) *Mandatory Sinking Payment Redemption.* The Term 2023 Bonds maturing September 1, ____ and September 1, ____ are subject to mandatory sinking payment redemption in part on September 1, ____ and September 1, ____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing on September 1, _____

Redemption Date (September 1)	***Principal Amount***

Term Bonds Maturing on September 1, _____

Redemption Date (September 1)	***Principal Amount***

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds as directed by the City in an Officer's Certificate. In the event of a redemption pursuant to Section 11.04(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 11.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2023 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 30 days prior to the applicable redemption date, unless waived by the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 11.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate

requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2023 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. Subject to its receipt of timely notice from the City in the case of a redemption pursuant to Section 2.03(A)(i) or timely receipt of directions from the City and an Officer's Certificate (as to the Bonds to be redeemed) in the case of a mandatory redemption pursuant to Section 2.03(A)(ii), the Fiscal Agent shall cause notice of any redemption to be mailed by electronic or first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the 2023 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2023 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2023 Bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and 2023 Bond number of each 2023 Bond to be redeemed or shall state that all 2023 Bonds between two stated 2023 Bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, shall state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2023 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2023 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2023 Bonds under Section 11.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption, in which case such redemption shall be rescinded or cancelled and annulled and such cancellation and annulment shall not constitute an event of default. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption, and such rescission or cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission or cancellation of redemption. The Fiscal Agent shall mail or email notice of such rescission or cancellation of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2023 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2023 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2023 Bonds of any maturity, the City shall select (in accordance with the procedures of the Depository, if applicable) the 2023 Bonds to be redeemed, from all 2023 Bonds or such given

portion thereof of such maturity by lot in any manner which the City in its sole discretion shall deem appropriate.

Upon surrender of 2023 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2023 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2023 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2023 Bonds and issue a certificate of destruction thereof to the City.

Section 11.05. Form of 2023 Bonds; Authentication and Delivery.

(A) Form of 2023 Bonds. The 2023 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit C attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2023 Bonds. The 2023 Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2023 Bond ceases to be such officer before delivery of the 2023 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2023 Bonds to the Owner. Any 2023 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2023 Bond shall be the proper officers of the City although at the nominal date of such 2023 Bond any such person shall not have been such officer of the City.

Only such of the 2023 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit C, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2023 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2023 Bonds. At any time after the execution of Supplemental Agreement No. 2 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2023 Bonds as Additional Bonds have been met, the City may issue the 2023 Bonds for the District in the aggregate principal amount set forth in Section 11.02 and deliver the 2023 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2023 Bonds in accordance with the provisions of the Act

and this Agreement, as supplemented by Supplemental Agreement No. 2, to authorize the payment of 2023 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2023 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2023 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Fiscal Agent Agreement shall apply to the 2023 Bonds in a like manner as applied to the 2023 Bonds.

Section 11.06. Application of Proceeds of Sale of 2023 Bonds.

(A) The proceeds of the purchase of the 2023 Bonds by the Original Purchaser in the amount of $_____ (equal to the initial principal amount of the 2023 Bonds ($_____), plus net original issue premium of $_____, less an Underwriter's discount of $_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the 2023 Improvement Account of the Improvement Fund $_____;

(ii) Deposit in the 2023 Reserve Account of the Reserve Fund $_____5, which is equal to the amount needed to be added to the Reserve Fund for the amount therein to equal the Reserve Requirement of $_____, on the date of issuance of the 2023 Bonds;

(iii) Deposit in the 2023 Capitalized Interest Account of the Bond Fund $_____; and

(iv) Deposit in the 2023 Costs of Issuance Fund $_____.

(B) The Fiscal Agent shall establish and hold a separate subaccount within the Reserve Fund known as the "2023 Reserve Account," into which the amounts set forth in Section 11.06(A)(ii) shall be deposited, and administered as provided in Section 4.03(B).

(C) The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 11.06.

Section 11.07. 2023 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2023 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2023 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2023 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2023 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the 2023 Costs of Issuance Fund until 60 days after the Closing Date, and shall transfer any moneys remaining therein on such date, including any investment earnings thereon, to the 2023 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2023 Improvement Account and the Fiscal Agent shall close the 2023 Costs of Issuance Fund.

Moneys in the 2023 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2023 Costs of Issuance Fund to be used for the purposes of such fund.

Section 11.08. Procedure for Disbursement of 2023 Improvement Account..

(A) Disbursements. Disbursements from the 2023 Improvement Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2023 Improvement Account and to the 2023 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 11.09. Security for 2023 Bonds. The 2023 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article XI.

Section 11.10. Effect of this Article XI. Except as in this Article XI expressly provided or except to the extent inconsistent with any provision of this Article XI, the 2023 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2023 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XI.

SECTION 2. Attachment of Exhibit C. The Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit C setting forth the form of the 2023 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Fiscal Agent Agreement. The Fiscal Agent Agreement is hereby amended as follows:

(A) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new fourth sentence thereof, the following: "There is also hereby created within the Improvement Fund a separate account designated as the "2023 Improvement Account" of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2023 Bond proceeds directed to the Improvement Fund pursuant to Section 11.06 and 10.08.

(B) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: "There is also hereby created within the Bond Fund a "2023 Capitalized Interest Account" which account is hereby established for

purposes of accounting for the disposition of 2023 Bonds, a portion of the proceeds of which will be deposited to such 2023 Capitalized Interest Account pursuant to Section 11.06(iii). The amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2023 Bonds, and the amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2023 Bonds as follows:

March 1, 2024 [and September 1, 2024]:	The amount necessary, taking into account any amounts then on deposit in the Bond Fund available for such purpose, to pay interest on the 2023 Bonds on the Interest Payment Date which occurs on such dates.

After making the foregoing payment, any remaining amount in the 2023 Capitalized Interest Account shall be transferred to the Bond Fund and the 2023 Capitalized Interest Account shall be closed.

(C) Section 4.03(A) of the Agreement is amended to add a new second paragraph as follows:

There is hereby established a 2023 Reserve Account as a separate account within the Reserve Fund to be held by the Fiscal Agent, to the credit of which a deposit shall be made as required by Section 11.06(A)(ii) and deposits shall be made as provided in Section 3.03(B).

(C) Section 7.02 of the Agreement is amended to add a new tenth paragraph as follows:

Delivery of reports, information and documents to the Fiscal Agent is for information purposes only and the Fiscal Agent's receipt of such shall not constitute notice or constructive notice of any information contained therein or determinable from information contained therein, including the City's compliance with any of its covenants hereunder (as to which the Fiscal Agent is entitled to rely exclusively on Officer's Certificates).

(E) References in the Fiscal Agent Agreement to the 2020 Bonds, 2022 Bonds or 2023 Bonds which, if the context requires reference to the 2020 Bonds, 2022 Bonds and 2023 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2020 Bonds, 2022 Bonds and 2023 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to "Bonds" as defined in the Fiscal Agent Agreement rather than "2020 Bonds," "2022 Bonds," or "2023 Bonds."

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 2 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 2. The City hereby declares that it would have entered into this Supplemental Agreement No. 2 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2023 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences. clauses, or phrases of this Supplemental Agreement No. 2 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 2 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 2 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

SECTION 7. Execution By Electronic Means. The parties agree that the Electronic Signature of a party to this Supplemental Agreement No. 2, including all acknowledgements and attestations, shall be as valid as an original signature of such party and shall be effective to bind such party to this Supplemental Agreement No. 2. The parties agree that any Electronically Signed Document, including this Supplemental Agreement No. 2, shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "Electronic Signature" means a manually signed original signature that is transmitted by Electronic Means, including without limitation in the form of a pdf (portable document format) or other replicating image attached to an e-mail message; and "Electronically Signed Document" means a document transmitted by Electronic Means and containing, or to which there is affixed, an Electronic Signature.

SECTION 8. Concerning the Fiscal Agent. In entering into and acting under this Supplemental Agreement No. 2, and with respect to all matters arising hereunder, the Fiscal Agent shall have and be entitled to all of the rights, immunities, indemnities and protections afforded or granted to it under the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the City of Santa Paula has authorized the execution of this Agreement by its Finance Director under the authority of a Resolution adopted by the Council of the City of Santa Paula, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF SANTA PAULA, a municipal corporation, for and on behalf of Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1

By: _____
Finance Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Vice President

[Signature Page to Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____ 1, 2023]

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

EXHIBIT C
FORM OF 2023 BONDS

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BOND
SERIES 2023

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
____%	September 1, ____	_____, 2023	777870 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Santa Paula (the "City") for and on behalf of the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2024 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this 2023 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2023 Bond at a designated Principal Office of The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"). Interest on this 2023 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of 2023 Bonds.

This 2023 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2023 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2023" (the "2023 Bonds"). The issuance of the 2023 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of June 1, 2020**,** as amended and supplemented, including by Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of _____ 1, 2023 (together, the "Agreement"), by and between the City and the Fiscal Agent and this reference incorporates the Agreement, as supplemented, herein, and by acceptance hereof the Owner of this 2023 Bond assents to said terms and conditions. The Agreement is authorized under, this 2023 Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this 2023 Bond are payable, on parity with bonds previously issued by the City for the District in 2020, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this 2023 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the 2023 Bond Date shown above; provided however, that if at the time of authentication of this 2023 Bond, interest is in default hereon, this 2023 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2023 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The 2023 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date on and after September 1, ____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, ____ and March 1, ____	103%
September 1, ____ and March 1, ____	102
September 1, ____ and March 1, ____	101
September 1, ____ and any Interest Payment Date thereafter	100

The 2023 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as described below, and by lot within

a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
Interest Payments Dates September 1, ____ through and including March 1, ____	103%
September 1, ____ and March 1, ____	102
September 1, ____ and March 1, ____	101
September 1, ____ and any Interest Payment Date thereafter	100

The Term 2023 Bonds maturing September 1, ____ and September 1, ____ are subject to mandatory sinking payment redemption in part on September 1, ____ and September 1, ____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing on September 1, _____

Redemption Date (September 1)	***Principal Amount***

Term Bonds Maturing on September 1, _____

Redemption Date (September 1)	***Principal Amount***

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds as directed by the City in an Officer's Certificate.

Prepayments will be allocated by the City to the redemption of each series of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of each series. Such allocations shall be applied to redeem each series as nearly as practicable on a pro rata basis among maturities of each respective series, in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of one or more series so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

In connection with receipt of a Prepayment, the City may release from the Reserve Account related to each series of Bonds an amount corresponding to the applicable credit to be received based on the principal amount of each series prepaid, as determined by the City, provided that the release shall not cause the amount in the Reserve Fund to be less than the Reserve Requirement.

Notice of redemption with respect to the 2023 Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This 2023 Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this 2023 Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2023 Bonds for redemption or (ii) with respect to a 2023 Bond after such 2023 Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the 2023 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2023 Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2023 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2023 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2023 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2023 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Santa Paula has caused this 2023 Bond to be dated March 17, 2023, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF SANTA PAULA

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2023 Bonds described in the Resolution and the Agreement.

Dated: _____, 2023

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax Identification or Social Security Number of Assignee)

the within-mentioned registered 2023 Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within 2023 Bond in every particular without alteration or enlargement or any change whatsoever.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE – FULL BOOK-ENTRY **NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2023 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2023 Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$_____*

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

Dated: Date of Delivery **Due: September 1, as shown below**

The bonds captioned above (the "2023 Bonds"), are being issued by the City of Santa Paula (the "City") for its Harvest Community Facilities District No. 1 (the "District"). The 2023 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of June 1, 2020 as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of November 1, 2023 (together, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). Interest on the 2023 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2024. The City previously issued special tax bonds in June 2020 and March 2022 (the "2020 Bonds" and "2022 Bonds" and together with the 2023 Bonds, the "Bonds") secured by special taxes on property within the District's Improvement Area A ("Improvement Area A"). See "THE BONDS – Authority for Issuance."

The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2023 Bonds are secured on parity with the 2020 Bonds and 2022 Bonds by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on taxable real property within the boundaries of Improvement Area A, from certain proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area A. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so. To provide a limited amount for payment of the 2023 Bonds and the interest thereon as a result of delinquent Special Taxes, the City will use a portion of the 2023 Bond proceeds to increase the amount in the debt service reserve fund established in connection with the issuance of the 2020 Bonds and 2022 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Land in Improvement Area A comprises completed homes and ongoing development on approximately 201 gross acres entitled for 707 residential units and under development as the initial part of the larger Harvest at Limoneira development project, which is planned for approximately 1,950 residential units and complementary land uses. As of September 10, 2023, of the 707 single family home lots in Improvement Area A, 586 homes have been sold to individual homeowners and the remaining 121 were recently sold to merchant builders Lennar Homes and Richmond American (defined herein). See "THE HARVEST AT LIMONEIRA DEVELOPMENT" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A."

The 2023 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF VENTURA, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2023 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2023 Bonds.

The 2023 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2023 Bonds will be available for delivery to DTC on or about November __, 2023.

[Stifel logo]

The date of this Official Statement is _____, 2023.

* Preliminary; subject to change.

MATURITY SCHEDULE

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

(Base CUSIP†: _____)

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† Number

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF SANTA PAULA
(Ventura County, California)

CITY COUNCIL
OF THE CITY OF SANTA PAULA

Andy Sobel, *Mayor*
Leslie Cornejo, *Vice Mayor*
Pedro Chavez, *Council Member*
Jenny Crosswhite, *Council Member*
Carlos Juarez, *Council Member*

CITY OFFICIALS

Daniel Singer, *City Manager*
Christy Ramirez, *Finance Director*
Monica Castillo of Best Best & Krieger LLC, *Interim City Attorney*

MUNICIPAL ADVISOR
NHA Advisors
San Rafael, California

BOND COUNSEL and DISCLOSURE COUNSEL
Jones Hall, A Professional Law Corporation
San Francisco, California

APPRAISER
Integra Realty Resources
Sacramento, California

SPECIAL TAX ADMINISTRATOR
Willdan Financial Services
Temecula, California

FISCAL AGENT
The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the 2023 Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the 2023 Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the City, the District, Improvement Area A of the District, or any other matters described in this Official Statement, or in the condition of the security for the Bonds since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the 2023 Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the 2023 Bonds. Prospective investors should not construe the contents of this Official Statement as legal, tax or investment advice.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

Involvement of Underwriter. The Underwriter has submitted the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Fiscal Agent Agreement or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Bonds are Exempt from Securities Laws Registration. The 2023 Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Forward-Looking Statements. Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the City in any way, regardless of the level of optimism communicated in the information. The City is not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

Website. The references to internet websites in this Official Statement are shown for reference and convenience only; unless explicitly stated to the contrary, the information contained within the websites and any links contained within those websites are not incorporated herein by reference and does not constitute part of this Official Statement.

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OFFICIAL STATEMENT

$_____*
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Santa Paula (the "**City**") of the bonds captioned above (the "**2023 Bonds**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2023 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City was incorporated on April 22, 1902, and is the geographic center of Ventura County (the "**County**"), situated in the rich agricultural Santa Clara River Valley. The City is located approximately 65 miles northwest of Los Angeles and 10 miles east of Ventura, and is 14 miles from the coastline of the Pacific Ocean. The area within the City limits comprises approximately 5.4 square miles and had an estimated population of 31,423 as of January 1, 2023. For economic and demographic information regarding the City and the County, see "APPENDIX C – The City of Santa Paula and Ventura County."

Authority for Issuance of the 2023 Bonds. On October 17, 2016, the City Council of the City (the "**City Council**"), as legislative body of its Harvest Community Facilities District No. 1 (the "**District**"), adopted a Resolution of Intention to form the District and designate improvement areas therein under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), to levy a special tax and to incur bonded indebtedness for the purpose of financing certain public improvements.

* Preliminary, subject to change.

After conducting a noticed public hearing, on November 21, 2016, the City Council adopted a Resolution of Formation (the "**Resolution of Formation**"), which established the District and designated Improvement Areas A, B, and C therein (collectively, the "**Improvement Areas**"), set forth the rate and method of apportionment of the special tax for each Improvement Area, and set forth the necessity to incur bonded indebtedness for each Improvement Area. On the same day, an election was held within each Improvement Area in which the sole qualified elector, Limoneira Lewis Community Builders, a Delaware limited liability company (the "**Developer**"), approved the proposed bonded indebtedness and the levy of the special tax within each Improvement Area. On February 20, 2019, the rate and method of apportionment of special tax and the bonded indebtedness limit for each Improvement Area were amended pursuant to change proceedings conducted under the Act. Following such amendment, the bonded indebtedness limit for Improvement Area A is $40,000,000, for Improvement Area B is $41,000,000 and for Improvement Area C is $32,000,000. In June 2020 the City issued $19,380,000 principal amount of Special Tax Bonds for Improvement Area A (the "2020 Bonds") and in March 2022 the City issued $14,965,000 principal amount of Special Tax Bonds for Improvement Area A (the "2022 Bonds"); the 2023 Bonds are the third and final (other than possible refunding bonds) series of bonds issued for Improvement Area A.

The 2023 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on November [1], 2023 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of November 1, 2023 (together, the "**Fiscal Agent Agreement**") between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**").

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the inside cover page of this Official Statement. Interest on the 2023 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2024. The 2023 Bonds will be issued without coupons in denominations of $5,000 or any integral multiple thereof.

Registration of Ownership of 2023 Bonds. The 2023 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023 Bonds. So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2023 Bonds. Payments of the principal, premium, if any, and interest on the 2023 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2023 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The District and Improvement Area A. Land within the District is part of a master-planned community locally known as "Harvest at Limoneira" (the "**Limoneira Development**"), which is currently planned for approximately 1,950 residential units and complementary land uses. Property in Improvement Area A is the first phase of development and comprises approximately 201 gross acres designated for 707 residential units. Improvement Area A also includes 17.72 acres that are owned by Limoneira Company ("**Limoneira Company**"), which were originally planned for commercial development and subsequently were rezoned for rental apartment residential use, which is not subject to the lien of the Special Tax securing the Bonds.

The Developer is the master developer entity for the Limoneira Development, and is not a homebuilder. Beginning in 2019, 586 of the 707 single family residential lots within Improvement Area A were sold to four merchant builders: Lennar Homes of California, LLC, a California limited liability company, as successor by conversion to Lennar Homes of California, Inc., a California corporation ("**Lennar Homes**"), K. Hovnanian Communities, Inc., a California corporation ("**K. Hovnanian**"), Richmond American Homes of Maryland, Inc., a Maryland corporation ("**Richmond American**"), and KB HOME Greater Los Angeles Inc., a California corporation ("**KB**") (collectively, the "**Merchant Builders**").

As of the September 10, 2023 date of the Appraisal, 586 homes were completed and owned by individual homeowners. The final 121 lots were sold in October 2023 to Lennar Homes (50 lots) and Richmond American (71 lots) as semi-finished lots, to be developed as a continuation of their previously marketed developments described herein. See "THE DISTRICT AND IMPROVEMENT AREA A" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A" for additional details.

Use of Proceeds. Proceeds of the 2023 Bonds will primarily be used to reimburse the Developer for a portion of the costs of acquiring and constructing certain public infrastructure improvements (the "**Improvements**," as described herein) undertaken by the Developer with respect to the Limoneira Development. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements. Most of the Improvements for Improvement Area A have been completed. See "THE IMPROVEMENTS." A portion of the proceeds of the 2023 Bonds will also be used to increase the amount deposited into a debt service reserve fund established in connection with the issuance of bonds in 2020, to provide capitalized interest for a portion of debt service due on the 2023 Bonds through and including September 1, 2024, and to pay costs of issuance.

Prior Bonds. The maximum authorized indebtedness for Improvement Area A is $40,000,000. In June 2020, the City issued $19,380,000 of Special Tax Bonds for Improvement Area A (the "**2020 Bonds**") and in March 2022, the City issued $14,965,000 of Special Tax Bonds for Improvement Area A (the "**2022 Bonds**" and together with the 2020 Bonds and 2023 Bonds, the "**Bonds**"). The 2023 Bonds are being issued under the original authorization and are secured by Special Tax Revenues on parity with the 2020 Bonds and 2022 Bonds. The 2023 Bonds complete full utilization of the $40,000,000 bond authorization for Improvement Area A. The City expects to issue bonds for Improvement Area B and Improvement Area C in the future; *special taxes generated in those areas will not be security for the 2020 Bonds, 2022 Bonds and 2023 Bonds*.

Security and Source of Payment of the Bonds. As security for the payment of the Bonds, a special tax applicable to each taxable parcel in Improvement Area A will be levied and collected according to the tax liability determined by the City Council through the application of the Rate and Method of Apportionment for Improvement Area A (the "**Special Tax Formula**"). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology" for a description of the Special Tax Formula.

The 2023 Bonds are payable, on parity with the 2020 Bonds and 2022 Bonds, from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes,

net of the Priority Administrative Expense and the administration charge of the County, but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. "**Special Taxes**" means "Special Tax A" levied for facilities in Improvement Area A pursuant to the Special Tax Formula, and not Special Tax B, which is levied for services within Improvement Area A. "**Priority Administrative Expense**" means (i) beginning in fiscal year 2020-21, $35,000, and (ii) for each subsequent fiscal year, an amount equal to the preceding fiscal year's Priority Administrative Expense plus an additional 2% of such amount. The 2023 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a parity Reserve Fund (described below), all as more fully described herein. See "– Reserve Fund," below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Parity Reserve Fund. In connection with the issuance of the 2020 Bonds, a Reserve Fund (the "**Reserve Fund**") was established by the Fiscal Agent under the Fiscal Agent Agreement in the amount of the Reserve Requirement (defined herein). The initial Reserve Requirement was increased upon issuance of the 2022 Bonds and a portion of the proceeds of the 2023 Bonds will be used to increase the amount deposited in the Reserve Fund to the Reserve Requirement as calculated with respect to the aggregate amount of Bonds outstanding. The Reserve Fund is available to pay debt service on all series of the Bonds on a pro rata basis if Special Tax Revenues are insufficient. If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the Bonds, or supplement the Reserve Fund, except to the extent Special Tax Revenues are available for such purpose. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Parity Reserve Fund."

Additional Bonds. Supplemental Agreement No. 2 to Fiscal Agent Agreement provides that no additional bonds are permitted under the Fiscal Agent Agreement, except that the City may in the future issue bonds secured on parity with the then outstanding Bonds for refunding purposes.

Appraised Value of Property and Overall Value to Lien Ratio. Property in Improvement Area A is security for the Special Tax. The City authorized the preparation of an appraisal report for certain real property within Improvement Area A, which sets forth an estimated aggregate value of taxable property in Improvement Area A of $401,449,958, as of September 10, 2023, with $373,040,958 of that value assigned to homes owned by individual homeowners. The valuation assumes completion of the Improvements funded by the 2023 Bonds and accounts for the impact of the lien of the Special Tax securing the Bonds. See "THE IMPROVEMENTS." In considering the estimate of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimate as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2023 Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the 2023 Bonds are now complete. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – The Appraisal" and APPENDIX B.

The appraised value of property in Improvement Area A is 10.11* times the $39,695,000* aggregate principal amount of the Bonds. This is the value-to-lien ratio with respect to the parcels in Improvement Area A subject to the Special Tax as whole; the ratio for individual parcels will vary.

See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Value to Special Tax Burden Ratios."

Risks of Investment. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2023 Bonds.

Limited Obligation of the City. **The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the Special Tax Revenues and money in the funds established and pledged to the Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the Bonds is a general debt, liability or obligation of the City. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds other than from the Special Tax Revenues and money in the funds established and pledged to the Bonds, as provided in the Fiscal Agent Agreement.**

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Finance Director of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City, the District or Improvement Area A since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

* Preliminary, subject to change.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2023 Bonds follows:

Estimated Sources of Funds:	
Principal Amount of 2023 Bonds	$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	$
Estimated Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to Reserve Fund[(1)]	
Deposit to Bond Fund[(2)]	
Costs of Issuance[(3)]	
Total	$

(1) Represents an amount that when added to money already in the Reserve Fund will equal the Reserve Requirement for the Bonds.

(2) Represents an amount scheduled to provide for capitalized interest due on a portion of the debt service on the 2023 Bonds through September 1, 2024.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the CFD Administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE IMPROVEMENTS

The Bonds provide a funding source to reimburse the Developer for moneys expended for a portion of the cost of public improvements required for development within the District to proceed.

The eligible Improvements authorized to be funded with proceeds of the Bonds are described as street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities including wells, treatment facilities, reservoirs and booster pumps, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, general governmental office, administrative and meeting facilities, any other capital facilities authorized to be financed under the Act and land, rights-of-way and easements necessary for any of such facilities; reimbursements to other areas for infrastructure facilities serving development in the District; and any other expenses incidental to the construction, completion, and inspection of the facilities, including but not limited to and the cost of planning, permitting and designing the facilities, land acquisition and easement payments for authorized facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to the construction of the public facilities.

Eligible authorized facilities also include fees of the City attributable to any authorized facility, including but not limited to community facilities fees, storm drain fees, fair share traffic fees, sewer collection fees and wastewater treatment fees.

The Improvements required for home development of Improvement Area A have been substantially completed by the Developer. Net proceeds of the 2023 Bonds will be utillized to reimburse the Developer for authorized Improvements. Net proceeds of the 2020 Bonds and 2022 Bonds have been fully expended for authorized Improvements. See also “THE HARVEST AT LIMONEIRA DEVELOPMENT - Required Public Improvements.”

THE BONDS

Authority for Issuance

The 2023 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On October 17, 2016, the City Council, as legislative body of the District, adopted a Resolution of Intention to form the District and designate improvement areas therein under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing certain public improvements. After conducting a noticed public hearing, on November 21, 2016, the City Council adopted the Resolution of Formation, which established the District and designated Improvement Areas A, B, and C therein (previously defined as the "**Improvement Areas**"), set forth the rate and method of apportionment of the special tax for each Improvement Area, and set forth the necessity to incur bonded indebtedness for each Improvement Area. On the same day, an election was held within each Improvement Area in which the sole qualified elector, the Developer, approved the proposed bonded indebtedness and the levy of the special tax within each Improvement Area.

On February 20, 2019, the rate and method of apportionment of special tax and the bonded indebtedness limit for each Improvement Area were amended pursuant to change proceedings conducted under the Act. Following such amendment, the bonded indebtedness limit for Improvement Area A is $40,000,000, for Improvement Area B is $41,000,000 and for Improvement Area C is $32,000,000. In June 2020, the City issued $19,380,000 of Special Tax Bonds for Improvement Area A of the District and in March 2022 the City issued $14,965,000 of bonds for Improvement Area A of the District; the 2023 Bonds are the third series of special tax bonds. All series of bonds are secured by Special Tax Revenues on a parity basis. No additional bonds are permitted under the Fiscal Agent Agreement, except that the City may in the future issue bonds secured on parity with the then outstanding Bonds for refunding purposes, and no bonds having a lien on Special Tax Revenues senior to the lien of the Bonds are authorized to be issued under the Fiscal Agent Agreement.

Description of the Bonds

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the inside cover page hereof. The 2023 Bonds are being issued in the denomination of $5,000 or any integral multiple thereof.

Interest on the 2023 Bonds will be payable semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2024. The principal of the 2023 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023

Bonds. So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2023 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2023 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2023 Bonds. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Calculation and Payment of Interest. Interest on the 2023 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2023 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**"), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each 2023 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2023 Bond, interest is in default thereon, such 2023 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2023 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2023 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date on and after September 1, 2030 at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 2030 and March 1, 2031	103%
September 1, 2031 and March 1, 2032	102
September 1, 2032 and March 1, 2033	101
September 1, 2033 and any Interest Payment Date thereafter	100

Mandatory Redemption From Prepayments. The 2023 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as described below, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
March 1, 2024 through and including March 1, 2031	103%
September 1, 2031 and March 1, 2032	102
September 1, 2033 and March 1, 2033	101
September 1, 2033 and any Interest Payment Date thereafter	100

Prepayments will be allocated to the redemption of each series of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of each series. Such allocations shall be applied to redeem each series as nearly as practicable on a pro rata basis among maturities of each respective series, in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of one or more series so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

In connection with receipt of a Prepayment, the City may release from the Reserve Fund an amount corresponding to the applicable credit to be received based on the principal amount of each series prepaid, as determined by the City, provided that the release shall not cause the amount in the Reserve Fund to be less than the then applicable Reserve Requirement. See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2023 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

* Preliminary, subject to change.

Mandatory Sinking Fund Redemption. The Term 2023 Bonds maturing September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2023 Bonds Due September 1, 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term 2023 Bonds Due September 1, 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term 2023 Bonds Due September 1, 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The amounts in the foregoing tables will be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or

to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2023 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2023 Bond to be redeemed or will state that all 2023 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, will state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and will require that such 2023 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2023 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2023 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2023 Bonds of any maturity, the City will select the 2023 Bonds to be redeemed, from all 2023 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2023 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023 Bonds so called for redemption are deposited in the Bond Fund, such 2023 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2023 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2023 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2023 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2023 Bond or 2023 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2023 Bond or 2023 Bonds, for a like aggregate principal amount of 2023 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2023 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2023 Bonds for redemption or (ii) with respect to a 2023 Bond after such 2023 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds are payable from and secured by the "**Special Tax Revenues**," which means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the Priority Administrative Expense and administration charge of the County, and not including any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. "**Special Taxes**" refers to "Special Tax A" levied for facilities in Improvement Area A pursuant to the Special Tax Formula, and not the additional Special Tax B, which is levied for services within Improvement Area A.

All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, moneys in a Reserve Fund are pledged to secure the repayment of the Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in Improvement Area A will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula initially administered by Willdan Financial Services, Temecula, California (the "**CFD Administrator**," as defined in the Special Tax Formula) and set forth in APPENDIX A hereto for all taxable properties in Improvement Area A. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within Improvement Area A, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See "– Special Tax Methodology" below and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The amount of Special Taxes that the City may levy in Improvement Area A in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area A, which is set forth in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Special Tax Requirement

for Facilities (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within Improvement Area A according to the rate and methodology set forth in the Special Tax Formula. See "– Special Tax Methodology" below. See also "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City may levy the Special Tax up to the amount of the "Maximum Special Tax A" set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the "Special Tax Requirement for Facilities" (as defined below). Notwithstanding the aforementioned, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district (or improvement area therein, as applicable) by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See "SPECIAL RISK FACTORS – Tax Delinquencies" herein. Because each Special Tax levy is limited to the Maximum Special Tax A and by the Act, as described, no assurance can be given that, in the event of delinquencies, the amount of the Special Tax A collected will be sufficient to pay debt service on the Bonds. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax Formula sets forth the rate and method of apportionment of the Special Taxes securing the Bonds. Both a "Special Tax A" and a "Special Tax B" are levied under the Special Tax Formula; however, only "Special Tax A" is pledged to the repayment of the Bonds. Capitalized Terms used but not defined in this section are defined in the Special Tax Formula. See APPENDIX A.

Land Use Classification. For each Fiscal Year, each Assessor's Parcel within Improvement Area A shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall be assigned to one of three Zones based upon its geographic location and shall further be classified as Developed Property, Undeveloped Property or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with the Special Tax Formula. Furthermore, each Assessor's Parcel of Developed Property shall be classified as Residential Property, Apartment Property, or Non-Residential Property. Residential Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

As used in the Special Tax Formula, "**Zone(s)**" means Zone 1, 2, and 3 as identified in the Special Tax Formula. "**Zone 1**" is designated as residential property, "**Zone 2**" is designated as non-residential property and "**Zone 3**" is designated as apartment property. All parcels subject to the Special Tax in Improvement Area A are in Zone 1.

Special Tax Rates. Pursuant to the Special Tax Formula, each Fiscal Year, each Assessor's Parcel of Developed Property within Improvement Area A shall be subject to an "Assigned Special Tax A" and an "Assigned Special Tax B." The Assigned Special Tax A rate applicable to each Land Use Type of Developed Property for Fiscal Year 2024-25 is set forth in the following table:

Assigned Special Tax A Rates - Zone 1, 2, and 3
Fiscal Year 2024-25[(1)]

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax A	
1	Residential Property	<1,750	$2,505.71	per Residential Unit
2	Residential Property	1,750 - 1,950	2,900.99	per Residential Unit
3	Residential Property	1,951 - 2,150	3,074.42	per Residential Unit
4	Residential Property	2,151 - 2,350	3,268.12	per Residential Unit
5	Residential Property	2,351 - 2,550	3,773.77	per Residential Unit
6	Residential Property	2,551 - 2,750	3,942.69	per Residential Unit
7	Residential Property	2,751 - 2,950	4,250.14	per Residential Unit
8	Residential Property	2,951 - 3,150	4,462.98	per Residential Unit
9	Residential Property	>3,150	4,675.83	per Residential Unit
10	Apartment Property	NA	13,084.88	per Acre
11	Non-Residential Property	NA	13,084.88	per Acre

(1) Under the RMA the Special Tax for each Assessor's Parcel classified as Taxable Property escalates by 2% of the Assigned Special Tax A amount calculated in the prior Fiscal Year.

Backup Special Tax A for Developed Property. When a Final Map or a condominium plan is recorded, the Backup Special Tax A for Assessor's Parcels of Developed Property classified as Residential Property shall be determined as set forth in the Special Tax Formula. For each Assessor's Parcel of Developed Property classified as Non-Residential Property or for each Assessor's Parcel of Undeveloped Property to be classified as Non-Residential Property within the Final Map area, Backup Special Tax A for Fiscal Year 2024-25 shall be determined by multiplying $35,986.52 by the total Acreage of any such Assessor's Parcel in Zone 1 and by multiplying $13,772.97 total Acreage of any such Assessor's Parcel in Zone 2. A backup tax is not applicable to land in Zone 3, which was originally planned for apartments, a non-taxable land use. Notwithstanding the foregoing, if Assessor's Parcels of Residential Property, Non-Residential Property or Undeveloped Property for which the Backup Special Tax A has been determined are subsequently changed or modified by recordation of a new or amended Final Map, then Backup Special Tax A within Zone 1 and Zone 2 applicable to such Assessor's Parcels shall be recalculated to equal the total amount of Backup Special Tax A that would have been generated if such change did not take place.

On each July 1, the Backup Special Tax A applicable to each Assessor's Parcel of Taxable Property is increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Maximum Special Tax for Developed Property. The Maximum Special Tax A for each Assessor's Parcel classified as Developed Property shall be the amount determined by the greater of (i) the application of the Assigned Special Tax A or (ii) the application of the Backup Special Tax A, if applicable.

Maximum Special Tax for Provisional Property and Undeveloped Property. The Maximum Special Tax A for any Assessor's Parcel of Provisional Property and Undeveloped Property commencing in Fiscal Year 2024-25 shall be $35,987 per Acre for Zone 1, $13,773 per Acre for Zone 2, and $0 per Acre for Zone 3 as set forth in the Special Tax Formula. On each July

1, commencing July 1, 2019, the Maximum Special Tax A for Provisional Property and Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Multiple Land Use Classes. In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on an Assessor's Parcel shall only be levied on the Residential Property Land Use Class located on that Assessor's Parcel. This would only apply to an Assessor's Parcel with both apartments and commercial uses, because each for-sale residential unit would be a separate Assessor's Parcel.

Determination of Special Tax Requirement for Facilities. Each year, the City will determine the Special Tax Requirement for Facilities for the upcoming Fiscal Year. The "**Special Tax Requirement for Facilities**" means that amount required in any Fiscal Year for Improvement Area A to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses associated with Special Tax A; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided inclusion of such amount does not cause an increase in the Special Tax A to be levied on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Tax A amounts as determined by the CFD Administrator; less (vii) a credit for funds available to reduce the Annual Special Tax A levy, as determined by the CFD Administrator pursuant to the Indenture.

Method of Apportionment. For each Fiscal Year, commencing Fiscal Year 2019-20, the CFD Administrator shall levy the Special Tax A on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax A to satisfy the Special Tax Requirement for Facilities;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after Step 1 has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the Special Tax A amount determined in Step 1 shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax A for Developed Property.

Step 4: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special A Tax for Provisional Property.

Notwithstanding the above, under no circumstances will the Special Tax A levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within Improvement Area A by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may prepay some or all of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula described in Section 8 of the Special Tax Formula set forth in APPENDIX A. No Special Tax prepayment is allowed unless the aggregate amount of Maximum Special Tax A less the Administrative Expense Requirement that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year

Term of Special Tax. Special Tax A shall be levied as long as necessary to meet the Special Tax Requirement for Facilities for a period not to exceed 40 Fiscal Years commencing with Fiscal Year 2019-20.

The foregoing summary of the Special Tax Formula is qualified in its entirety by reference to the complete text of the Special Tax Formula, which is attached to this Official Statement as APPENDIX A.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of Improvement Area A, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Special Tax Formula.

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within Improvement Area A required for the payment of principal of and interest on any outstanding Bonds of Improvement Area A becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the maximum special tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area A, and the City anticipates using such mechanism.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, the City shall transfer from the Special Tax Fund to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such

that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; and (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for Improvement Area A) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before August 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area A in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area A for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area A in such Fiscal Year, but that property owned by any single property owner in Improvement Area A is delinquent by more than $7,500 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area A is delinquent cumulatively by more than $3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area A), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner described above against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the 2023 Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement on a parity basis with the 2020 Bonds; however, if delinquencies in the

payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within Improvement Area A subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the maximum special tax rates and to the limitation described under the caption "–Special Tax Methodology" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Overlapping Liens and Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.5 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Parity Reserve Fund

In connection with the issuance of the 2020 Bonds, a Reserve Fund (the "**Reserve Fund**") was established by the Fiscal Agent under the Fiscal Agent Agreement in the amount of the Reserve Requirement (defined herein). The initial Reserve Requirement was increased upon issuance of the 2022 Bonds and a portion of the proceeds of the 2023 Bonds will be used to increase the amount deposited in the Reserve Fund to the Reserve Requirement as calculated with respect to the aggregate amount of Bonds outstanding. If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the Bonds, or supplement the Reserve Fund, except to the extent Special Tax Revenues are available for such purpose.

As used in the Fiscal Agent Agreement, "**Reserve Requirement**" means, with respect to the Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the Bonds; (ii) Maximum Annual Debt Service with respect to the Bonds; and (iii) 10% of the original principal amount of the Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement shall not increase except upon the date of issuance of Additional Bonds;

(b) in no event shall the City be obligated to deposit an amount in the Reserve Fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

"***Qualified Reserve Fund Credit Instrument***" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the Reserve Requirement for the Bonds, the Fiscal Agent shall provide written notice to the Finance Director of the amount of the excess. The Finance Director shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent

Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on Outstanding Bonds in accordance with the Fiscal Agent Agreement.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See “THE IMPROVEMENTS.”

Additional Bonds

The 2023 Bonds represent the third series of bonds issued pursuant to the $40,000,000 authorization. Supplemental Agreement No. 2 to Fiscal Agent Agreement provides that no additional bonds are permitted under the Fiscal Agent Agreement, except that the City may in the future issue bonds secured on parity with the then outstanding Bonds for refunding purposes. Nothing in the Fiscal Agent Agreement prohibits issuance of bonds or other obligations secured on a subordinate basis to the Bonds.

DEBT SERVICE SCHEDULES

The annual debt service on the 2023 Bonds, based on the interest rates and maturity schedule set forth on the inside cover of this Official Statement and assuming no early redemptions, is set forth below, along with the aggregate debt service of the Bonds.

City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Special Tax Bonds Debt Service Schedule

Year Ending (Sept. 1)	2020 & 2022 Bonds Principal and Interest	2023 Bonds Principal	2023 Bonds Interest	2023 Bonds Total	2020, 2022 & 2023 Bonds Total
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
Totals					

Source: Underwriter.

The estimated debt service coverage provided by the Assigned Special Tax A that is authorized to be levied in Improvement Area A is set forth below.

City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Special Tax Bonds, Series 2023
Assigned Special Tax A and Bond Debt Service Coverage

Year[(1)]	Assigned Special Tax A From Lots With Building Permits[(2)]	Series 2020 & 2022 Bonds Debt Service	Series 2023 Bonds Debt Service*	Priority Administrative Expense	Total Debt Service Coverage*
2024	$1,823,149	$1,603,213	$0	$37,142	111.40%
2025	2,217,503	1,635,813	308,713	37,885	112.09
2026	2,261,853	1,666,813	308,713	38,643	112.54
2027	2,307,090	1,704,363	308,713	39,416	112.65
2028	2,353,232	1,734,613	308,713	40,204	113.20
2029	2,400,296	1,772,763	308,713	41,008	113.35
2030	2,448,302	1,808,363	308,713	41,828	113.67
2031	2,497,268	1,841,413	308,713	42,665	114.16
2032	2,547,214	1,876,913	318,713	43,518	114.03
2033	2,598,158	1,914,613	328,213	44,388	113.86
2034	2,650,121	1,954,263	332,213	45,276	113.92
2035	2,703,124	1,995,663	335,963	46,182	113.95
2036	2,757,186	2,035,638	344,463	47,105	113.86
2037	2,812,330	2,077,300	347,463	48,047	114.00
2038	2,868,576	2,115,400	360,213	49,008	113.89
2039	2,925,948	2,159,938	367,213	49,989	113.80
2040	2,984,467	2,200,500	373,538	50,988	113.96
2041	3,044,156	2,249,000	379,338	52,008	113.84
2042	3,105,039	2,291,400	389,613	53,048	113.84
2043	3,167,140	2,335,000	399,100	54,109	113.86
2044	3,230,483	2,384,600	402,800	55,191	113.92
2045	3,295,092	2,429,800	410,650	56,295	114.02
2046	3,360,994	2,480,600	417,675	57,421	113.98
2047	3,428,214	2,531,600	423,875	58,570	114.01
2048	3,496,778	2,582,600	434,250	59,741	113.93
2049	3,566,714	2,633,400	443,525	60,936	113.94
2050	3,638,048	2,683,800	456,700	62,155	113.86
2051	3,710,809	2,738,600	463,500	63,398	113.91
2052	3,785,025	2,792,400	474,200	64,666	113.89
2053	3,860,726	0	3,328,525	65,959	114.01

** Preliminary, subject to change.*

Note: Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.

(1) Special Taxes collected in each Fiscal Year are used to pay debt service on the Bonds for the corresponding Bond Year. Capitalized interest of $245,255* applied for Bond Year 2024.

(2) 2024 revenues correspond with actual FY 2023-24 special tax levy.

Source: Willdan Financial Services.

THE HARVEST AT LIMONEIRA DEVELOPMENT

The Developer has provided the following information with respect to the Limoneira Development. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed as projected in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the Development Agreement described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

The Bonds are secured only by parcels within Improvement Area A, which is a portion of the Limoneira Development.

Background

The Limoneira Development consists of approximately 498 gross acres, of which approximately 201 gross acres are within Improvement Area A, approximately 227 gross acres are within Improvement Area B, and the remainder, approximately 70 gross acres, are within Improvement Area C. Land subject to the Special Tax securing the Bonds is only within Improvement Area A.

Initial Approvals. The Limoneira Development constitutes nearly all of the 501-acre area commonly referred to as "East Area 1" in the City, exclusive of a 3-acre site known as "the Packinghouse." On February 26, 2008, the City Council certified a Final Environmental Impact Report for the East Area 1in accordance with the California Environmental Quality Act. On March 3, 2008, the City approved the East Area 1 Specific Plan SP-3 (the "**Specific Plan**"). In addition, in March 2008, the Developer's predecessor-in-interest and the City entered into a Pre-Annexation and Development Agreement for the East Area 1. Following a special election held in June 2008, the City Council adopted Resolution No. 6508 on July 7, 2008, finding that voters adopted Measure G, which amended certain provisions of the City's General Plan. The various approvals permitted the Developer to develop a mixed-use community of up to 1,500 total residential units and an estimated 810,800 square feet of office, retail, light industrial and civic facilities.

In March 2014, the Developer filed an application with the City to amend the Specific Plan to change certain land uses, as described in more detail below. Before considering the proposed Specific Plan amendment, the City prepared and certified a Supplemental Environmental Impact Report in accordance with CEQA. On February 26, 2015, the City and the Developer entered into a First Amended and Restated Development Agreement (the "**Development Agreement**") to amend and update the Pre-Annexation Agreement to incorporate changes to project approvals and changes in surrounding circumstances.

Development Agreement. The Development Agreement provides for the construction of up to 1,500 total residential units, an estimated 240,000 square feet of office, retail, light industrial and assisted living facilities, approximately 19 acres for educational and other civic facilities, and approximately 223 acres of undeveloped land, including open space and agricultural preserves, parks and greenways. The Development Agreement has a 25-year term, which is scheduled to expire in February 2040. For more information on the Development Agreement, see "– Required Public Improvements" below. The land in the Limoneira Development originally included two school sites, including Lot C, a designated elementary school site of approximately 10.54 acres in Improvement Area A. The Santa Paula Elementary School District has chosen not to acquire Lot C

and it has now been final mapped and entitled for 121 residential units. Improvement Area A also includes an approximately 17.72 acre area owned by Limoneira Company that was originally planned for commercial development but which is now expected to be developed as apartments, a use not subject to the Special Tax.

Proposed Land Uses

The Limoneira Development is planned for residential, commercial and park uses, as shown in the following table. Construction is ongoing in Improvement Area A; Improvement Area B and C are undeveloped.

Tract	Lot/Parcel	APN	Acreage [1]	Land Use
Improvement Area A				
5854	1	107-0-230-035	6.32	Commercial - Uses TBD[3]
5854	2	107-0-230-045	7.58	Commercial - Uses TBD[3]
5854	3	107-0-230-065	2.79	Commercial - Uses TBD[3]
5854	A	107-0-230-055	1.03	Commercial - Uses TBD[3]
5854	6	107-0-230-155	6.38	Neighborhood Res - VTTM 5990 - 4 Condo Lots (68 Units)
5854	7	107-0-230-135	9.40	Neighborhood Res - VTTM 5991 - 4 Condo Lots (76 Units)
5854	8	107-0-230-185	2.71	Clubhouse and Recreation Center (The Farmhouse)
5854	12	107-0-230-125	11.74	Neighborhood Residential - VTTM 5989 - 78 SFD Lots
5854	B	107-0-230-205	1.81	Private Park
5854	C	107-0-230-195	10.54	Neighborhood Residential 121 Condo Units[2]
5854	C-1	107-0-230-215	7.92	Proposed High School Site [4]
5854	D portion	107-0-220-045	7.53	Private Park/Drainage Facilities
5854	D portion	107-0-230-095	21.43	Private Park/Drainage Facilities
5854	F	107-0-230-225	35.76	Public Park
5854	G-1	107-0-230-025	0.90	Private Park
5854	H	107-0-230-075	0.22	Private Park
5985	1-4	Subdivided	19.37	Neighborhood Residential - Up to 184 Condo Units
5986	1-3	Subdivided	6.13	Neighborhood Residential - 48 Condo Units
5987	1-61	Subdivided	8.37	Neighborhood Residential - 61 SFD Lots
5988	1-55	Subdivided	8.87	Neighborhood Residential - 55 SFD Lots
5992	1	Subdivided	1.88	Neighborhood Residential - 16 Condo Units
		Sub-total (IA A)	**178.68**	
Improvement Area B				
5854	9	107-0-220-055	50.88	Neighborhood Residential
5854	10	107-0-220-065	36.48	Neighborhood Residential
5854	E	107-0-220-035	138.14	Open Space
		Sub-total (IA B)	**225.50**	
Improvement Area C				
5854	11	107-0-220-025	50.49	Neighborhood Residential
5854	G portion	107-0-220-015	10.31	Private Park
5854	G portion	107-0-230-015	8.68	Private Park
		Sub-total (IA C)	**69.48**	
		Total[1]	**473.66**	

(1) This total represents the net acreage in Improvement Area A and gross acreage in Improvement Areas B and C.
(2) Lot C was originally proposed as an elementary school but is now entitled for 121 condominium units, bringing the originally planned 586 homes in Improvement Area A to a total of 707.
(3) Limoneira Company has obtained approval for change to residential development as apartments, which is not subject to the Special Tax.
(4) Because the High School Site is not located within a tax zone, it is not currently subject to the Special Tax.

The Limoneira Development is divided into multiple development phases and three improvement areas within the District: Improvement Area A, Improvement Area B, and Improvement Area C, as shown in the table above. Lots sales and homebuilding is expected to proceed to Improvement Area B as Improvement Area A sells out, followed by Improvement Area C as Improvement Area B sells out. As of October 2023, the final 121 single family home lots in Improvement Area A have final map status and will be developed by Lennar Homes and Richmond American, as described under the caption "THE DISTRICT AND IMPROVEMENT AREA A" below. Improvement Areas B and C have approved tentative maps for 554 single family home lots and 250 single family home lots respectively, with the Developer expecting initial final maps for Improvement Area B to be approved by the City in the third quarter of 2024 and lot sales to merchant builders to begin by the end of 2024. Only the property in Improvement Area A is subject to the Special Tax that secures payment on the Bonds.

The Developer's sale and marketing plan for all Improvement Areas is to install backbone infrastructure improvements and sell lots to merchant builders as finished or partially finished lots. Construction of in-tract improvements is the responsibility of the merchant builder. Infrastructure improvements to be constructed by the Developer for development in Phase 1 (Improvement Area A) of the Limoneira Development are complete.

Required Public Improvements

General. Various public improvements (sometimes referred to as "backbone infrastructure") are required for the development of land in the Limoneira Development. Some of these improvements are shared among the three phases of the development, while others are required only for a single phase. These improvements are divided into the following categories: (1) parks and open space, (2) water system improvements, (3) traffic improvements, (4) storm drain/detention basin improvements, (5) education and civic facilities, (6) public safety facilities, (7) non-potable water improvements, and (8) wastewater treatment contribution amount.

The following table shows the estimated development costs (as of September 10, 2023) for the improvements required for the Limoneira Development, including Phase 1, as well as the estimated amount spent as of that date by the Developer.

ESTIMATED PROJECT COSTS
As of September 10, 2023

Improvements	Budget	Spent	Unspent	Percent Complete[1]
Demo/Clearing/Grading/SWPPP				
Backbone Streets & Utilities				
Street Landscaping				
Hallock & Telegraph Intersection				
3MG Water Tank				
Municipal Well No. 6				
Municipal Well No. 7				
Sewer Lift Station/Offsite Sewer				
Basin/Parallel Channel Improvements				
Backbone Dry Utilities				
Neighborhood Streets & Utilities				
Parks				
Rec Area				
Railroad Improvements				
Hallock & SR 126 Widening[2]				
Santa Paula Creek Bridge				
Santa Paula Sports Park - Phase 1				
Soils Remediation				
Totals				

(1) Based on funds spent as of September 10, 2023 as a percentage of the budgeted cost.
(2) Required prior to the 750th occupancy.

Completed Project Amenities

The Developer has completed the following amenities within the Limoneira Development:

- Harvest Park – 2-acre passive use park.
- McKevett Park – 5.5 acre passive use park with soccer fields and a restroom building.
- The Farmhouse – 2.74-acre resort style recreation facility with an approximately 7,184 square foot clubhouse, including a fitness center, education center, business center, kitchen and multipurpose room; a junior olympic pool, wading pool and spa; a tot lot; bocce ball courts; dog park; community gardens; firepit; barbecues, and citrus orchards.
- Haun Creek Neighborhood Park – 1.5 acre neighborhood park with a tot lot and basketball court.
- Haun Creek Linear Greenway – Trail along Haun Creek that connects to the trail system in future phases and will connect to the open space preserve with hiking and biking trails.
- Haun Creek Neighborhood Paseos – 4 greenways connecting the neighborhood to the trail system and community amenities, which are scheduled to be completed in phases as the neighborhoods develop.
- Santa Paula Creek Sports Park – 37-acre regional park that includes 20 acres of active sports use, including soccer fields, softball fields, basketball courts, tennis courts, and a fitness course, an open amphitheater, picnic areas with barbecues, restroom buildings and open space.
-

Acquisition Agreement

In connection with the formation of the District and the contemplated issuance of special tax bonds, the City and the Developer entered into a Funding, Construction and Acquisition Agreement, dated as of March 1, 2017 (the "**Acquisition Agreement**"). Pursuant to the Acquisition Agreement, the City will purchase certain public capital improvements and finance certain development impact fees for the construction of public capital improvements (together, the "**Authorized Improvements**") from the Developer, but solely from the net proceeds of bonds issued for the District, certain investment earnings thereon and special taxes collected within each Improvement Area of the District that are available for Authorized Improvements.

When the Developer has completed an Authorized Improvement, it may submit a payment requisition to the City requesting payment of its cost incurred for such Authorized Improvement. The City will determine if the Authorized Improvement thereof has been completed to City standards and whether all required documentation, such as proper conveyance of title (where that is required), lien releases, title insurance, etc. has been submitted. If the City so determines, the City will review the payment requisition, and may request additional information to substantiate the requisition, and may disallow portions not properly substantiated. To the extent the payment requisition is approved by the City, the City will submit a disbursement request form to the Fiscal Agent, requesting the Fiscal Agent to make payment for the approved costs to the extent funds are available from the proceeds of special tax bonds and/or surplus special taxes.

The net proceeds of the Bonds, certain investment earnings thereon and the Special Tax are expected to be sufficient to fund a portion, but not all, of the Authorized Improvements. The Developer anticipates that bond proceeds from the property in future phases of the Project, revenues from land sales, and Developer's equity will be used to fund some or all of the remaining portion of the Authorized Improvements.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes, also described herein as the Surplus Special Taxes. The Surplus Special Taxes will provide funding for a portion of the cost of the Authorized Improvements. As set forth in the Acquisition Agreement, the City agrees to levy the Special Taxes on Developed Property at the maximum authorized special tax rates and will not reduce the maximum authorized rates prior to payment of all approved Payment Requests and acceptance of all Public Facilities (as such terms are defined in the Acquisition Agreement).

THE DISTRICT AND IMPROVEMENT AREA A

Formation of the District

As described above, the City Council formed the District under the provisions of the Act and Resolution No. 7013 of the City Council adopted on November 21, 2016; and within the District, has designated three improvement areas, being Improvement Area A, Improvement Area B and Improvement Area C. Improvement Area A is eligible to finance certain public improvements required for the development of the Project, and has a bonded indebtedness limit of $40,000,000.

Location and Description of Improvement Area A and the Immediate Area

The land in Improvement Area A is currently zoned East Area 1 Specific Plan (EA1SP) and includes land uses designated Hallock Center (HC); Neighborhood (N) and West Center Overlay (WCO). The residential development is located within the Haun Creek Neighborhood of the EA1SP and is currently entitled for 707 single-family residential units ranging from 6-pack cluster lots to traditional 4,500 square foot lots. Improvement Area A also includes parcels totaling 17.72 acres that were originally planned for commercial development but which has been rezoned for apartments, which is a land use not subject to the Special Tax.

Beginning in 2019, the initial 586 residential lots within Improvement Area A were sold to four merchant builders for home construction: Lennar Homes of California, LLC, a California limited liability company, as successor by conversion to Lennar Homes of California, Inc., a California corporation ("**Lennar Homes**"), K. Hovnanian Communities, Inc., a California corporation ("**K. Hovnanian**"), Richmond American Homes of Maryland, Inc., a Maryland corporation ("**Richmond American**"), and KB HOME Greater Los Angeles Inc., a California corporation ("**KB**") (collectively, the "**Merchant Builders**"). All of the 586 lots have been developed with single family homes now owned by individual homeowners.

An originally planned school site was not needed by the Santa Paula Elementary School District and was rezoned to become the subject of an approved final map for an additional 121 homes, bringing the originally planned 586 homes in Improvement Area A to the current total of 707. Of those 121 additional home sites, which are now in semi-finished lot condition, 50 were sold in October 2023 to Lennar Homes as a continuation of its Lavender development in Improvement Area A and the remaining 71 were sold in October 2023 to Richmond American as continuation of its Willow development.

Zoning. The land in Improvement Area A is zoned residential and commercial uses per the East Area 1 Specific Plan SP-3.

Seismic Area. The District is located within Earthquake Zone 4, which is described as the highest risk zone in California. This zone designation covers most of the Ventura, Los Angeles and Orange county areas. The Developer reports that the District is not located within an Alquist-Priolo special study zone and there are no special seismic requirements specific to the Limoneira Develoment.

Flood Zone Status. The Federal Emergency Management Agency ("**FEMA**") uses the most accurate flood hazard information available and applies rigorous standards in developing Flood Insurance Rate Maps ("**FIRMs**"). However, because of limitations of scale or topographic definition of the source maps used to prepare a FIRM, small areas may be inadvertently shown within a Special Flood Hazard Area ("**SFHA**") even though the property is on natural ground and is at or above the elevation of the one-percent-annual-chance flood. This elevation is most commonly referred to as the Base Flood Elevation ("**BFE**"). Such cases are referred to as "inadvertent inclusions." For other small areas, earthen fill may have been placed during construction, thereby elevating a small area within the SFHA to an elevation that is at or above the BFE. This construction may have taken place during the time the engineering study was being performed or subsequent to that study. Because of the limited extent of the elevated area and the limitations of the map scale, it may not have been possible for FEMA to show this area as being outside the SFHA and so these areas have been incorrectly included in the SFHA on the FIRM.

Recognizing that these situations do occur, FEMA established administrative procedures to change the designation for these properties on the FIRM. These processes are referred to as the Letter of Map Amendment ("**LOMA**") process and the Letter of Map Revision-Based on Fill ("**LOMR-F**") process. Through these processes, an individual who owns, rents or leases property may submit certain mapping and survey information to FEMA and request that FEMA issue a document that officially removes a property and/or structure from the SFHA. In most cases, the applicant will need to hire a Licensed Land Surveyor or Registered Professional Engineer to prepare an Elevation Certificate for the property.

Of the 586 original lots under development in Improvement Area A, 413 units are not within FEMA flood zones, and 173 units are within either Flood Zone X (areas outside the 0.2-percent-annual-chance floodplain) or Zone A (areas subject to inundation by the 1-percent-annual-chance flood event). All of the 173 units were developed with slab elevations above the Flood Zones elevation and qualified for a LOMR-F issued by FEMA stating that they have been removed from the flood plain based on fill.

The 121 homes to be built in Lot C (the former school site) are approved for construction and occupancy, however flood insurance will be required until their LOMR-F status is converted to a LOMA, which is a process the Developer has underway and expects to occur by summer 2024, at which point flood insurance can be removed. Until then, flood insurance is required and the Developer expects that, consistent with prior phases of development in Improvement Area A, the home developer will assist the home buyers with the cost thereof.

Maps. The following pages contain a boundary map of Improvement Area A, an overview map of Improvement Area A and the remainder of the District, and an aerial overview map of the ongoing development within Improvement Area A as of September 2023.

[Reserved for boundary map]

[Reserved for Aerial Overview Map]

Improvement Area A Units Completed and Projected

The Developer currently projects construction of approximately 707 single family detached and condominium units by merchant builders in Improvement Area A, as shown in the following table. As of the September 10, 2023 valuation date in the Appraisal, 586 homes had been conveyed to individual homeowners.

Owner	Neighborhood Name	Number of Units[2]
Merchant Builders – Newly Acquired [1]		
Lennar Homes	Lavender	50
Richmond American	Willow	71
Sub-Total		121
Merchant Builders – Sold Out Projects		
Lennar Homes	Vinelands	48
Lennar Homes	Vinelands	16
Lennar Homes	Orchard Heights	55
KB HOME Greater Los Angeles Inc.	Wildflower	61
K. Hovnanian	Sage	30
K. Hovnanian	Sage	34
Richmond American	Beechtree	78
Lennar Homes	Vineland II	76
Lennar Homes	Lavender	68
K. Hovnanian	Sage II	60
Richmond American	Willow	60
Sub-Total (Individually Owned)		586
Total		**707**

(1) These lots comprise the former school site rezoned for 121 condominiums purchase by Lennar Homes and Richmond American in October 2023.
(2) Excludes 17.72 acres projected to be developed as apartments, which is not subject to the Special Tax.
Source: The Developer.

Completed Neighborhoods

Initial lot sales to the Merchant Builders commenced in 2019. Neighborhood currently sold out comprise the 586 homes now owned by individuals are described as follows.

KB - Wildflower (Sold out). The Wildflower neighborhood was developed by KB into 61 single-family residential units across a single product line with two floor plans. The neighborhood opened for sales in June 2019, and sold out of all homes by October 2020.

Lennar Homes - Orchard Heights (Sold out). The Orchard Heights neighborhood was developed by Lennar Homes into 55 single-family residential units in a single product line with 3 floor plans. The neighborhood opened for sales in June 2019, and sold out of all homes by November 2020.

Lennar Homes - Vinelands (Sold out). Lennar Homes developed the Vinelands neighborhood into 64 single-family residential units across a single product line with 4 floor plans ranging in size from approximately 1,860-2,189 square feet. The neighborhood opened for sales in June 2019, and sold out in April 2021.

Lennar Homes – Lavender (Sold out). Lennar Homes developed the Lavender neighborhood into 68 single-family residential units across a single product line with 4 floor plans ranging in size from approximately 2,213 to 2,452 square feet. The neighborhood opened for sales in _____, and sold out in _____ 2022.

Lennar Homes – Vinelands Extension (Sold out). Lennar Homes developed an extension of the Vinelands neighborhood into 76 single-family residential units across the same a single product line and 4 floor plans as the original Vinelands neighborhood. The neighborhood opened for sales in March 2021, and sold out in late 2022.

K. Hovnanian - Sage (Sold out). K. Hovnanian developed the Sage neighborhood into 124 single-family residential units across a single product line with 3 floor plans ranging in size from approximately 1,671 to 1,870. The Sage neighborhood opened for sales in February 2020 and reached final build-out in early 2023.

***Richmond American* – Beechtree *(Sold out)*.** Richmond American developed the Beechtree neighborhood into 78 single-family residential units across a single product line with 3 floor plans ranging in size from approximately 1,932 to 1,954 square feet. The Beechtree neighborhood opened for sales in August 2020, and sold out by summer 2022.

***Richmond American* – Willow *(Sold out)*.** Richmond American developed the Willow neighborhood into 60 single-family residential units across a single product line with 4 floor plans ranging in size from approximately 1,651 to 1,970 square feet. The Willow neighborhood opened for sales in October 2021, and sold out by summer 2023.

Development of Final 121 Lots

The Developer is the master developer entity for the Limoneira Development, and is not a homebuilder. As of the September 10, 2023 date of the Appraisal, the Developer owned 121 lots in Improvement Area A, comprising Lot C of Final Map No. 5854, which was originally planned as an elementary school site and was no longer needed by the Santa Paula Elementary School District, resulting in rezoning and final map approval for 121 condominiums, bringing the originally planned

586 home sites in Improvement Area A to a current total of 707. Of these 121 additional home sites, in October 2023 the Developer sold 50 of the lots to Lennar Homes as a continuation of its Lavender project, and sold 71 of the lots to Richmond American as a continuation of its Willows project. The Developer does not currently own any parcels in Improvement Area A subject to the Special Tax.

Lennar Homes - Lavender. In October 2023 Lennar Homes purchased 50 semi-finished lots in Improvement Area A as a continuation of its Lavender neighborhood. [[Is the purhcase via a land bank—if so…AG Essential Housing CA 2, L.P., a Delaware limited partnership ("**AGEH**"), purchased the 50 lots Lennar Homes. On the same date, AGEH and Lennar Homes entered into an Option Agreement (the "**Option Agreement**") regarding the 50 lots, whereby Lennar Homes has the option (but not the obligation) to purchase finished lots in the Lavender neighborhood from AGEH pursuant to a takedown schedule.

***Richmond American* – Willow.** In October 2023 Richmond American purchased 71 finished lots in Improvement Area A as a continuation of its Willows neighborhood. The previous and now sold out phase of the Willow neighborhood opened for sales in October 2021 and comprised 60 single-family residential units across a single product line with 4 floor plans.

Merchant Builders Financing Plan

Lennar Homes Financing Plan. To date, Lennar Homes has financed its site development, and home construction costs related to its respective neighborhoods in Improvement Area A through internally generated funds and home sales revenues, and expects to continue doing so.

In connection with the purchase of property from the Developer, Lennar Homes and the Developer entered into a payment and participation agreement ("**PAPA**") whereby the Developer participates in Lennar Homes' builder profits. The PAPA is secured by a deed of trust on all of the property owned by Lennar Homes, which is released as homes are sold.

Although Lennar Homes expects to have sufficient funds available to complete its development activities in Improvement Area A, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Lennar Homes when needed. Any contributions by Lennar Homes or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Lennar Homes and other financing by Lennar Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Lennar Homes in Improvement Area A and the remaining portions of the development may not be developed.

Richmond American Financing Plan. To date, Richmond American has financed its site development, and home construction costs related to its respective neighborhoods in Improvement Area A through internally generated funds (which may include home sales revenues). Richmond American intends to use internal sources (which may include home sales revenue) to fund the remaining home construction costs and carrying costs related to the development of its properties within Improvement Area A. However, home sales revenue from Richmond American's projects in Improvement Area A are not segregated and set aside for completing its development within Improvement Area No. A.

For the final phase of the Willow neighborhood, Richmond American reports that it has funds available to be expended on on-site development costs, permit and impact fees, direct and indirect

home construction costs, and marketing and sales costs (exclusive of internal financing repayment, corporate overhead, and other carrying costs), to complete its 71-home expansion of the Willow neighborhood.

OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area A. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment of the Special Tax directly from the owners of property within Improvement Area A, or the ability to control who becomes a subsequent owner of any property within Improvement Area A.

The City has not independently verified the information set forth in this section and assumes no responsibility for its accuracy or completeness. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

The Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Lennar Homes

Lennar Homes of California, LLC, referred to herein as Lennar Homes, is a California limited liability company and the successor by conversion to Lennar Homes of California, Inc., a California corporation. Lennar Homes is based in Irvine, California, and has been in the business of developing residential real estate communities in California since 1995.

Lennar Homes is wholly-owned by U.S. Home Corporation, a Delaware corporation ("**U.S. Home**"). U.S. Home is wholly-owned by Lennar Corporation. Lennar Corporation, founded in 1954 and publicly traded under the symbol "LEN" since 1971, is one of the nation's largest home builders, operating under a number of brand names, including Lennar Homes and U.S. Home. Lennar Homes primarily develops residential communities both within the Lennar family of builders and through consolidated and unconsolidated partnerships in which Lennar Homes maintains an interest.

Lennar Corporation is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such files can also be accessed over the internet at the SEC's website at www.sec.gov. *This internet address is included for reference only and the information on the internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.*

Copies of Lennar Corporation's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are available from Lennar Corporation's

website at *www.lennar.com*. *This internet address is included for reference only and the information on the internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.*

Richmond American

As previously defined herein, "Richmond American" is Richmond American Homes of Maryland, Inc., a Maryland corporation. Richmond American is a wholly-owned subsidiary of M.D.C. Holdings, Inc., a Delaware corporation ("**MDC**"). MDC is a publicly traded company whose common stock is listed on the New York Stock Exchange under the symbol "MDC." Richmond American and its predecessor entity have been building homes in California since 1986. Richmond American's Southern California division based in Irvine, California, is responsible for the development of Richmond American's projects in Improvement Area A.

MDC has two primary operations, homebuilding, and financial services. MDC's homebuilding operations consist of wholly-owned subsidiary companies that build and sell homes under the name "Richmond American Homes." MDC's financial services operations include subsidiary companies that provide mortgage financing, place title insurance and homeowner insurance for Richmond American's homebuyers, and provide general liability insurance for MDC subsidiaries and most of Richmond American's subcontractors.

MDC is subject to the informational reporting requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith is obligated to file reports, proxy statements, and other information, including financial statements, with the SEC. Such filings, including particularly MDC's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, as filed with the SEC on February 1, 2022, set forth, among other things, certain data relative to such consolidated results of operations and financial position of MDC and its subsidiaries as of such date. The SEC maintains an internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including MDC. The address of such internet web site is www.sec.gov. All documents subsequently filed by MDC pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of MDC's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are also available from MDC on MDC's website at www.mdcholdings.com.

The foregoing internet websites and references to filings with the SEC are included for reference only, and the information on such websites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Neither Richmond American nor MDC is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the 2023 Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City, the District or the Underwriter.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A

The Appraisal

General. Integra Realty Resources, Sacramento, California (the "**Appraiser**") prepared an appraisal report with a date of value of September 10, 2023 (the "**Appraisal**"). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of all of the taxable property in the boundary of Improvement Area A, including 540 homes owned by individual homeowners and valued based on their most recent County assessed valuation. As of the September 10, 2023 date of the Appraisal, the Developer owned 121 lots in Improvement Area A, comprising Lot C of Final Map No. 5854, however subsequent to the date of the Appraisal, the Developer sold 50 of the lots to Lennar Homes as a continuation of its Lavender project, and sold 71 of the lots to Richmond American as a continuation of its Willows project. The Developer does not currently own any parcels in Improvement Area A subject to the Special Tax.

In addition to the 556 homes owned by individual homeowners and valued based on their most recent County assessed valuation, an additional 30 lots were completed homes not yet reflected as such on the County roll, resulting in them being appraised based on a "not-less than" estimate of market value for each home equal to the value estimate of the smallest floor plan marketed within the respective development. For the 121 semi-finished lots sold by the Developer to Lennar and Richmond American in October 2023, the lots were valued based on Developer ownership.

As of the date of the Appraisal there were 691 County assessor parcels comprising 707 single family home lots in Improvement Area A- a single parcel in Improvement Area A contains 10 sold units and another single parcel in Improvement Area A contains 8 sold units. This is due to the County assessor's office having not yet (as of the date of the Appraisal) assigned new APNs for the 18 lots with recent home construction. All 18 lots are presently owned by individual homeowners.

Improvement Area A also includes approximately 17.72 acres formerly planned for commercial development owned by the Limoneira Company; however, Limoneira Company obtained approved rezoning for apartments, which is a land use not subject to the Special Tax. No Special Tax Revenues have been assumed from the property and the property is not included within the property appraised.

Value Estimates. The Appraisal provides an estimated "not-less than" value of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2023 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition, defined below) of all the land in Improvement Area A. The property appraised excludes property in Improvement Area A designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the September 10, 2023 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date is shown below. The Appraisal indicates that as a result of the analysis therein, it is the opinion of

the Appraiser that the aggregate, or cumulative, value, in accordance with the general and extraordinary assumptions, and limiting and hypothetical conditions, set forth in the attached document, as of September 10, 2023, are as follows:

Value by Ownership	No. of Parcels	Value Conclusion
Individual Homeowners – Assessed Value	540	$352,660,958
Individual Homeowners - Not Yet on Tax Roll[(1)]	30	20,380,000
Developer Lots - Appraised Value[(2)]	121	28,409,000
Total Aggregate (Cumulative) Value	**691**	**$401,449,958**

(1) Represents 30 homes that were sold to individual homeowners but not yet on County tax roll as completed homes, valued based on smallest floorplan

(2) 121 final mapped lots owned by the Developer as of the date of the Appraisal; those lots were acquired by Lennar Homes (50 lots) and Richmond American (71 lots) in October 2023.

Hypothetical Condition. *The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2023 Bonds are available to reimburse for infrastructure improvements completed.*

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See "APPENDIX B – THE APPRAISAL."

- The value estimates assume the completion of the public facilities to be financed by the 2023 Bonds. See "THE IMPROVEMENTS."

- The Appraisal relies on infrastructure and development cost estimates from the Developer, as well as presumed Special Taxes and 2023 Bond proceeds expected to be available. Accordingly, the value estimate is connected to such estimates of infrastructure and development costs, Special Taxes and 2023 Bond proceeds; any changes to these variables may necessarily affect the estimated value. The estimates of market value account for the impact of the lien of the Special Taxes securing the 2023 Bonds.

- The Appraiser has assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B – THE APPRAISAL" hereto for a description of certain assumptions made by the Appraiser. Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk by the Developer or the Merchant Builders could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area A; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2023 Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area A or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "–Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within Improvement Area A and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area A cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area A unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area A could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area A, impose additional taxes or assessment liens on the land within Improvement Area A. Property owners can also voluntarily add Property Assessed Clean Energy ("**PACE**") assessment liens on their property to finance energy efficiency improvements. The lien created on the land within Improvement Area A through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Merchant Builders or other merchant builder(s) purchasing lots from the Developer, or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area A, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios by Development Status. The following table sets forth appraised value, the estimated Fiscal Year 2024-25 Special Tax, allocable amount of 2020 Bonds, 2022 Bonds and 2023 Bonds, and average value to lien ratios by land use classification as set forth in the Special Tax Formula, based on the status of development in Improvement Area A as of September 10, 2023 (the Appraiser's date of value), and on assumptions detailed therein.

Table 1
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value to Lien Ratios – By Development Status as of September 10, 2023

Status[1] [2]	Buildout Units	Assessed/ Appraised Property Value[3]	Projected FY 2024-25 Special Tax A Levy[4]	Percentage of Estimated FY 2024-25 Special Tax A Levy[5]	2020, 2022 and 2023 Bonds Principal[5]*	Value-to-Lien Ratio*
Developed Residential	586	$373,040,958	$1,841,169	83.03%	$32,958,329	11.32:1
Undeveloped Residential	121	28,409,000	376,334	16.97	6,736,671	4.22:1
Totals	**707**	**$401,449,958**	**$2,217,503**	**100.00%**	**$39,695,000**	**10.11:1**

** Preliminary, subject to change.*
(1) Per the Special Tax Formula, development status applies to parcels with a building permit issued as of May 1, 2024. There were 586 building permits issued as of September 10, 2023.
(2) Special Tax A for Undeveloped Property based on expected square footage and Developed Special Tax A Rate. Property originally planned for non-residential development has been excluded because it is now projected to be developed to a non-taxable land use.
(3) Based on the date of value of September 10, 2023 in the Appraisal, and allocated to lots by Willdan.
(4) Represents Special Tax A to be levied on parcels for FY 2024-25, assuming all permits are issued prior to May 1, 2024.
(5) Allocated based on the estimated FY 2024-25 levy.
Source: Willdan Financial Services.

Value to Lien Ratios by Category. The following table sets forth the appraised values, the estimated Fiscal Year 2024-25 Special Tax levy, allocable amount of 2020 Bonds, 2022 Bonds and 2023 Bonds, and corresponding value-to-lien ratios by ranges based on building permits issued as of September 10, 2023 (the Appraiser's date of value).

Table 2
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value-to-Lien Stratification Based Upon Development Status as of September 10, 2023

Value-to-Lien Category	Taxable Parcels	Assessed/ Appraised Property Value[(1)]	Estimated FY 2024-25 Special Tax A Levy[(2)]	Percentage of FY 2024-25 Special Tax A Levy[(3)]	2020, 2022 and 2023 Bonds Principal[(3)]*	Value-to-Lien Ratio*
Less than 3.00:1	0	$0	$0	0.00%	$0	NA
3.00:1 to 4.99:1	109	25,637,512	348,984	15.74	6,247,085	4.10:1
5:00:1 to 8.99:1	70	33,450,802	241,480	10.89	4,322,671	7.74:1
9.00:1 to 10.99:1	190	117,997,913	657,135	29.63	11,763,219	10.03:1
Greater than 11.00:1	338	224,363,731	969,904	43.74	17,362,025	12.92:1
Totals	**707**	**$401,449,958**	**$2,217,503**	**100.00%**	**$39,695,000**	**10.11:1**

** Preliminary, subject to change.*
(1) Based on Appraisal with a date of value of Dec. 3, 2021. Assessed Value used for parcels that have closed to homeowners as of Sept. 10, 2023
(2) Represents estimated Maximum Special Tax A that could be levied on parcels for FY 2024-25.
(3) Allocated based on the estimated FY 2024-25 levy.
Source: Willdan Financial Services.

Value to Lien Ratios by Owner. The following table sets forth the appraised values, estimated Fiscal Year 2024-25 Special Tax levy, allocable amount of 2020 Bonds, 2022 Bonds and 2023 Bonds, and corresponding value-to-lien ratios by ownership entity.

Table 3
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value to Lien Ratios by Owner

Owner[1]	Taxable Parcels	Assessed/Appraised Property Value[2]	Estimated FY 2024-25 Special Tax A Levy[3]	% of FY 2024-25 Special Tax A Levy	2020, 2022 & 2023 Bonds Principal[4] *	Value-to- Lien Ratio*
Individuals	586	$373,040,958	$1,841,169	83.03%	$32,958,329	11.32:1
Richmond American Homes	121	28,409,000	376,334	16.97	6,736,671	4.22:1
Totals	**707**	**$401,449,958**	**$2,217,503**	**100.00%**	**$39,695,000**	**10.11:1**

** Preliminary, subject to change.*
(1) Reflects ownership data as of September 10, 2023.
(2) Based on Appraisal with a date of value of September 10, 2023. Assessed Value used for parcels that have closed to homeowners as of January 1, 2021.
(3) Represents estimated Maximum Special Tax A levied for Fiscal Year 2024-25. All units are expected to be developed by May 1, 2024.
(4) Allocated based on the estimated FY 2024-25 levy.
Source: Willdan Financial Services.

Value to Lien Ratios by Production Type of Home. The following table sets forth the assessed/appraised values, estimated Fiscal Year 2024-25 Special Tax levy, allocable amount of 2020 Bonds, 2022 Bonds and 2023 Bonds and corresponding value-to-lien ratios by project/neighborhood for the various Merchant Builders currently selling homes in Improvement Area A and the remaining land owned by the Developer and the Limoneira Company.

Table 4
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value-to-Lien by Project/Owner

Use/Project/ Neighborhood	Owner	Units at Buildout[1]	Developed Units[2]	Appraised Property Value[3]	Estimated FY 2024-25 Special Tax A Levy[4]*	Percentage of FY 2024-25 Special Tax A Levy[5]*	2020, 2022 and 2023 Bonds Principal[5] *	Value-to-Lien Ratio*
Beechtree	Individuals	78	78	$55,760,700	$230,787	10.41%	$4,131,259	13.50:1
Willow	Individuals	60	60	33,283,634	171,301	7.72	3,066,411	10.85:1
	Developer	71	0	16,259,000	201,804	9.10	3,612,443	4.50:1
Wildflower	Individuals	61	61	37,050,821	217,559	9.81	3,894,470	9.51:1
Lavender	Individuals	68	68	45,728,079	244,481	11.03	4,376,395	10.45:1
	Developer	50	0	12,150,000	174,530	7.87	3,124,228	3.89:1
Orchard Heights	Individuals	55	55	38,847,958	232,268	10.47	4,157,769	9.34:1
Vinelands	Individuals	140	140	86,318,336	418,254	18.86	7,487,076	11.53:1
Sage	Individuals	124	124	76,051,430	326,520	14.72	5,844,950	13.01:1
Totals		**707**	**586**	**$401,449,958**	**$2,217,503**	**100.00%**	**$39,695,000**	**10.11:1**

* *Preliminary, subject to change.*
(1) Number of Residential Units constructed or planned for construction.
(2) Units with a building permit issued as of September 10, 2023.
(3) Based on Appraisal with a date of value of September 10, 2023. Assessed Value used for parcels that have closed to homeowners as of January 1, 2023.
(4) Represents estimated Maximum Special Tax A levied for Fiscal Year 2024-25. All units are assumed to be classified as Developed Property per the Special Tax Formula by May 1, 2024.
(5) Allocated based on the FY 2024-25 Maximum Special Tax A.
Source: Willdan Financial Services.

Special Tax Collections and Delinquencies

The following table shows a history of special tax collections and delinquencies in Improvement Area A. Although the County has adopted the "Teeter Plan" with respect to ad valorem property taxes levied in the County, the "Teeter Plan" will not apply to the Special Taxes levied in the District and, accordingly, the City will receive only the actual collections of the Special Tax received by the County.

Table 5
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Special Tax Collections and Delinquencies[(1)]

			Delinquencies at Fiscal Year End			Delinquencies as of July 2023		
Fiscal Year	Parcels Levied	Amount Levied	Parcels Delinquent	Amount Delinquent	Percent Delinquent	Parcels Delinquent	Amount Delinquent	Percent Delinquent
2019-20[(1)]	16	$83,232	0	$0	0.00%	0	$0	0.00%
2020-21	177	959,200	9	57,376	5.98	0	0	0.00
2021-22	333	1,074,989	22	8,494	0.79	1	2,831	0.26
2022-23	468	1,674,674	17	45,082	2.69	17	45,082	2.69

(1) No levy prior to FY 2019-20.
Source: Ventura County Tax Collector as compiled by Willdan Financial Services

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area A, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area A. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area A. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area A.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within Improvement Area A. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in Improvement Area A is also subject to additional community facilities district charges for services, both within Improvement Area A and for Harvest Community Facilities District No. 2 established to pay certain services provided by the County.

Table 6
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Summary of Overlapping Debt
As of _____ 1, 20__

Appraised Value: $401,449,958

DIRECT AND OVERLAPPING ASSESSMENT DEBT:	% Applicable	Debt
Ventura County Community College District	0.095%	$244,602
Santa Paula Unified School District (former High School District bonds)	4.448%	$1,112,393
Santa Paula Unified School District (former Elementary School District Bonds)	5.758%	$906,671
Santa Paula Unified School District School Facilities Improvement District	5.758%	$2,051,456
City of Santa Paula Community Facilities District No. 1, I.A. A	**100.000%**	**$39,695,000**
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$44,010,122
OVERLAPPING GENERAL FUND DEBT:		
Ventura County General Fund Obligations	0.095%	$289,272
Ventura County Superintendent of Schools Certificates of Participation	0.095%	$7,456
TOTAL OVERLAPPING GENERAL FUND DEBT		$296,728
COMBINED TOTAL DEBT		$44,306,850

Ratios to Appraised Value:	
Direct Debt ($39,695,000)	**9.89%**
Total Direct and Overlapping Tax and Assessment Debt	10.96%
Combined Total Debt	11.04%

Note: Includes the 2023 Bonds, but excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc. as compiled by Willdan Financial Services.

There can be no assurance that the Developer, the Merchant Builders, homeowners or subsequent owners will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or other public agencies to finance additional public facilities; however, no other special districts are currently contemplated by the City, the Developer or the Merchant Builders.

Private liens, such as deeds of trust securing loans obtained by the Developer, the Merchant Builders or another merchant builder, may be placed upon property in Improvement Area A at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

The following table sets forth the estimated tax burden for a home with 2,189 square feet in the Vineland residential development, which is one of the developments within Improvement Area A.

Table 7
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Estimated Sample Tax Bill for a Developed Property
Fiscal Year 2023-24

Project	Vineland	
Square Footage	2,189	
Estimated Assessed Value		$581,583
Homeowner's Exemption		($7,000)
Equals: Net Taxable Assessed Value		**$574,583**
Fiscal Year 2023-24 Tax Distribution	**Tax Rate**	
Ad Valorem Taxes[1]		
1% Tax on Net Value	1.000000%	$5,745.83
Elementary School Bond Santa Paula	0.020700%	$118.94
Santa Paula USD Bond	0.043000%	$247.07
Ventura Community College Bond	0.014400%	$82.74
Santa Paula High School Bond #2	0.028000%	$160.88
United Water Conservation	0.043727%	$251.25
Total Ad Valorem	1.149827%	$6,606.71
Fixed Rate Levies		
Zn2 Santa Paula NPDES		$2.14
Zn2 Santa Paula WPD NPDES		$3.58
Vector Control		$3.78
Zn2 Flood Control Maintenance		$14.64
BLNCHRD/Santa Paula LIB District		$40.00
Harvest CFD 2		$269.80
Total Fixed Rate Levies		$333.94
CFD No. 1 IA-A		
Assigned Special Tax A[2]		$3,313.24
Assigned Special Tax B[3]		$109.00
Total Fixed Rate Levies		$3,422.24
Total Property Tax Levies		$10,362.89
Total Effective Tax Rate (as % of Gross Assessed Value)		1.78%

(1) Estimated based on actual FY 2023-24 ad valorem rates.
(2) The Assigned Special Tax Rate A escalates by 2% each July 1.
(3) The Assigned Special Tax Rate B escalates by between 2% and 6% each July 1.
Source: Willdan Financial Services.

SPECIAL RISK FACTORS

The purchase of the 2023 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2023 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2023 Bonds. The 2023 Bonds are not general obligations of the City but are limited obligations of the City payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2023 Bonds will be limited to the Special Tax to be collected within Improvement Area A.

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within Improvement Area A. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the 2023 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area A could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within Improvement Area A is a critical factor in determining the investment quality of the 2023 Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within Improvement Area A as of the date indicated. No assurance can be given that the property values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2023 Bonds without regard to any such evaluation. Thus, the issuance of the 2023 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area A or the value of property in Improvement Area A.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2023 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2023 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within Improvement Area A will be completed, and in assessing the investment quality of the 2023 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Developer nor the Merchant Builders provides assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. Neither the Developer nor the Merchant Builders has an obligation to the City or to owners of the 2023 Bonds to complete their respective project.

Risks of Real Estate Investment Generally. Continuing development of land within Improvement Area A may be adversely affected by changes in general or local economic conditions,

fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area A may also be affected by development in surrounding areas, which may compete with development in Improvement Area A. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area A will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area A will not be adversely affected by these risks.

***Natural Disasters*.** The value of the parcels in Improvement Area A in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area A and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area A, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity. The City is located within Earthquake Zone 4, which is described as the highest risk zone in California.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although land in Improvement Area A is not in a high-risk area for landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Wildfires. In recent years portions of California have experienced outbreaks of wildfires that have burned thousands of acres at a time and destroyed thousands of homes and structures. The City borders to wildlands and wildfires in the area of the City have occurred, including most recently by the Maria fire in late October 2019 which burned approximately 10,000 acres in the vicinity of the City. Although the District is not within a forested or heavily vegetated area there can be no assurance that the structures within the District will not be impacted by wildfires in the future.

***Drought*.** California has been subject to droughts from time-to-time. Although the Developer does not believe that the current or any future drought would impact development in Improvement Area A, no assurances can be given in this regard.

***Legal Requirements*.** Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area A may also be adversely affected by the application of laws protecting endangered or threatened species.

***Hazardous Substances*.** Any discovery of a hazardous substance detected on property within Improvement Area A would affect the marketability and the value of some or all of the property in Improvement Area A. In that event, the owners and operators of a parcel within Improvement Area A may be required by law to remedy conditions of the parcel relating to releases or threatened

releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within Improvement Area A and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area A by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area A has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area A resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area A that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Developer and the Merchant Builders believe that no federally listed endangered or threatened species would be affected by their proposed development within Improvement Area A, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area A or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2023 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area A.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum special tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2023 Bonds.

In addition to the maximum special tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy

permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2023 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2023 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Tax Delinquencies" below.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2023 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area A. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area A but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2023 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency,

reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2023 Bonds. To the extent that property in Improvement Area A continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the 2023 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "**Bankruptcy Reform Act**") passed by Congress during

the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area A who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term *"ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area A.

Property in Improvement Area A is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in Improvement Area A is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Harvest Community Facilities District No. 2. The property is not currently subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2023 Bonds. The principal of and interest on the 2023 Bonds are payable from the

Special Tax authorized to be collected within Improvement Area A, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area A. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area A. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area A. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within Improvement Area A will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within Improvement Area A, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in Improvement Area A. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in Improvement Area A. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within Improvement Area A on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2023 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the Reserve Fund, if available, may be used to pay principal of and interest on the 2023 Bonds. If funds in the Reserve Fund are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2023 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within Improvement Area A at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2023 Bonds do not contain a provision allowing for the acceleration of the 2023 Bonds in the event of a payment default or other default under the terms of the 2023 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2023 Bond holder is given the right for the equal benefit and protection of all 2023 Bond holders similarly situated to pursue certain remedies. So long as the 2023 Bonds are in book-entry form, DTC will be the sole 2023 Bond holder and will be entitled to exercise all rights and remedies of 2023 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of land in Improvement Area A. See "–Property Values and Property Development – Land Development" above. See also "–Voter Initiatives" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2023 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the

electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the City for Improvement Area A were each authorized by not less than a two-thirds vote of the landowners within Improvement Area A who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the 2023 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the City and Improvement Area A can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "**CCFD**") established by the City of San Diego. The CCFD is a financing district established under the City's charter (the "**Charter**") and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIIIA,

section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district….") and Article XIIIC, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to Improvement Area A, there were no registered voters within Improvement Area A at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in Improvement Area A.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

> 53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters….
>
> 53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] … shall …. be commenced within 30 days after the voters approve the issuance of the bonds or the special tax …

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax…."

Landowner voters approved the Special Taxes and the issuance of bonds for Improvement Area A in compliance with all applicable requirements of the Mello-Roos Act in 2016. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by Improvement Area A and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or Improvement Area A, or the administration of the 2023 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2023 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area A, including the Developer, the Merchant Builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within Improvement Area A.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2023 Bonds to provide certain financial information and operating data relating to Improvement Area A by not later than April 1 after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2022-23 fiscal year (due April 1, 2024) and to provide notices of the occurrence of certain enumerated events.

The covenants of the City will be made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**"). A default under the Continuing Disclosure Certificate will not, by itself, constitute an Event of Default under the Fiscal Agent Agreement, and the sole remedy in the event of any failure of the City to comply will be an action to compel specific performance.

The City and its related entity, the Santa Paula Utility Authority, have previously entered into continuing disclosure undertakings under the Rule. During the past five years, the City or the Santa Paula Utility Authority, as applicable, has failed to comply with its continuing disclosure obligations with respect to certain revenue bonds issued in 2010 and 2019, and certain wastewater bonds issued in 2010 and 2015, including as follows:

- The City's audited financial statements for Fiscal Year 2017-18 were filed approximately 2 weeks late and the required financial information and operating data for Fiscal Year 2017-18 was filed approximately 5 months late, and the City did not file any Failure to File Notice with respect to the late filings.

- The City's audited financial statements for Fiscal Year 2018-19 were filed approximately five months late, and the required financial information and operating data for Fiscal Year 2018-19 was filed approximately 2 months late.

- The City's audited financial statements for Fiscal Year 2019-20 were filed approximately six months late.

- Certain operating data for the Santa Paula Utility Authority was posted 165 days late.

The specific nature of the information to be contained in the report or the notices of listed events by the City is shown in "APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKING." To assist the City with complying with its continuing disclosure undertaking

related to the 2023 Bonds, the City anticipates engaging Willdan Financial Services to serve as dissemination agent. In addition, the City has undertaken measures to begin the preparation of its audited financial statements earlier than years past to ensure its completion by March 31 of the following fiscal year.

UNDERWRITING

The 2023 Bonds were purchased through negotiation by Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the 2023 Bonds at a price of $_____ (which is equal to the par amount of the 2023 Bonds, plus/less an original issue premium/discount of $_____ and less the Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2023 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

The Underwriter has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC for the distribution of certain municipal securities offerings at the original issue price. Pursuant to that distribution agreement, Vining-Sparks may purchase Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that Vining-Sparks sells.

MUNICIPAL ADVISOR

The City has retained NHA Advisors, San Rafael, California, as registered municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the 2023 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2023 Bonds.

LEGAL OPINION

The validity of the 2023 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2023 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2023 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2023 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2023 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations

such as the 2023 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2023 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2023 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2023 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2023 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2023 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2023 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2023 Bonds who purchase the 2023 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2023 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2023 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2023 Bond (said term being the shorter of the 2023 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2023 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2023 Bond is amortized each year over the term to maturity of the 2023 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2023 Bond premium is not deductible for federal income tax purposes. Owners of premium 2023 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2023 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2023 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2023 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2023 Bonds.

It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2023 Bonds, or as to the consequences of owning or receiving interest on the 2023 Bonds, as of any future date. Prospective purchasers of the 2023 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2023 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2023 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2023 Bonds, the ownership, sale or disposition of the 2023 Bonds, or the amount, accrual or receipt of interest on the 2023 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2023 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2023 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2023 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2023 Bonds, or in any way contesting or affecting the validity or enforceability of the 2023 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2023 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council, as the legislative body of the District.

CITY OF SANTA PAULA

By: _____
City Manager

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE APPRAISAL

APPENDIX C

THE CITY OF SANTA PAULA AND VENTURA COUNTY

*Improvement Area A of the District is located in the City of Santa Paula (the "**City**"), which is located in Ventura County (the "**County**"), California (the "**State**"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2023 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

General Description and Location

The City was incorporated in April 22, 1902. The City is the geographic center of the County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and the rugged mountain peaks of Santa Paula Peak, the Nordhoff Range and the Topa Topas. Orange, lemon and avocado groves abound in this area. In fact, the City is at times referred to as the "Citrus Capital of the World." The City is also noted for avocado producing and processing in addition to serving as a distribution point for citrus products in the United States. The City's increasingly diverse economy also includes metal fabrication and high technology manufacturing in support of defense and environmental industries.

The City is located approximately 65 miles northwest of Los Angeles and 10 miles east of Ventura, and is 14 miles from the coastline of the Pacific Ocean. The area within the City limits comprises approximately 5.4 square miles.

Municipal Government

The City operates under a Council/Manager form of government with a five-member City Council, City Clerk and City Treasurer elected at-large for four-year terms. City Council members, in separate session, also serve as the governing board of the Successor Agency to the Santa Paula Redevelopment Agency, the Santa Paula Utility Authority and Santa Paula Public Financing Authority.

The City is a full-service city providing services such as Police; General Administrative Services; Storm Drains and Streets; Planning and Zoning; Building and Safety; Water, Sewer and Reuse Services. Although the City maintains the wastewater lines, the treatment plant operation and maintenance services are provided under contract. Fire services are provided by the Ventura County Fire Protection District.

Population

Population figures for the City, the County and the State for the last five years are shown in the following table.

CITY OF SANTA PAULA, VENTURA COUNTY AND THE STATE OF CALIFORNIA
Population Estimates
Calendar Years 2019 through 2023 as of January 1

Calendar Year	City of Santa Paula	Ventura County	State of California
2019	30,547	844,259	39,605,361
2020	30,386	841,219	39,648,938
2021	30,934	839,628	39,286,510
2022	31,145	831,533	39,078,674
2023	31,423	825,653	38,940,231

Source: State Department of Finance estimates.

Employment and Industry

The City is included in the Oxnard Thousand Oaks Ventura Statistical Area ("**MSA**"), which includes all of Oxnard Thousand Oaks Ventura County. The unemployment rate in the Ventura County was 4.6 percent in August 2023, up from a revised 4.2 percent in July 2023, and above the year-ago estimate of 3.7 percent. This compares with an unadjusted unemployment rate of 5.1 percent for California and 3.9 percent for the nation during the same period.

Set forth below is data from calendar years 2018 to 2022 reflecting the County's civilian labor force, employment and unemployment. These figures are County-wide statistics and may not necessarily accurately reflect employment trends in the City.

OXNARD THOUSAND OAKS VENTURA MSA
(Ventura County)
Annual Average Labor Force and Employment by Industry
Calendar Years 2018 through 2022
(March 2022 Benchmark)

	2018	2019	2020	2021	2022
Civilian Labor Force [1]	423,100	422,300	410,900	407,500	413,600
Employment	406,900	406,900	375,000	382,200	398,400
Unemployment	16,200	15,400	35,900	25,200	15,200
Unemployment Rate	3.8%	3.6%	8.7%	6.2%	3.7%
Wage and Salary Employment: [2]					
Agriculture	24,300	24,700	25,000	23,500	25,200
Mining and Logging	900	900	900	900	1,000
Construction	16,800	17,100	16,800	17,100	17,700
Manufacturing	26,200	26,600	25,800	26,500	27,200
Wholesale Trade	12,500	12,500	12,000	12,300	12,500
Retail Trade	39,200	38,300	34,900	36,400	36,700
Transportation, Warehousing and Utilities	6,300	6,300	6,100	7,000	8,300
Information	5,400	5,200	4,000	3,900	4,000
Financial Activities	16,400	15,900	15,700	15,600	15,200
Professional and Business Services	42,900	44,400	42,600	43,600	44,400
Educational and Health Services	47,700	49,600	48,300	49,600	51,800
Leisure and Hospitality	37,800	38,500	30,200	32,800	37,100
Other Services	9,500	9,700	8,300	8,900	9,600
Federal Government	7,300	7,400	7,800	7,600	7,400
State Government	3,000	3,100	3,000	2,700	2,800
Local Government	36,600	36,600	34,000	34,100	35,900
Total All Industries [3]	332,800	336,800	315,300	322,600	336,700

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Largest Employers

The following table lists the major employers within the County, listed in alphabetical order without regard to the number of employees, as of September 2022.

VENTURA COUNTY
Major Employers
As of September 2022

Employer Name	Location	Industry
Adventist Health Simi Valley	Simi Valley	Hospitals
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
City of Simi Valley	Simi Valley	City Hall
Community Memorial Health Syst	Ventura	Health Care Management
County of Ventura	Ventura	Police Departments
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools	Camarillo	Tools-New & Used
J M Smucker Co	Oxnard	Food Products & Manufacturers
Kaiser Permanente Ventura 888	Ventura	Medical Centers
Los Robles Regional Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Junior-Community College-Tech Institutes
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
National Guard	Port Hueneme	Government Offices-State
Naval Air Warfare Ctr Weapons	Point Mugu Nawc	Federal Government-National Security
Ojai Valley Inn	Ojai	Hotels & Motels
Oxnard College	Oxnard	Junior-Community College-Tech Institutes
Pentair Aquatic Systems	Moorpark	Swimming Pool Equipment & Supls-Retail
Port Hueneme Div Naval	Port Hueneme Cbc	Military Bases
Procter & Gamble Paper Prods	Oxnard	Sanitary Paper Products (mfrs)
RANCHO SIMI RECREATION PRK DST	Simi Valley	Swimming Pools-Public
St John's Regional Medical Ctr	Oxnard	Hospitals
Thousand Oaks Civic Arts Plaza	Thousand Oaks	Theatres-Live
Ventura County Office of Edu	Camarillo	Government Education Programs Administration
Ventura County Sherriff's Ofc	Ventura	County Govt-Correctional Institutions

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2023 1st Edition with Employer information provided by Data Axel®.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are yet not available for calendar year 2023. Due to the COVID-19 pandemic, more recent information could be materially different from the historical numbers shown below.

Total taxable sales during the first quarter of calendar year 2023 in the City were $67,116,913, a 3.68% decrease in the total taxable sales of $69,681,481 reported during the first quarter of calendar year 2022.

CITY OF SANTA PAULA
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	219	183,569	548	255,344
2019	311	160,447	587	228,657
2020	320	157,548	611	224,778
2021	290	190,715	560	266,436
2022	307	223,485	576	307,692

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first quarter of calendar year 2023 in the County were $4,473,669,244, a 3.57% increase in the total taxable sales of $4,319,480,018 reported during the first quarter of calendar year 2022.

VENTURA COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	15,632	10,486,735	26,954	14,323,432
2019	15,822	10,696,199	27,755	14,800,284
2020	16,502	10,628,642	29,143	14,538,294
2021	14,810	12,591,767	26,596	17,330,637
2022	14,900	13,650,036	26,936	18,862,388

Source: State Department of Tax and Fee Administration.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City of Santa Paula, the County of Ventura, the State and the United States for the period 2019 through 2023.

CITY OF SANTA PAULA, COUNTY OF VENTURA,
STATE OF CALIFORNIA, AND THE UNITED STATES
Effective Buying Income
2019 through 2023

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2019	City of Santa Paula	$533,224	$48,016
	Ventura County	26,149,018	70,618
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Santa Paula	$558,393	$52,555
	Ventura County	27,287,576	73,421
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Santa Paula	$551,938	$51,988
	Ventura County	27,012,778	73,720
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Santa Paula	$641,559	$63,462
	Ventura County	30,971,100	86,193
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Santa Paula	$673,965	$62,015
	Ventura County	32,048,005	86,954
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326

Source: Claritas, LLC.

Construction Activity

The following table shows a five year summary of the valuation of building permits issued in the City.

CITY OF SANTA PAULA
Total Building Permit Valuations
Calendar Years 2018 through 2022
(valuations in thousands)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$760.2	$56,133.3	$63,407.5	$40,900.3	$26,913.4
New Multi-family	0.0	0.0	0.0	0.0	14,353.2
Res. Alterations/Additions	1,411.7	431.1	470.1	814.4	2,008.9
Total Residential	2,171.9	56,564.4	63,877.6	41,714.7	43,275.5
New Commercial	1,473.1	4,952.2	3,511.7	1,842.8	222.7
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	1,351.7	1,835.7	2,330.1	1,211.5	1,397.5
Com. Alterations/Additions	1,250.8	732.7	890.4	1,174.1	1,924.8
Total Nonresidential	$4,075.6	$7,520.6	$6,732.2	$4,228.4	$3,545.0
New Dwelling Units					
Single Family	3	145	178	122	95
Multiple Family	0	0	0	0	69
TOTAL	3	145	178	122	164

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY
Total Building Permit Valuations
Calendar Years 2018 through 2022
(valuations in thousands)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$392,515.2	$261,553.0	$144,880.3	$230,620.5	$187,533.2
New Multi-family	107,224.0	93,818.1	114,352.5	136,004.1	152,905.9
Res. Alterations/Additions	148,312.3	71,534.0	46,818.1	49,248.0	110,341.2
Total Residential	648,051.5	426,905.1	306,050.9	415,872.6	450,780.3
New Commercial	144,707.2	51,503.1	14,103.2	47,194.6	58,140.7
New Industrial	16,865.3	12,262.9	133,855.3	59,428.7	11,918.6
New Other	42,529.7	50,307.8	35,868.7	50,547.0.	35,788.7
Com. Alterations/Additions	153,876.7	91,837.7	69,973.6	53,252.3	125,081.1
Total Nonresidential	$357,978.9	$205,911.5	$253,800.8	$210,422.6	$230,929.1
New Dwelling Units					
Single Family	637	731	425	689	635
Multiple Family	612	697	545	856	1,770
TOTAL	1,249	1,428	970	1,545	2,405

Source: Construction Industry Research Board, Building Permit Summary.

Transportation

The City is served by State Route 126, which links the City to U.S. Highway 101 and Interstate 5. There is an Amtrak bus station located in the City of Santa Paula providing service to an Amtrak train station in Oxnard, with rail connections to major cities in the United States. Also available are Metrolink commuter trains, a regional rail system providing transportation and mobility throughout Ventura County. The City also has a private general aviation airport.

Community Services and Recreation

The City of Santa Paula includes ten parks, nine elementary schools, a middle school, high school, continuation high school, vocational training center, several private schools, a community college satellite campus with easy access to three nearby community colleges and three universities. The community has an active recreation program for seniors, adults and youth. The Pacific Ocean is only minutes away as are the mountains and saltwater, stream or lake fishing, boating, swimming, biking, hiking and camping. In addition, the City is home to the California Oil Museum of Santa Paula, the Santa Paula Community Center, Santa Paula Senior Center and the Santa Paula Railroad Depot (community meeting room, gallery, visitor's bureau and Chamber of Commerce offices).

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Santa Paula
970 E Ventura Street
Santa Paula, California 93060

OPINION: $_____ City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2023

Members of the City Council:

We have acted as bond counsel to the City of Santa Paula (the "City") in connection with the issuance by the City of the $_____ City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2023 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of June 1, 2020 (the "Fiscal Agent Agreement"), as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 and Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of November 1, 2023 by and between the City, on behalf of the City of Santa Paula Harvest Community Facilities District No. 1, and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Interest on the Bonds may be subject to the corporate alternative minimum tax. We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinion is not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE CERTIFICATE
(City)

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of November __, 2023, is executed and delivered by the City of Santa Paula (the "City") in connection with the execution and delivery of its City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2023 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 and Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of November 1, 2023 (together, the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the 1st of April after the end of the City's fiscal year, commencing April 1, 2024.

"Dissemination Agent" means the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2024, with the report for the 2022-23 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds issued for Improvement Area A.

(ii) Balance in the Improvement Fund, until such time as the fund is closed.

(iii) Balance in the Reserve Fund, statement of the Reserve Requirement as of the immediately preceding April 1 and statement of projected draws on the Reserve Fund.

(iv) Update of Table 1, using assessed values instead of appraised values.

(v) Update of Table 2, using assessed values instead of appraised values.

(vi) Update of Table 3, using assessed values instead of appraised values, aggregating individual owners but identifying separately any property owner responsible for more than 5% of the Special Tax.

(vii) Update of Table 5, showing the Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(viii) Notwithstanding the September 30 reporting date, the following information shall be reported as of February 1 immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of a Listed Event described in subsection (a)(8) above need not be given under

this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the

event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF SANTA PAULA, for and on behalf of City of Santa Paula Harvest Community Facilities District No. 1

By _____
City Manager

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Santa Paula

Name of Bond Issue: $_____ City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2023

Date of Issuance: _____, 2023

NOTICE IS HEREBY GIVEN that the City of Santa Paula (the "City") on behalf of City of Santa Paula Harvest Community Facilities District No. 1 has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 and Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of November 1, 2023 (together, "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

City of Santa Paula, on behalf of City of Santa Paula Harvest Community Facilities District No. 1

By: _____
Name:
Title:

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2023 Bonds, payment of principal, interest and other payments on the 2023 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

BOND PURCHASE AGREEMENT

_____, 2023

City of Santa Paula
970 Ventura Street
Santa Paula, California 93060

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") offers to enter into this Bond Purchase Agreement (this "**Purchase Contract**") with the City of Santa Paula (the "**City**") which, upon your acceptance of this offer, will be binding upon the City and the Underwriter. Capitalized terms used and not otherwise defined in this Purchase Contract have the meanings given to them in Fiscal Agent Agreement described below. This offer is made subject to the acceptance by the City of this Purchase Contract on or before 11:59 p.m. on the date set forth above.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned bonds (the "**Bonds**") at a purchase price (the "**Purchase Price**") of $_____ (equal to the initial principal amount of the Bonds ($_____), plus net original issue premium of $_____, less an Underwriter's discount of $_____).

The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated by this Purchase Contract except the obligations expressly set forth in this Purchase Contract, and (iv) the City has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Bonds are being issued by the City under the authority of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 et seq. of the California Government Code) (the "**Act**"), and Resolution No. _____ adopted on November 1, 2023 (the "**Bond**

Resolution") by the City Council (the "**City Council**") of the City acting as the legislative body of the City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**").

The special taxes to be levied within Improvement Area A of the District that will provide a source of payment for the Bonds (the "**Special Taxes**") are being levied pursuant to the following:

(i) Resolution No. 7013 of the City Council adopted November 21, 2016 (the "**Resolution of Formation**"), and

(ii) Ordinance No. 1266, adopted by the City Council on November 21, 2016 (the "**Ordinance**").

The Bonds will be issued under a Fiscal Agent Agreement, dated as of June 1, 2020 (the "**2020 Fiscal Agent Agreement**"), as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 (the "**Supplemental Agreement No. 1**") and by a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of November 1, 2023 (the "**Supplemental Agreement No. 2**" and, together with the 2020 Fiscal Agent Agreement and the Supplemental Agreement No. 1, the "**Fiscal Agent Agreement**"), each between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**"). The Bonds will be secured under the Fiscal Agent Agreement on a parity with the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2020 (the "**2020 Bonds**") and the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2022 (the "**2022 Bonds**").

The proceeds of the sale of the Bonds will be applied by the City in accordance with the Fiscal Agent to: (i) fund the acquisition and construction of certain public facilities benefitting the property within the City, (ii) fund the reserve fund for the Bonds, the 2020 Bonds and the 2022 Bonds to the Reserve Requirement, (iii) fund capitalized interest on a portion of the Bonds through September 1, 2024, and (iv) pay the costs of issuing the Bonds.

The Bonds will mature on the dates and in the principal amounts, bear interest at the rates, and be subject to redemption as set forth in Exhibit A hereto.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement (as defined in Section 3 hereof) and in Exhibit A hereto and subject Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A "**bona fide public offering**" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an "**issue price**" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate

or necessary, in the reasonable judgment of Jones Hall, a Professional Law Corporation ("**Bond Counsel**") to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor, NHA Advisors, LLC (the "**Municipal Advisor**") and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

(c) The City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**"), identified under the column "10% Test Satisfied" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language

obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "**public**" means any person other than an underwriter or a related party;

(ii) "**underwriter**" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and

(iii) a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their

stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

3. Official Statement, Continuing Disclosure Undertaking. The City agrees to deliver to the Underwriter as many copies of the Official Statement, dated the date hereof, relating to the Bonds (as supplemented and amended from time to time, the "**Official Statement**") as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "**Rule**"). The City agrees to deliver such Official Statement within seven business days after the execution hereof, or such earlier date identified by the Underwriter to be necessary to allow the Underwriter to meet its obligations under the Rule and Rule G-32 of the Municipal Securities Rulemaking Board (the "**MSRB**"). The Underwriter agrees to file the Official Statement with the MSRB on or as soon as practicable after the Closing Date. The Underwriter agrees to deliver a copy of the Official Statement to each of its customers purchasing Bonds no later than the settlement date of the transaction.

The City has authorized and approved the Preliminary Official Statement relating to the Bonds, dated _____, 2023 (the "**Preliminary Official Statement**"), and the Official Statement, and consents to their distribution and use by the Underwriter in connection with the offer and sale of the Bonds. The City has deemed such Preliminary Official Statement final as of its date for purposes of the Rule, except for information allowed by the Rule to be omitted, and has executed a certificate to that effect in the form of Exhibit C hereto.

In connection with the issuance of the Bonds, and in order to assist the Underwriter in complying with the Rule, the City will execute and deliver a Continuing Disclosure Certificate dated as of _____, 2023 (the "**City Continuing Disclosure Certificate**"). The form of the City Continuing Disclosure Certificate is included in Appendix E to the Official Statement.

4. Representations and Warranties of the City. The City represents and warrants to the Underwriter that:

(a) The District is a community facilities district duly established and validly existing and Improvement Area A has been validly designated under the laws of the State of California (the "**State**"), including the Act.

(b) The City has the full legal right, power and authority upon satisfaction of the conditions in this Purchase Contract and the Fiscal Agent Agreement (i) to issue the Bonds for the purposes specified in Section 1 hereof, and (ii) to secure the Bonds in the manner contemplated in the Fiscal Agent Agreement.

(c) The City Council has the full legal right, power and authority to adopt the Bond Resolution, the Resolution of Formation and the Ordinance, and the City has the full legal right, power and authority (i) to issue the Bonds for the purposes specified in Section 1 hereof and to secure the Bonds in the manner contemplated in the Fiscal Agent Agreement;

(ii) to enter into this Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate, (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and (iv) to carry out and consummate all other transactions on its part contemplated by each of the aforesaid documents (this Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate are collectively referred to herein as the "**City Documents**"), and the City and the City Council have complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(d) The City Council has duly authorized (i) the sale and issuance by the City of the Bonds and the execution, delivery and due performance by the City of its obligations under the City Documents, (ii) the distribution and use of the Preliminary Official Statement and execution, delivery and distribution of the Official Statement, and (iii) the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. To the best of its knowledge, all consents or approvals necessary to be obtained by the City in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(e) The Bond Resolution, the Resolution of Formation and the Ordinance have been duly adopted by the City Council, and are in full force and effect; and the City Documents, when executed and delivered by the City and the other party or parties thereto, as applicable, will constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their terms, except to the extent the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. Further, the enforceability thereof is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California (including, but not limited to, rights of indemnification).

(f) When delivered to the Underwriter, the Bonds will have been duly authorized by the City Council, as the legislative body of the District, and duly executed, issued and delivered by the City and will constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. Further, the enforceability thereof is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California (including, but not limited to, rights of indemnification).

(g) The information contained in the Preliminary Official Statement did not, as of its date, and does not, as of the date hereof, contain any untrue statement of a material fact and did not, as of its date, and does not, as of the date hereof, omit to state a material fact

necessary to make the statements therein, not misleading (provided, however, that no representation or warranty is made with respect to the information contained in the Preliminary Official Statement under the captions "THE DISTRICT AND IMPROVEMENT AREA A—Improvement Area A Units Completed and Projected," "—Completed Neighborhoods," "—Development of Final 121 Lots," "—Merchant Builders Financing Plan" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A").

(h) The information contained in the Official Statement does not, as of its date, and will not, as of the Closing Date, contain any untrue statement of a material fact and does not, as of its date, and will not, as of the Closing Date, omit to state a material fact necessary to make the statements therein, not misleading (provided, however, that no representation or warranty is made with respect to the information contained in the Preliminary Official Statement or the Official Statement under the captions "THE DISTRICT AND IMPROVEMENT AREA A—Improvement Area A Units Completed and Projected," "—Completed Neighborhoods," "—Development of Final 121 Lots," "—Merchant Builders Financing Plan" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A").

(i) Up to and including 25 days after the "end of the underwriting period" (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the end of the underwriting period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be a written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(j) None of the adoption of the Bond Resolution, the Resolution of Formation and the Ordinance, the execution and delivery of the City Documents, the consummation of the transactions on the part of the City contemplated herein or therein and the compliance by the City with the provisions hereof or thereof will conflict in any material respect with, or constitute on the part of the City a material violation of, or a material breach of or default under, (i) any indenture, mortgage, commitment, note or other agreement or instrument to which the City is a party or by which it is bound, (ii) any provision of the State Constitution, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the City (or the members of the City Council or any of its officers in their respective capacities as such) is subject, that would have a material adverse effect on the ability of the City to perform its obligations under the City Documents.

(k) The City has never been in default at any time, as to principal of or interest on any obligation which it has issued, which default may have an adverse effect on the ability of the City to consummate the transactions on its part under the City Documents, except as

specifically disclosed in the Official Statement; and other than the Fiscal Agent Agreement, the City has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Special Tax Revenues (as defined in the Official Statement) following issuance of the Bonds.

(l) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the City has been served with process or known by the City to be threatened, which in any way questions the powers of the City Council or the City referred to in paragraphs (b) and (c) above, or the validity of any proceeding taken by the City Council in connection with the formation of the District and the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions on the part of the City contemplated by this Purchase Contract, or of any other District Document, or which, in any way, could adversely affect the validity or enforceability of the Bond Resolution, the Ordinance, the Fiscal Agent Agreement, the Bonds or this Purchase Contract or which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes, in any other way questions the status of the Bonds under California tax laws or regulations, challenges the validity of the Special Taxes, or which seeks to restrain or prohibit further development within Improvement Area A of the District.

(m) Any certificate signed by an official of the City authorized to execute such certificate and delivered to the Underwriter in connection with the transactions contemplated by the City Documents shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein contained.

(n) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(o) The Bonds will be paid from Special Taxes received by the City and moneys held in certain funds and accounts established under the Fiscal Agent Agreement and pledged thereunder to the payment of the Bonds.

(p) The Special Taxes may lawfully be levied in accordance with the Rate and Method of Apportionment of Special Tax for Improvement Area A of the District (the "**Rate and Method**") and the Ordinance, and, when levied, the Special Taxes so levied will be secured by a lien on the property on which they are levied.

(q) The Fiscal Agent Agreement creates a valid pledge of and first lien upon the Special Taxes deposited thereunder, and the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(r) Except as described in the Preliminary Official Statement and the Official Statement, the City has not failed in any material respect to comply with any undertaking of the City under the Rule in the previous five years.

5. Blue Sky. The City covenants with the Underwriter that the City will cooperate with the Underwriter (at the cost and written direction of the Underwriter), in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the City shall not be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction. The City consents to the use by the Underwriter of the City Documents, the Preliminary Official Statement and the Official Statement in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions related to the offering and sale of the Bonds.

6. Delivery of the Bonds. At 9:00 a.m. on November 30, 2023 (the "**Closing Date**") or at such other time or date as are mutually agreed upon by the City and the Underwriter, the City will deliver or cause to be delivered to the Underwriter the Bonds in definitive form duly executed and authenticated by the Fiscal Agent together with the other documents mentioned in Section 8 hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds by making a wire transfer in federal funds payable to the order of the Fiscal Agent for the account of the City.

The activities relating to the final execution and delivery of the Bonds and the Fiscal Agent Agreement, the payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in Section 8 of this Purchase Contract shall occur at the offices of Bond Counsel. The payment for the Bonds and simultaneous delivery of the Bonds to the Underwriter is herein referred to as the "**Closing**."

The Bonds will be delivered as fully registered, book-entry only Bonds initially in denominations equal to the principal amount of each maturity thereof. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, and will be made available for checking by the Underwriter at such place as the Underwriter and the City shall agree not less than 24 hours prior to the Closing Date.

7. Cancellation by the Underwriter. The Underwriter shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the date of Closing:

(a) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, has pending before it, or passes or recommends favorably, legislation introduced previous to the date hereof, or legislation is recommended for passage by the President of the United States, which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Fiscal Agent Agreement or upon interest received on obligations of the general character of the Bonds, or of causing interest on obligations of the general character of the Bonds, or the Bonds, to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(b) a tentative decision with respect to legislation is reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation is favorably reported or re-reported by such a committee or is introduced, by amendment or otherwise, in or is passed by the House of Representatives or the Senate, or is recommended to the Congress of the United States for passage by the President of the United States, or is enacted, or a decision by a federal court of the United States or the United States

Tax Court is rendered, or a ruling, release, order, circular, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency is made or proposed to be made, having the purpose or effect, or any other action or event occurs which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the City under the Fiscal Agent Agreement or upon interest received on obligations of the general character of the Bonds, or the Bonds and also including adversely affecting the tax-exempt status of the City under the Code, which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(c) legislation is enacted, or actively considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States is rendered, the effect of which is that the Bonds or the Fiscal Agent Agreement, as the case may be, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds or the execution and delivery of the Fiscal Agent Agreement as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) any event occurs or any information becomes known to the Underwriter that causes the Underwriter to reasonably believe that the Official Statement includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(f) in the reasonable judgment of the Underwriter, the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds is materially adversely affected by (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(g) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction, which in the reasonable judgment of the Underwriter materially, adversely affects the market price or

marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(h) a general banking moratorium is declared by federal, New York or State authorities; or

(i) any investigation or proceeding is pending or threatened by the Securities and Exchange Commission against the City or the City; or

(j) additional material restrictions not in force as of the date hereof are imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the reasonable judgment of the Underwriter materially, adversely affects the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(k) the New York Stock Exchange or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increases materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(l) the occurrence of an event listed in subparagraphs (j) and (l) to Section 4 hereof; or

(m) an amendment to the federal or State constitution is enacted or action taken by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income or securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City to issue the Bonds and levy the Special Taxes as contemplated by the Fiscal Agent Agreement, the Rate and Method and the Official Statement.

8. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to purchase the Bonds shall be subject (a) to the performance by the City of its obligations to be performed by it hereunder at and prior to the Closing Date, (b) to the accuracy as of the date hereof and as of the Closing Date of the representations and warranties of the City herein, and (c) to the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance satisfactory to the Underwriter and the accuracy as of the Closing Date of the representations and warranties included therein:

(a) At the time of Closing, (i) this Purchase Contract, the City Continuing Disclosure Certificate and the Fiscal Agent Agreement shall be in full force and effect and such documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, and (ii) the City shall have duly adopted and there shall be in full force and effect such resolutions and ordinances (including, but not limited to, the Bond Resolution, the Resolution of Formation and the Ordinance) as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) Receipt of the Bonds, executed by the City and authenticated by the Fiscal Agent, at or prior to the Closing Date. The terms of the Bonds, when delivered, shall in all instances be as described in the Official Statement.

(c) At or prior to the Closing Date, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and the City:

(i) A final approving opinion of Bond Counsel dated the date of Closing in the form attached to the Official Statement as Appendix D.

(ii) A letter or letters of Bond Counsel addressed to the Underwriter and the Fiscal Agent, which includes a statement to the effect that Bond Counsel's final approving opinion may be relied upon by the Underwriter and the Fiscal Agent to the same extent as if such opinion were addressed to the Underwriter and the Fiscal Agent, and a supplemental opinion of Bond Counsel addressed to the Underwriter to the effect that:

(A) the statements contained in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its book-entry only system, as to which no opinion need be expressed), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "TAX MATTERS," and in Appendices D and F thereto, are accurate insofar as such statements expressly summarize certain provisions of the Bonds, the Fiscal Agent Agreement and Bond Counsel's opinion concerning certain federal tax matters relating to the Bonds;

(B) the City has duly and validly executed and delivered this Purchase Contract and the City Continuing Disclosure Certificate, and this Purchase Contract and the City Continuing Disclosure Certificate constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(iii) A letter of Jones Hall, a Professional Law Corporation, as disclosure counsel to the City in connection with the Bonds ("**Disclosure Counsel**"), addressed to the City and the Underwriter, to the effect that based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement, they have no reason to believe that the Preliminary Official Statement as of its date and as of the date hereof, or the Official

Statement as of its date and as of the Closing Date (excluding therefrom any CUSIP numbers, financial statements and other statistical and financial data, projections, estimates, assumptions and expressions of opinion, and information relating to The Depository Trust Company, New York, New York, and its book-entry system contained therein and incorporated therein by reference, and statements contained in Appendices B and G, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iv) The Official Statement executed on behalf of the City by a duly authorized officer of the City.

(v) Certified copies of all resolutions relating the formation of the District, change proceedings for the District undertaken under the Act, the Bond Resolution, the Resolution of Formation and the Ordinance.

(vi) Evidence of recordation in the real property records of the County of Ventura of the Notice of Special Tax Lien (as such term is used in the Official Statement), and any amendments thereto, in the form required by the Act.

(vii) A certificate, in form and substance as set forth in Exhibit B hereto, of the City, dated as of the Closing Date.

(viii) Evidence that Federal Form 8038-G has been executed by the City and will be filed with the Internal Revenue Service.

(ix) Executed copies of the Fiscal Agent Agreement and the City Continuing Disclosure Certificate.

(x) An arbitrage certificate in form satisfactory to Bond Counsel.

(xi) An opinion, dated the Closing Date and addressed to the Underwriter and the Fiscal Agent, of the City Attorney of the City, as counsel to the City, to the effect that:

(A) the City is duly organized and validly existing under the laws of the State;

(B) the District is duly organized and existing pursuant to the Act and Improvement Area A has been duly designated in accordance with the Act;

(C) by all necessary official action, the City has duly approved the issuance of the Bonds, this Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate, and authorized the execution and delivery of, and the performance by the City of the obligations on its part contained therein. This Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate have been duly executed and delivered by the City;

(D) All resolutions adopted by the City Council with respect to the formation of the District, the designation of Improvement Area A therein, change proceedings for the District undertaken under the Act and the issuance of the Bonds, including the Bond Resolution, the Resolution of Formation and the Ordinance, were each duly adopted at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and resolutions and ordinance are in full force and effect and have not been modified, amended or rescinded;

(E) except as described in the Official Statement, to our best knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency or body, pending and notice of which has been served on and received by the City or threatened against the City in writing, challenging the creation, organization or existence of the City, or the validity of the Bonds or the City Documents or contesting the authority of the City to enter into or perform its obligations under any of such documents, or which questions the right of the City to issue the Bonds, or the levy of Special Taxes, or the allocation and payment of the Special Taxes to the City and the other security for the Bonds provided by the Fiscal Agent Agreement; and

(F) to the best of such counsel's knowledge, the authorization, execution and delivery of the Bonds and the City Documents by the City, the compliance with the provisions thereof by the City, and the performance by the City of its obligations thereunder, will not in any material respect conflict with, or constitute a breach or default under, any currently existing law, administrative regulation, court decree, resolution, ordinance or other agreement to which the City or the City is subject or by which the City or the City is bound.

(xii) In connection with printing and distribution of the Preliminary Official Statement, an executed certificate of the City in the form attached hereto as Exhibit C.

(xiii) A certificate in form and substance as set forth in Exhibit D hereto of the Fiscal Agent.

(xiv) An opinion of counsel to the Fiscal Agent in form and substance satisfactory to the Underwriter dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has duly authorized, executed and delivered the Supplemental Agreement No. 2 and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms.

(xv) A certificate of Integra Realty Resources, San Francisco, California (the "**Appraiser**"), in the form attached hereto as Exhibit E, along with a copy of its appraisal report in the form attached to the Official Statement as Appendix B (the "**Appraisal Report**").

(xvi) An executed Letter of Representations from the Limoneira Lewis Community Builders, a Delaware limited liability company ("**Developer**"), dated the date of the Preliminary Official Statement, in the form attached hereto as Exhibit F-1 with such changes as may be approved by the Underwriter.

(xvii) An executed Letter of Representations from each of Lennar Homes of California, LLC, a California limited liability company ("**Lennar**") and Richmond American Homes of Maryland, Inc., a Maryland corporation ("**Richmond American**") dated the date of the Preliminary Official Statement, in the form attached hereto as Exhibit G-1 with such changes as may be approved by the Underwriter.

(xviii) A Closing Certificate of the Developer dated the Closing Date in the form attached as Exhibit F-2 hereto with such changes as may be approved by the Underwriter.

(xix) A Closing Certificate of each of Lennar and Richmond American dated the Closing Date in the form attached as Exhibit G-2 hereto with such changes as may be approved by the Underwriter.

(xx) A negative assurance letter of counsel to the Developer, addressed to the City and the Underwriter, to the effect that without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement and without passing upon or assuming responsibility for the accuracy, completeness or fairness of such statements, no information has come to the attention of such counsel(s) during the course of their representation of the Developer which causes them to believe that the statements contained in the Preliminary Official Statement, as of its date and as of the date hereof (except as updated in the Official Statement), or the Official Statement, as of its date and the Closing Date, under the captions entitled "THE HARVEST AT LIMONEIRA DEVELOPMENT" and "THE DISTRICT AND IMPROVEMENT AREA A (excluding the information under the caption "—Formation of the District," "—Development of Final 121 Lots" (other than the first paragraph thereof) and "—Merchant Builders Financing Plan"), contains or contained any untrue statement of a material fact or omits or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need to be expressed as to any information which is attributable to a source other than the Developer contained in the Preliminary Official Statement or the Official Statement).

(xxi) An opinion or opinions of counsel to Richmond American in the form attached hereto as Exhibit H-1, and counsel to Lennar in the form attached hereto as Exhibit H-2, in each case addressed to the City and the Underwriter with such changes as may be approved by the Underwriter.

(xxii) An opinion of Stradling, Yocca Carlson & Rauth, a Professional Corporation, as counsel to the Underwriter, in form and substance acceptable to the Underwriter.

(xxiii) A certificate of Willdan Financial Services (the "**Special Tax Consultant**") in the form attached as Exhibit I.

(xxiv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 11 hereof shall continue in full force and effect.

9. Conditions to the Obligations of the City. The obligations of the City to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the City, to the performance by the Underwriter of its obligations to be performed hereunder at or prior to the Closing Date, and to the delivery by Bond Counsel and Disclosure Counsel of the opinion and the letter, respectively, described in Sections 8(c)(i) and (iii) above.

10. Survival of Representations and Warranties. All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the Closing.

11. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Special Tax Consultant, the Municipal Advisor, the Fiscal Agent, the Appraiser, Bond Counsel and Disclosure Counsel and any accountants, engineers or any other experts or consultants the City or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission; the fees and expenses of its counsel, MSRB and the CUSIP Bureau; any reports run by the Underwriter for the purpose of determining compliance by the City with the Rule; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including any advertising expenses and transaction-related financing team meal expenses.

12. Notices. Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the following: Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Sara Oberlies Brown.

13. Parties in Interest. This Purchase Contract is made solely for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

14. Governing Law. This Purchase Contract shall be governed by and construed in accordance with the laws of the State applicable to contracts made and performed in the State.

15. Effectiveness. This Purchase Contract shall become effective upon acceptance hereof by the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

16. Execution in Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By:_____
Managing Director

Accepted and agreed to as of the date first above written:

CITY OF SANTA PAULA

By:_____
City Manager

Time of Execution:_____

EXHIBIT A

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

MATURITY SCHEDULE

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Satisfied*	*10% Test Used*	*Hold the Offering Price Used*

REDEMPTION PROVISIONS

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	*Redemption Prices*

Special Mandatory Redemption from Special Tax Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	*Redemption Prices*

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Principal Amount*
	$

(maturity)

EXHIBIT B

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

CITY CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the City Manager of the City of Santa Paula, the City Council of which is the legislative body for the City of Santa Paula Harvest Community Facilities District No. 1 (the "District"), a community facilities district duly organized and existing under the laws of the State of California (the "State") and that as such, I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-referenced Special Tax Bonds, Series 2023 (the "Bonds").

I hereby further certify on behalf of the City that:

(A) the representations and warranties made by the City in the Bond Purchase Agreement, dated as of _____, 2023 (the "Purchase Contract") by and between the City and Stifel, Nicolaus & Company, Incorporated (the "Underwriter") are true and correct in all material respects on the date hereof, with the same effect as if made on the date hereof;

(B) no event has occurred since the date of the Official Statement that, as of the date hereof, would cause any statement or information contained in the Official Statement to be incorrect or incomplete in any material respect or would cause the information in the Official Statement to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make such statements therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no certification is made with respect to the information contained in the Official Statement under the captions "THE DISTRICT AND IMPROVEMENT AREA A—Improvement Area A Units Completed and Projected," "—Completed Neighborhoods," "—Development of Final 121 Lots," "—Merchant Builders Financing Plan" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A");

(C) as of the date hereof, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate are in full force and effect in accordance with their terms and have not been amended, modified or supplemented except in such case as may have been agreed to by the Underwriter; and

(D) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the City Documents prior to issuance of the Bonds.

Capitalized terms used in this Certificate and not defined herein have the meanings set forth in the Purchase Contract.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date set forth below.

Dated: _____, 2023

CITY OF SANTA PAULA

By:_____
City Manager

EXHIBIT C

$15,920,000*
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

RULE 15C2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the duly appointed and acting City Manager of the City of Santa Paula, California (the "City") and, as such, is duly authorized to execute and deliver this Certificate on behalf the City in connection with the issuance of the Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2023 (the "Bonds") and further hereby certifies as follows:

(1) This Certificate is delivered in connection with the offering and sale of the Bonds in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2023 setting forth information concerning the Bonds and the City (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule.

IN WITNESS WHEREOF, I have executed this Rule 15c2-12 Certificate as of _____, 2023.

CITY OF SANTA PAULA

By:_____
City Manager

* *Preliminary, subject to change.*

EXHIBIT D

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

CERTIFICATE OF FISCAL AGENT

The undersigned hereby states and certifies that the undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A. ("BNYM"), which is acting as Fiscal Agent under that certain Fiscal Agent Agreement, dated as of June 1, 2020 (the "2020 Fiscal Agent Agreement"), as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 (the "Supplemental Agreement No. 1") and by a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of November 1, 2023 (the "Supplemental Agreement No. 2" and, together with the 2020 Fiscal Agent Agreement and the Supplemental Agreement No. 1, the "Fiscal Agent Agreement"), each by and between the City of Santa Paula (the "City") and BNYM relating to the above-captioned bonds (the "Bonds") and as such, is familiar with the following facts and is authorized and qualified to certify the following facts on behalf of BNYM:

(1) BNYM is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Fiscal Agent Agreement.

(2) The Supplemental Agreement No. 2 has been duly authorized, executed and delivered by BNYM, and the Fiscal Agent Agreement is a legal, valid and binding agreement of BNYM enforceable upon BNYM in accordance with its terms.

(3) The Bonds have been authenticated by a duly authorized representative of BNYM in accordance with the Fiscal Agent Agreement.

(4) To the knowledge of the undersigned, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against BNYM or threatened against BNYM which in the reasonable judgment of the undersigned would affect the existence of BNYM or in any way contesting or affecting the validity or enforceability of the Fiscal Agent Agreement or contesting the powers of BNYM or its authority to enter into and perform its obligations under the Fiscal Agent Agreement.

(5) To the knowledge of the undersigned, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over BNYM that has not been obtained is or will be required for the authentication of the Bonds, or the consummation by BNYM of the other transactions contemplated to be performed by BNYM in connection with the authentication of the Bonds and the acceptance and performance of the

obligations created by the Fiscal Agent Agreement. BNYM is not certifying as to the compliance with any federal or state securities laws.

(6) To the knowledge of the undersigned, the execution and delivery by BNYM of Supplemental Agreement No. 2 and compliance with the terms of the Fiscal Agent Agreement will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which BNYM is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over BNYM or any of its activities or properties, or (except with respect to the lien of the Fiscal Agent Agreement) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of BNYM.

Dated: _____, 2023

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By_____
Authorized Officer

EXHIBIT E

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

CERTIFICATE OF APPRAISER

The undersigned, on behalf of Integra Realty Resources (the "Appraiser"), has prepared an "Appraisal Report" with a date of value of September 10, 2023 (the "Appraisal Report") regarding the value of parcels of real property and related improvements (the "Appraised Property") within Improvement Area A (the "Improvement Area") of City of Santa Paula Harvest Community Facilities District No. 1 (the "District") that are subject to the levy of special taxes in the City, and certifies that:

1. The assumptions made in the Appraisal Report are reasonable. The Appraisal Report fairly and accurately described, as of September 10, 2023, the market values of the Appraised Property.

2. The Appraiser is not aware of any event or act that occurred since September 10, 2023 which, in its opinion, would materially and adversely affect the conclusions as to the market value of the Appraised Property.

3. The Appraiser consents to the reproduction of the Appraisal Report as Appendix B to the Preliminary Official Statement dated _____, 2023 (the "Preliminary Official Statement"), and the Official Statement dated _____, 2023 (the "Official Statement"), each with respect to the above-referenced bonds, and to the references to the Appraiser and the Appraisal Report made in the Preliminary Official Statement and the Official Statement.

4. The Appraiser has reviewed the Preliminary Official Statement and the Official Statement, and the statements concerning the Appraisal Report and the value of the Appraised Property contained in the Preliminary Official Statement and the Official Statement are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. A true and correct copy of the Appraisal Report is attached as Appendix B to the Preliminary Official Statement and as Appendix B to the Official Statement.

6. The Appraisal Report complies with the Appraisal Standards for Land-Secured Financings issued by the California Debt and Investment Advisory Commission and dated July 2004.

Dated: _____, 2023

INTEGRA REALTY RESOURCES

By:_____
Its:_____

EXHIBIT F-1

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

LETTER OF REPRESENTATIONS OF LIMONEIRA LEWIS COMMUNITY BUILDERS

Dated: _____, 2023

Reference is made to the above-captioned bonds (the "**Bonds**"), and to the Bond Purchase Agreement (the "**Bond Purchase Agreement**") to be executed by and between the City of Santa Paula (the "**City**") and Stifel Nicolaus & Company, Incorporated (the "**Underwriter**") with respect to the Bonds. This Letter of Representations of Limoneira Lewis Community Builders, LLC, a Delaware limited liability company (the "**Developer**") is delivered pursuant to and in satisfaction of Section 8(c)(xvi) of the Bond Purchase Agreement. The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and, on behalf of the Developer, certifies as follows:

1. The Developer is duly organized and validly existing under the laws of the State of Delaware and has all requisite right, power and authority to execute and deliver this Letter of Representations of Limoneira Lewis Community Builders (the "**Letter of Representations**").

2. As set forth in the Preliminary Official Statement, the Developer is the master developer of the property within Improvement Area A (the "**Improvement Area**") of City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**") and has sold property within the Improvement Area to various merchant builders.

3. As of the date thereof, to the Actual Knowledge of the Undersigned[1], the information contained in the Preliminary Official Statement set forth under the captions "THE HARVEST AT LIMONEIRA DEVELOPMENT" and THE DISTRICT AND IMPROVEMENT AREA A (excluding the information under the caption "—Formation of the District," "—Development of Final 121 Lots (other than the first paragraph thereof)," and "—— Merchant Builders Financing Plan") (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

[1] As used in this Letter of Representations, the phrase "Actual Knowledge of the Undersigned" shall mean the actual (as opposed to constructive) knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and current employees of the Developer and its Affiliates, as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations.

4. Solely as to the limited information described in the sections of the Preliminary Official Statement indicated in Paragraph 3 above (and subject to the limitations and exclusions set forth in Paragraph 3) , the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity and shall reimburse any such indemnified party for any actual reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, insofar as and solely to the extent such losses, claims, damages, liabilities or actions arise from any untrue statement by the Developer of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by the Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any Indemnified Party, provided that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an Indemnified Party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim, or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification is owed pursuant to the above paragraph, such Indemnified Party shall promptly notify the Developer in writing; provided that the failure to notify the Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced by such failure; and provided, further, that the failure to notify the Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified the Developer thereof, the Developer shall retain counsel reasonably satisfactory to the Indemnified Party and reasonably approved thereby (who shall not, without the consent of the Indemnified Party, be counsel to the Developer) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Developer shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Developer agrees to indemnify each Indemnified

Party from and against any loss or liability by reason of such settlement or judgment to the extent set forth in the first paragraph of this Section 4. The Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is a party and to the extent indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and as to which the Developer has an obligation to indemnify such Indemnified Party, and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

5. If, between the date hereof and the Closing Date any event relating to or affecting the Developer and the status of the construction of infrastructure serving the Improvement Area, shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 3 hereof (subject to the limitations and exclusions set forth in Paragraph 3), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

6. On behalf of the Developer, the undersigned has reviewed the contents of this Letter of Representations and has had the opportunity to discuss with counsel to the Developer the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized representative of the Developer and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Developer.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company

By:_____

Name:_____

Title: Authorized Agent

EXHIBIT F-2

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

CLOSING CERTIFICATE OF LIMONEIRA LEWIS COMMUNITY BUILDERS

_____, 2023

Reference is made to City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2023 (the "**Bonds**") and to the Bond Purchase Agreement, dated _____, 2023 (the "**Bond Purchase Agreement**"), entered into in connection therewith. This Closing Certificate of Limoneira Lewis Community Builders (the "**Closing Certificate**") is delivered by Limoneira Lewis Community Builders, LLC, a Delaware limited liability company (the "**Developer**"), pursuant to the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of Limoneira Lewis Community Builders, dated _____, 2023 (the "**Letter of Representations**") or the Bond Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 3 of the Letter of Representations which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Developer or the status of the construction of the infrastructure serving the Improvement Area shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in

order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

4. The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized representative of the Developer and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Developer.

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
a Delaware limited liability company

By:_____

Name:_____

Title: Authorized Agent

EXHIBIT G-1

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

LETTER OF REPRESENTATIONS OF [BUILDER NAME]

Dated: _____, 2023

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to the Bond Purchase Agreement (the "**Purchase Agreement**") to be executed by and between the City of Santa Paula (the "**City**"), and Stifel Nicolaus & Company, Incorporated (the "**Underwriter**"), [BUILDER NAME], a _____ [limited liability company] [corporation] (the "**Landowner**") hereby represents, warrants and covenants to the City and the Underwriter as of the date hereof that:

1. The Landowner is duly organized and validly existing under the laws of the State of _____, is qualified to transact business in the State of California and has all requisite right, power and authority to: (i) execute and deliver this Letter of Representations of [BUILDER NAME] ("**Letter of Representations**"); and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area A (the "**Improvement Area**") of City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**") is held in the name of the Landowner (herein, the "Property"). Except as otherwise described in the Preliminary Official Statement, the Landowner is the party responsible for the development of the Property.

3. As of the date thereof, to the Actual Knowledge of the Undersigned[1], the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner, its Affiliates[2], ownership of the Property, the Landowner's development plan, the

[1] As used in this Letter of Representations, the phrase "**Actual Knowledge of the Undersigned**" shall mean, as of the date of this Letter of Representations, the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Landowner currently has or has obtained from (i) interviews with such current officers and current employees of the Landowner and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Landowner's current business and operations. Individuals who are no longer employees of the Landowner or its Affiliates have not been contacted.

[2] "**Affiliate**" means, with respect to the Landowner, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Landowner, and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Improvement Area and investment decision regarding the Bonds (i.e., information relevant to: (a) the Landowner's development plans with respect to the Property and ability to pay its Special Taxes on the Property prior to delinquency (to the extent the responsibility of the Landowner); or (b) such Person's assets or funds that would materially affect the Landowner's ability to develop the Property as described in the Preliminary Official Statement or to pay its Special Taxes on the Property prior to delinquency (to the extent the responsibility of the Landowner)). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms

Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, loans of such Affiliates) as set forth under the captions "THE DISTRICT AND IMPROVEMENT AREA A—Development of Final 121 Lots—[*NAME OF PROJECT*]," "—Merchant Builders Financing Plan —[*NAME OF BUILDER*]," and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—[*NAME OF BUILDER*]" (but, in all captions, excluding therefrom any information describing or summarizing all or any part of the Appraisal (as such term is defined in the Preliminary Official Statement) and (ii) information which is identified as having been provided by a source other than the Landowner), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) the Landowner and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "**Material Agreements**") to which the Landowner or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Landowner's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes prior to delinquency with respect to the Property (to the extent the responsibility of the Landowner) and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Landowner or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Landowner nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Landowner's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes prior to delinquency with respect to the Property (to the extent the responsibility of the Landowner).

6. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes for the Improvement Area pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or

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"**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. [Lennar: Due to the merger, and for purposes of this Letter of Representations, the term "Affiliate" shall exclude CalAtlantic and its direct and indirect subsidiaries.]

use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City or District under the Bond Resolution, Fiscal Agent Agreement, or any other agreements among the Landowner, an Affiliate, the City, and/or the District or to which the Landowner or an Affiliate is a party or beneficiary.

7. To the Actual Knowledge of the Undersigned, during the last five (5) years the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner in a court of law.

8. If, between the date hereof and the Closing Date any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 3 hereof (and subject to the limitations and exclusions contained in Paragraph 3), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Landowner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

9. On behalf of the Landowner, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Landowner for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Purchase Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of the Landowner and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Landowner.

[NAME OF BUILDER],
a _____ [limited liability company][corporation]

By: _____

Name: _____

Title: _____

EXHIBIT G-2

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

CLOSING CERTIFICATE OF [BUILDER NAME]

_____, 2023

Reference is made to City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2023 (the "**Bonds**") and to the Bond Purchase Agreement, dated _____, 2023 (the "**Purchase Agreement**"), entered into in connection therewith. This Closing Certificate of [NAME OF BUILDER] (the "**Closing Certificate**") is delivered by [NAME OF BUILDER], a _____ [limited liability company][corporation] (the "**Landowner**"), pursuant to the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in Letter of Representations of [NAME OF BUILDER], dated _____, 2023 (the "**Letter of Representations**") or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Landowner, and the undersigned, on behalf of the Landowner, further certifies as follows:

1. The Landowner has received the final Official Statement relating to the Bonds, dated _____, 2023 (the "**Official Statement**"). Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 3 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 3 of the Letter of Representations) relating to the Landowner, its Affiliates, ownership of the Property, the development plan with respect to the Property, the financing plan with respect to the Property, the Landowner's or Affiliates' lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the development plan or the financing plan, loans of such Affiliates) which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "**end of the underwriting period**" (as defined in the Purchase Agreement), if any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any

Affiliates of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, loans of such Affiliates) shall occur as a result of which, in the opinion of the Underwriter or counsel to the City, could cause the information under the captions of the final Official Statement indicated in Paragraph 3 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 3 of the Letter of Representations) to contain an untrue statement of material fact or to omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, the Landowner shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of the Landowner and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Landowner.

[NAME OF BUILDER],
a _____ [limited liability company][corporation]

By: _____

Name: _____

Title: _____

EXHIBIT H-1

FORM OF OPINION OF RICHMOND AMERICAN COUNSEL

_____, 2023

City of Santa Paula
970 Ventura Street
Santa Paula, California 93060

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: $_____ City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2023

Ladies and Gentlemen:

We have acted as special counsel to Richmond American Homes of Maryland, Inc., a Maryland corporation (the "**Developer**"), in connection with the issuance of the above-referenced bonds (the "**2023 Bonds**") by the City of Santa Paula (the "**City**"), for its Harvest Community Facilities District No. 1 (the "**Community Facilities District**"). All real property located within Improvement Area A (the "**Improvement Area**") of the Community Facilities District and owned by the Developer is referred to herein as the "Property." The 2023 Bonds are being sold to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"). This letter is being delivered to you pursuant to Section 3(c)(xxi) of the Bond Purchase Agreement, dated _____, 2023, between the City, acting for itself and on behalf of the Community Facilities District, and the Underwriter (the "**Purchase Agreement**").

In the course of acting as special counsel to the Developer as herein described, we have examined the following documents:

(a) Preliminary Official Statement, dated _____, 2023, prepared in conjunction with the issuance and sale of the 2023 Bonds (the "**Preliminary Official Statement**");

(b) Official Statement, dated _____, 2023, prepared in conjunction with the issuance and sale of the 2023 Bonds (the "**Official Statement**");

(c) Letter of Representations of Richmond American Homes of Maryland, Inc., dated _____, 2023, and Closing Certificate of Richmond American Homes of Maryland, Inc., dated _____, 2023 each executed by the Developer (collectively, the "**Developer Certificates**"); and

(d) Such other agreements, contracts and documents as we deemed relevant for the purposes of this letter.

In addition, we have made such factual and other inquiries and examinations as we deemed necessary for the purpose of this letter.

We call to your attention the fact that we are not general counsel to the Developer and do not represent the Developer on a continuing basis. Rather, we are representing the Developer solely in connection with its interactions with the City and the Community Facilities District in connection with the issuance of the 2023 Bonds.

Whenever we have indicated in this letter that the existence or absence of facts is indicated to be based on our knowledge, it is intended to signify that during the course of our representation of the Developer as herein described, no information has come to the attention of the lawyers in our firm actively representing the Developer in the matters described herein which would give them current actual knowledge of the existence or absence of such facts. Please be advised that only John P. Yeager and Sandra A. Galle have been so actively representing the Developer.

Except to the extent expressly set forth herein, we have not undertaken any independent investigations to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of the Developer. We have made no examination of, and express no belief or conclusion as to, title to the Property, the ability of the Developer to develop the Property (except as specifically set forth in paragraph 1 below), or the viability of the development or sale of the Property by the Developer as described in the Official Statement.

As to certain factual matters (which we have not independently established or verified), including, without limitation, the status of the development of the Property by the Developer and existing development entitlements and future development entitlements which must be obtained in order for the Developer to complete the development and sale of the Property, we have relied upon statements, certificates and other assurances of public officials and of certain officers and agents of the Developer, as well as employees and/or consultants of the Developer.

We have assumed, without inquiry or investigation, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of documents submitted to us as copies or as exhibits, and the authenticity of such originals of such latter documents.

Based solely upon and subject to the foregoing as well as to the qualifications, limitations, exclusions, exceptions, assumptions and other matters set forth herein, we are of the belief that:

1. Without having undertaken to determine independently the accuracy, completeness, or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, but based solely on (i) our limited capacity as special counsel to the Developer, (ii) the representations of the Developer and/or its employees and/or consultants, and our reliance thereon, and (iii) our review of the Preliminary Official Statement and the Official Statement, no facts had or have come to our attention during the course of our representation of the Developer as described herein which caused us to believe that the information describing Development Matters

(defined below) contained in the Relevant Sections (defined below) of the Preliminary Official Statement as of its date (_____, 2023) or as of the date of the Purchase Agreement (_____, 2023), or the Relevant Sections of the Official Statement as of its date (_____, 2023), or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, in each case, we express no belief or conclusion as to (a) any financial statements and other financial, statistical, economic or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, (b) any information about valuation, appraisals, absorption or environmental matters (other than environmental permitting) included or referenced therein, including, without limitation, any information describing or summarizing all or any part of the Appraisal (as such term is defined in the Official Statement), and (c) any information which is identified as having been provided by a source other than the Developer or any of its affiliates. For purposes of this paragraph, the term "**Development Matters**" means the Developer, its Affiliates (as defined in the Developer Certificates), ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders (if any), and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, loans of the Developer or such Affiliates); and the term "**Relevant Sections**" means the sections of the Preliminary Official Statement and the Official Statement entitled "THE DISTRICT AND IMPROVEMENT AREA A—Development of Final 121 Lots—*Richmond American—Willow,"* "THE DISTRICT AND IMPROVEMENT AREA A—— Merchant Builders Financing Plan —*Richmond American Financing Plan*," and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—Richmond American."

Our beliefs set forth in this letter are subject to the following assumptions, exceptions, qualifications, limitations and exclusions, in addition to those assumptions, exceptions, qualifications, limitations and exclusions set forth above:

A. We express no belief as to (i) any matters related to architecture, construction, engineering, or the seismic or environmental condition of the Property (except as specifically set forth in paragraph 1 above), including, without limitation, any matters relating to the handling, storage, transportation or disposal of hazardous or toxic materials, (ii) any laws, rules or regulations relating thereto, and/or (iii) any other scientific or professional field as such belief would be beyond the scope of any belief expressed herein.

B. We express no belief regarding any laws or regulations involving taxes, including without limitation, we express no belief as to the exclusion from gross income for federal income tax purposes of the interest on the 2023 Bonds, or the exemption of the interest on the 2023 Bonds from the State of California personal income taxes.

C. Except as specifically set forth in paragraph 1 above, we express no belief as to (i) compliance with the anti-fraud provisions of applicable federal and state securities or other laws, rules or regulations or (ii) the applicability or effect on the subject transaction of the securities laws of the State of California, the United States of America, including but not limited to the Securities Act of 1933, as amended, and any other jurisdiction.

D. We are licensed to practice law only in the State of California. Accordingly, the beliefs expressed herein are subject only to the internal laws (excluding laws relating to conflicts of laws) of the State of California and the federal laws of the United States of America, and assume no responsibility as to the applicability or effect of the laws of any other jurisdiction.

E. Whenever we have stated that we have assumed any matter of fact, it is intended to indicate that we have assumed such matter without making any factual, legal or other inquiry or investigation, and without expressing any belief of any kind concerning such matter.

F. This letter is furnished to you specifically in connection with the issuance of the 2023 Bonds pursuant to the terms of the Purchase Agreement, and solely for your information and benefit. It may not be utilized, relied on, quoted or distributed to any other person by you in any other connection, and it may not be utilized, relied on or quoted by any other person for any purpose, without in each instance our express prior written consent; provided, however, a copy may be included in the transcript of the proceedings for the 2023 Bonds.

G. The beliefs expressed herein are given on the date hereof and are based on the facts (as we know, believe or have assumed them to be) and law as in effect on the date hereof. We undertake neither to supplement or update this letter nor undertake to advise you or any other party if there is a change in law or if new facts come to our attention subsequent to the date hereof which may affect the beliefs expressed above and/or which may cause us to amend any portion of this letter in full or in part. If future acts or omissions of the parties may serve to modify, alter or change the circumstances under which the beliefs herein were rendered, our beliefs set forth in this letter shall remain as if such future acts or omissions did not occur. Also, actions, conduct or omissions by a party may create a situation of waiver, estoppel or novation which would supplant the beliefs set forth in this letter.

Very Truly Yours,

O'NEIL LLP

EXHIBIT H-2

FORM OF OPINION OF COUNSEL TO LENNAR

_____, 2023

City of Santa Paula
970 Ventura Street
Santa Paula, California 93060

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: $_____ City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2023

Ladies and Gentlemen:

We have acted as special counsel to Lennar Homes of California, LLC, a California limited liability company (the "**Developer**"), in connection with the development of certain property owned by the Developer located within the boundaries of City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) (the "**Community Facilities District**") and in connection with the issuance by the Community Facilities District of the City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2023 (the "**Bonds**"). The Bonds are described in that certain Preliminary Official Statement dated _____, 2023 (the "**Preliminary Official Statement**") and that certain Official Statement dated _____, 2023 (the "**Official Statement**").

The Bonds are being sold to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"), pursuant to that certain Bond Purchase Agreement, dated _____, 2023 (the "**Bond Purchase Agreement**"), by and between the Underwriter and the Community Facilities District. This letter is provided for the benefit of the City of Santa Paula (the "**City**") and the Underwriter pursuant to Section 8(c)(xxi) of the Bond Purchase Agreement.

We advise you that we are not general counsel to the Developer and do not represent the Developer on a continuing basis. Rather, we represent the Developer as requested from time to time on specific matters.

The primary purpose of our professional engagement was not to establish or confirm factual matters or quantitative information. We are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements. However, in our capacity as special counsel to the Developer, we reviewed those sections of the Preliminary Official Statement and the Official Statement described below and we participated in conferences with representatives of the Developer, the Underwriter, Jones Hall, as Bond Counsel and as Disclosure Counsel, and

others, during which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. We have reviewed only the electronic version of the Preliminary Official Statement and the Official Statement delivered to Robert M. Haight, Jr. (robert.haight@hklaw.com) on _____, 2023 and _____, 2023, respectively, from _____ (the "**Official Electronic Versions**"), and we assume that any printed version and all other electronic versions of the Preliminary Official Statement and the Official Statement are identical in all respects to the respective Official Electronic Versions. Our statements herein with respect to the Preliminary Official Statement and the Official Statement do not pertain to any printed or electronic version of the Preliminary Official Statement or the Official Statement that is not identical in all respects to the respective Official Electronic Versions. We also reviewed certain written statements of officers and other representatives of the Developer and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review, and reliance as described above, we advise you that no information came to the attention of the lawyers in our firm rendering legal services in connection with such representation that caused us to believe that the statements contained in the Preliminary Official Statement, as of its date (except as updated in the Official Statement), and the Official Statement, as of its date and as of the date hereof, relating to Developer, its Affiliates (as defined in the Letter of Representations of Lennar dated _____, 2023), ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, loans of such Affiliates) as set forth under the captions "THE DISTRICT AND IMPROVEMENT AREA A—Development of Final 121 Lots—*Lennar Homes – Lavendar*," "—Merchant Builders Financing Plan —*Lennar Homes Financing Plan*," and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—Lennar Homes" (but, under all captions, excluding any information cited as coming from a source other than the Developer, and excluding any information regarding any appraisal, any absorption study, and market value ratio and annual special tax ratio, and except that no belief or view is expressed as to (a) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contains any untrue statement of a material fact or omitted or omits a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, "**attention**" refers to the conscious awareness of each of the lawyers in our firm who actively participated in rendering legal services in connection with such representation and "**believe**" refers to the actual, subjective, good faith belief of each of those lawyers. Please be advised that only Robert M. Haight, Jr. has rendered such legal services in connection with such representation.

We express no view or belief as to the applicability or effect on the subject transaction of the securities laws of the State of California or of the United States of America, including but not limited to the Securities Act of 1933, as amended.

No attorney-client relationship has existed or exists between our firm and the Community Facilities District, the City, or the Underwriter in connection with the Bonds or by virtue of this letter. This letter is delivered as of the date hereof and is furnished solely for the benefit of the addressees in connection with the subject transaction and may not be relied upon for any other purpose or furnished to, used, circulated, quoted, or referred to by any other person without our prior

written consent. This letter is not intended to, and may not, be relied upon by any owners of the Bonds.

Our engagement with respect to this matter has terminated as of the date hereof, and we do not undertake to advise you of any matters that may come to our attention subsequent to the date hereof that may affect the statements set forth herein.

This letter is limited to the matters expressly set forth herein, and no belief or assurance is implied or may be inferred beyond the matters expressly stated herein.

Sincerely yours,

HOLLAND & KNIGHT LLP

EXHIBIT I

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

CERTIFICATE OF SPECIAL TAX CONSULTANT AND CFD ADMINISTRATOR

Willdan Financial Services (the "**Special Tax Consultant**") is the Special Tax Consultant for City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**") and has read the Rate and Method of Apportionment of Special Tax (the "**Rate and Method**") for Improvement Area A of the District set forth in Appendix A to the Preliminary Official Statement dated _____, 2023 (the "**Preliminary Official Statement**") and the Official Statement dated _____, 2023 (the "**Official Statement**") relating to the above-referenced bonds (the "**Bonds**"). The Special Tax Consultant hereby certifies that the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method would be sufficient to pay the Administrative Expenses (as defined in the Rate and Method) and the scheduled debt service on the above-captioned bonds, provided that the annual debt service figures on the debt service schedule included in the Official Statement, which were relied upon by the Special Tax Consultant, are substantially true and correct.

The summary of the Rate and Method in the section of the Official Statement entitled "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Special Tax Methodology" is a fair and accurate summary of the Rate and Method, and a true and correct copy of the Rate and Method is attached to the Official Statement as Appendix A. All of the tabular and financial information provided by the Special Tax Consultant and included in the Preliminary Official Statement and the Official Statement is true and correct in all material respects.

Dated: _____, 2023

WILLDAN FINANCIAL SERVICES

By:_____
Its:_____

EXHIBIT J

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2023

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2023, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund.***

The establishment of the Reserve Fund for the Bonds in the amount of the Reserve Requirement (as such term is defined in the Fiscal Agent Agreement, dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 and by a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of _____ 1, 2023 (together, the "Fiscal Agent Agreement"), each by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent (the "Fiscal Agent") pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms***.

(a) "*General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) "*Hold-the-Offering-Price Maturities*" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "*Holding Period*" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2023), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Santa Paula, California.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2023.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Tax Certificate for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, a Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____

Name: _____

By: _____

Name: _____

Dated: _____, 2023

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: ESTABLISHMENT OF A DEPUTY CITY MANAGER POSITION

Date: November 1, 2023

Agenda Item: 11.B

RECOMMENDATION:

It is recommended the City Council:

1. Adopt Resolution 7491, removing the Assistant City Manager (ACM) position from the adopted Position Control List and establish a new Deputy City Manager (DCM) job specification with a corresponding salary at Range 113, within the City's adopted compensation schedule.

Presented by: Dan Singer, City Manager

BACKGROUND:

At a budget workshop on May 17, the Council reviewed various contract and consulting services the City utilizes to complement the work of City staff. At that workshop, Council encouraged staff to look more closely at these relationships in advance of the July 1 budget cycle. Within the City Manager's office, in the last fiscal year, specialized services were contracted to perform public relations services, lobbying efforts, and grant writing assistance. Due to the short time-frame between the May 17 workshop and the budget hearings in June, staff was unable to complete an analysis on these services, and as a result, the City Manager's budget was left essentially status quo. Staff promised to return to Council with further recommendations on the noted contract services, the use of our Lead for America Fellowship program and/or other staffing options, and the division of responsibilities in continuing to pursue critical Council initiatives, notably associated with the Council's Strategic Plan.

On September 6, 2023, the City Manager brought to Council a report intended to respond to Council's request and seek Council's authorization to modify staffing levels while minimizing contract services in a budget-neutral manner. At that meeting, Council requested the City Manager return with additional information related to the proposed changes. This report is intended to address Council's concerns and requests and to provide a broader context for the recommendations.

ANALYSIS:

HISTORICAL CONTEXT

In 2019, the City Manager's department was comprised of the City Manager, an Assistant City Manager (ACM), City Clerk and Executive Assistant. When the ACM resigned, the City Manager asked Council to unfund the ACM position in exchange for funding a Management Analyst (MA) position and outsourcing public relation services. The MA position was tasked with responsibilities for public information, legislative advocacy, special projects and the Council's Strategic Plan. Economic Development and real estate transactions, which had been a core responsibility of the ACM position, were transferred to the Community Development Department. While unfilled, the position of ACM has remained on the position control list in the event a move back to the CM/ACM structure became desirable.

Since the time of the restructuring and the hiring of the MA in October 2020, the MA has taken on additional initiatives, notably in the areas of grant writing and lobbying, but also in broadening the City's economic development initiatives in coordination with the Community & Economic Development Department. The MA has been a key player in tackling new initiatives and the Council's Strategic Plan oversight. In addition, beginning in July of 2021, the City became a participating member of the Lead for America Fellowship program. Our Fellows have been instrumental in expanding our media and outreach efforts, working with other departments on supporting various initiatives, and focusing on programs and projects contained in the Strategic Plan.

ORGANIZATION SUPPORT STRUCTURE

As our organization and the community continue to grow, it is important to ensure the City has staff in the appropriate leadership positions to help move our organization forward. The chart below summarizes the organizational structure of all cities within Ventura County and neighboring cities outside of the County, related to the Assistant or Deputy City Manager (DCM) position, showing how Santa Paula compares. Of note, Santa Paula is currently the only City in Ventura County without an active ACM or DCM position.

City	Population	ACM	DCM
Oxnard	201,155	2	0
Simi Valley	125,196	1	0
Thousand Oaks	123,196	1	1
Ventura	108,955	1	1 (Vacant)
Camarillo	70,886	1	0
Moorpark	35,957	1	0
Goleta	32,855	1	0
Santa Paula	30,944	1 (Unfunded)	0
Port Hueneme	21,380	0	1
Agoura Hills	19,825	1	1
Fillmore	16,667	1	0
Carpinteria	13,122	1	0
Westlake Village	7,845	0	1 (Vacant)
Ojai	7,542	1	0

Adding an additional member to the City's Executive Management group expands the City's executive function, responsiveness to Council and the public, and provides support to the City Manager, other departments, and outside agencies. Over time, funding an ACM or DCM also supports succession planning and grows capacity within the City Manager's office.

ORGANIZATIONAL HIERARCHY

For the City, creating a DCM position is more appropriate than maintaining the ACM position at this time. Unlike the ACM, the DCM will not supervise members of the Executive Team, nor have sole responsibility for the City's property management or economic development efforts. Rather, it is proposed the DCM would supervise and oversee our Lead for America Fellowship program, which has grown steadily and successfully since 2021. The DCM may also supervise part-time and contract employees either within the Administration Department or as requested by Executive Team members. Existing positions within the City Manager's Office may be assigned to the DCM at a future time. All employees of the City will continue to have the same access to the City Manager as they currently do. All members of the Executive Team, including the DCM, will report to the City Manager as outlined in the attached organization chart, Exhibit B.

DCM VS MA RESPONSIBILITIES

The City Manager is seeking Council support to establish a Deputy City Manager position within the City Manager's Office. If approved, the Management Analyst and the ACM position would be eliminated. The breadth of responsibilities is described in the new DCM job specification attached to Resolution 7491 (Exhibit A), but graphically illustrated below as compared with the Management Analyst position. It should be noted the job specification was modified from the version Council saw on September 6, and now reflects a number of comments made by members of the Council at that meeting.

Management Analyst	**Deputy City Manager**
Public Information Officer	Public Information Officer
Community Engagement	Community Engagement
Legislative Advocacy & Lobbying Efforts	Legislative Advocacy & Lobbying Efforts
Website Content Management	Website Content Management
Manages grant writing contract	Oversees grant writing, research and monitoring
Strategic Planning and Implementation	Strategic Planning and Implementation
Special Projects & Initiatives	Special Projects & Initiatives
Coordinates Lead for America Program	Supervises Lead for America Program & 3 Fellows
Assists with Economic Development Initiatives	Employee Engagement (in collaboration w/HR)
	Emergency Management (in collaboration with the Emergency Services Coordinator & Police)
	Economic Vitality (alongside Econ Development - See Exhibit C)
	Assist activities of the City Clerk

The City Manager's Office is central to the organization, supporting the City Council, various committees, special projects and initiatives, and all other City departments. It is anticipated that the DCM position will:

- Work closely with multiple departments in pursuing greater outreach and community engagement as well as strategically tracking and applying for grants and appropriations.
- Collaborate with Human Resources to oversee cultural and organizational projects and initiatives aimed at enhancing the workplace experience for our employees, including greater onboarding and succession planning.
- Enhanced Economic Development through a collaboration with the Community & Economic Development Department, who would oversee the more technical and transactional permit and growth-related development, versus the more relational side of economic vitality, as depicted in Exhibit C, attached.
- Support the new Emergency Services Coordinator on outreach and preparedness efforts aimed at enhancing readiness in our community and backing public safety during emergencies as our PIO.
- Actively manage our Lead for America Fellowship program, including the direct assignment, training, mentoring, and evaluating of our Fellows. Beginning in 2021, the City entered a relationship with Lead for America for one local Fellow, essentially increasing the City Manager's Office capacity with 40 hours per week of assistance and project work at an annual cost of only $20,000. In 2022, through a partnership with the Chamber of Commerce and PBID, the City hired two Fellows for around 70 hours per week of assistance (for $35,000) and this year (2023), the program was again expanded to three Fellows working 110 hours per week (for $50,000).

The expansion of the Fellowship program, utilizing local college students or graduates, has been made possible due to the reduction of costs associated with bringing in-house most of our outreach efforts. The Fellows help manage our social media posts, update our website, and assist with press releases and community workshops. Looking forward, it is proposed the City would keep the federal advocacy contract and reduce the public relations services, funding the Fellowship program instead. Additionally, the grant writing contract has been eliminated due to inefficiencies and overall results with the previous grant writing firm, thus grant writing being brought back in-house. As a result, the cost savings are proposed to augment the higher costs of a DCM position over the MA position and allow for a second full-time Fellow, in addition to the Chamber and PBID Fellow, bringing the total annual fellowships to three. One Fellow will work with the DCM on strategic planning initiatives, grants, and special projects, while the second Fellow will focus on communications, Channel 10 content, media posts and press releases. Therefore, given the expanded breadth of responsibilities and supervisory commitments taken on within the City Manager's office this past year and moving forward, the MA position is simply no longer appropriate.

COUNCIL CONCERNS

At the September 6 Council meeting a number of concerns were expressed by the Council which are now addressed below.

<u>Employee Engagement and Morale</u>

Council suggested having staff look into an ombudsperson program and to conduct another employee engagement survey as the last one was conducted in 2018, notwithstanding a cultural assessment which was performed in 2021. Employee morale and engagement are supported in Council's Strategic Plan and are notable goals of the City Manager. In fact, despite setbacks experienced during the pandemic for employees, the City Council on April 21, 2021 adopted a Resolution focused on establishing guidelines for employee enrichment, recognition, training and appreciation.

Enhancing and enriching the experience all of our employees have while working for Santa Paula is of paramount value and importance. Yet achieving greater employee engagement takes vision, input and time, the latter of which our Human Resources Division doesn't have much of. As noted in the DCM job description, the DCM will work with HR to develop options to establish an ombudsperson program and to explore means of greater employee feedback in addition to various initiatives aimed at increasing our employee's experience working for us. Under this scenario an employee survey can be developed and implemented.

Over-taxing one position

A concern was raised that too much work and responsibilities may be given to one individual based on the proposal Council considered on September 6; an issue clearly worth avoiding. As further articulated above, however, the difference in the MA position, with no expectation for supervision over staff, is that the DCM will be an executive position, focused on project delivery and supervision, rather than being tasked with doing the bulk of the work. Overseeing up to 110 hours per week of skilled labor should allow significant progress to be made in the areas of responsibility identified with the DCM position.

Internal Open Recruitment

At the September 6 Council meeting, the proposal to treat this as an internal promotion was met with concerns by members of the Council. While past promotions, reclassifications and newly created positions have been handled in a variety of manners, given the newness of the DCM position requested of Council, it would be appropriate to open the position to any qualified interested employees within our organization. As such, an internal open recruitment is anticipated, pending Council's approval of the position.

STRATEGIC PLAN:

Approval of this item supports City Council's two-year Strategic Plan goal of providing excellent service to the community in a cost-effective manner with an engaged workforce with a focus on continuous improvement and outstanding customer service under Section G. Operational Excellence. Additionally, this item supports several objectives in the Plan including Section G, Objective #3 - Employee Enrichment - Develop programs around employee retention, engagement, and succession planning and Section G, Objective #6 - Staffing - Develop a staffing augmentation plan.

FISCAL IMPACTS:

The City currently pays $78,000 for state and federal advocacy efforts, and $25,000 for public and media relations services and ad-hoc PR requests. The PR contract was reduced by $19,000 with the bulk of the services being pulled in-house utilizing our Public Information Officer and our Fellows. $42,000, which was set aside for grant writing services was eliminated with those services now conducted in-house.

On a short-term (two-year) basis, the recommended changes are cost-neutral and within the adopted budget. For comparison purposes, those costs would look as follows:

	Recent Budgeted Costs	Recommended Costs
Management Analyst:	$92,176	$ 0
Deputy City Manager:	$ 0	$117,062
Additional benefits associated with DCM position:	$ 0	$ 7,376
PR Contract:	$25,000	$25,000
Grant Writing Contract:	$42,000	$ 0
Lobbying Contract:	$78,000	$78,000
Fellowship Program:	$20,000	$35,000
Total:	**$257,176**	**$262,438**

Council allocated $10,000 in one-time ARPA funds for our fellowship program which wasn't required by Lead for America this past year. Utilizing those funds this fiscal year for the additional fellow will result in the costs of the restructuring coming in at $252,438 and within the adopted budget of $257,176. Any budget savings would be put towards added public relations services or hiring someone to assist with complex writing assignments, if necessary. On a long-term basis, once the position of DCM achieves top step in the salary range (or an additional $27,536 on top of the increases listed above), more significant cost reductions in contractual services or reducing one Fellow position could be required, if the City Manager Department budget were needing to remain fiscally flat.

OPTIONS:

The Council has authority over the City's position control list and the establishment of job titles and specifications. While this request is within the organizational structure which has existed in Santa Paula over the years, it is at the Council's full discretion whether or not to support the City Manager's recommendations. The Council therefore has the following options:

1. Council could establish the DCM position in place of the MA position in the City Manager's Office, thereby just reclassifying the position.
2. Council could request the City Manager leave the Assistant City Manager position in place and/or could ask staff to return with other options.

ATTACHMENTS:

Exhibit A - Resolution_No._7491.docx
Exhibit A to Resolution No. 7491 - DCM Job Classification.docx
Exhinit B to Resolution 7491 - Proposed Salary Schedule and Position Control List.pdf
Exhibit B - Organization Chart.pdf

Exhibit C - Economic Development Graphic.png

RESOLUTION NO. 7491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ESTABLISHING A NEW DEPUTY CITY MANAGER CLASSIFICATION AND SALARY RANGE, ELIMINATING THE ASSISTANT CITY MANAGER CLASSIFICATION AND AMENDING THE ADOPTED 2023-25 POSITION CONTROL LIST AND SALARY SCHEDULES

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

SECTION 1: The City Council considered, reviewed and authorizes the City Manager's recommendation regarding the reorganization of the City Manager's Office and corresponding amendments to the adopted 2023-25 position control list and salary schedule.

SECTION 2: The City Council creates the new classification of Deputy City Manager (Job Class Code 113), job description attached as **Exhibit A,** and establishes the annual salary range as set forth below.

Annual Salary	Step 01	Step 02	Step 03	Step 04	Step 05
Deputy City Manager	$117,062.40	$122,928.00	$129,084.80	$135,553.60	$142,334.40

SECTION 3: The City Council eliminates the classification of Assistant City Manager (Job Class Code 110) from the City's position control list and salary schedule.

SECTION 4: The City Council amends the 2023-25 positions list and salary schedule, as respectively shown in **Exhibit B**.

SECTION 5: This Resolution will become effective the first full pay period following adoption and will remain effective unless repealed or suspended.

PASSED AND ADOPTED this 1st of November 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

_____
Daniel Singer, City Manager

Job Class: Executive Management/Confidential
Job Code: 01-113
FLSA Status: Exempt

EXHIBIT A

Job Class: Executive Management/Confidential
Job Code: 01-113
FLSA Status: Exempt

CITY OF SANTA PAULA, CALIFORNIA

DEPUTY CITY MANAGER

JOB DEFINITION: Under general administrative direction, provides assistance and support to the City Manager including analyzing and implementing policies and procedures; oversees intergovernmental relations in the areas of service delivery and legislative issues; manages and coordinates programs and activities of economic vitality with the City Manager's Office and the Community and Economic Development Department; provides highly responsible and complex administrative support to the City Manager, City Council and Department Heads.

This position is designated as "at-will", serving at the pleasure of the City Manager, and subject to discharge without notice and right of appeal.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth to address business needs and changing business practices.

- Provide assistance and support to the City Manager; analyze and implement policies and procedures; assists in the preparation and oversight of the City Manager's budget.

- Participate with the City Manager in framing Council's vision and strategies for accomplishing organizational initiatives.

- Represents the City's interest and position before legislative and rule-making authorities at all levels of government; review and analyze legislation for impact on the City; work with legislators to develop or influence legislation; recommend policies and procedures; advocates on federal and state legislation that impacts the City's business community.

- As designated by the City Manager, maintains communication with other jurisdiction officials to coordinate regional issues and represent the City; serve as liaison with Department Heads, City Council, City Manager and other external agencies.

- Supports the City Manager with City Council, employee and resident group discussions, work sessions and meetings; makes presentations on various projects or issues to the City Council, commissions, or other internal or external agencies or organizations; keeps the City Manager informed about projects and issues of importance to Council.

- Oversees public communications and community engagement; works with departments to provide a high level of customer service to the community; resolves difficult and/or complex citizen complaints on behalf of the City Manager and/or City Council.

- Designated as the Public Information Officer (PIO) for the City; coordinates the release of media, public and incident-related information; manages and participates in the writing

of press releases, newsletters and special publications concerning the City or community issues for distribution to the media; may serve as a spokesperson for the City.

- Serves as the City website content manager and establishes policies and standards related to the website.

- Designs and implements marketing strategies and outreach materials to ensure public exposure to program offerings through print publication design, website editing, social media, e-newsletters, and other applicable mediums.

- As designated by the City Manager, serves as project manager for a variety of special initiatives; facilitates project activities and resolve problems; develops and submits project reports to the City Manager and City Council, as needed.

- Manages and coordinates programs and activities of economic vitality with the Community and Economic Development Department including support, education, resources and opportunities for businesses; work with the Chamber of Commerce to develop and grow business assistance programs; perform complex research and analysis related to City revenue and tax analytics.

- In collaboration with the Community and Economic Development Department, acts as liaison between the City, Chamber of Commerce, Property Business Improvement District (PBID), tourism bureau, and the private sector for business vitality, retention, expansion and attraction; coordinates contracts and activities to meet the City's tourism goals.

- Oversees Lead for America Fellowship Program and coordinates the work of fellows assigned to the City.

- Assists Human Resources in developing employee initiatives; helps promote employee engagement through recognition, communication, surveys, newsletters and developing a culture that is consistent with the City's mission, vision and core values.

- Oversees federal and state grant opportunities, including forecasting future grant strategies, supporting City departments in grant applications and tracking and monitoring grant program and awards including, but not limited to, grants supporting economic vitality and the Federal Emergency Management Administration (FEMA).

- In collaboration with the Emergency Services Coordinator, responds to significant emergency situations; gathers, verifies, coordinates, and disseminates meaningful and timely information about the incident to the public and city departments.

- Assists in coordinating the activities of the City Clerk's Office including agenda preparation, coordination of meetings, ballot measures and public records requests.

- Performs related duties as assigned.

Job Class: Executive Management/Confidential
Job Code: 01-113
FLSA Status: Exempt

MINIMUM QUALIFICATIONS – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education: A Bachelor's Degree from an accredited college or university with major course work in public administration, business administration or a related field. A Master's degree in a related field is desirable.

Experience: Three years of increasingly responsible administrative and analytical experience within a local government environment.

License; Certificates; Special Requirements: A valid class C California driver's license.

Knowledge of: Organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities; principles, practices, and techniques of public administration and local government administration; Principals and practices of program development and administration; principles and practices of municipal budgeting preparation and finance, and contract administration; principles, practices, methods, and techniques of conducing community and media relations, public information, including public outreach and marketing strategies; operational characteristics, services, and activities of an Economic Development program; economic development incentive and financing methods, trends and practices; business retention and recruitment principles and strategies; operations, services and activities of an office administrative support program; Functions of public agencies, including the role of an elected Council and appointed boards and commissions; rules and procedures governing the notice and conduct of public meetings; pertinent federal, state, and local laws, codes and regulations; research and reporting methods, techniques and procedures; communication techniques used to gather, evaluate and transmit information; written communication techniques for report writing and preparing correspondence, policies and procedures; oral presentation techniques and practices; and modern office procedures, methods and computer equipment and applicable software.

Ability to: Plan, organize and carry out a full range of administrative and analytical assignments from the City Manager with minimal supervision and direction; perform difficult and complex analysis and research on a variety of administrative topics, identify alternatives solutions, projects consequences of proposed actions, and implement recommendations in support of goals; analyze, interpret, summarize and present administrative and technical information and data in an effective manner; prepare clear, concise, comprehensive administrative, financial and technical reports; identify and respond to sensitive community, organizational, and City Council issues, concerns and needs; respond to inquiries or complaints from customers, regulatory agencies, or members of the business community; read and interpret complex data, information and documents; understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; understand, interpret, explain and apply applicable federal, state and local policies, laws and regulations; communicate effectively both orally and in writing; establish and maintain effective relationships with City officials, employees, representatives from other agencies and the public; exercise good judgement, flexibility, creativity, and sensitivity in response to changing situations and needs; work well under pressure to meet deadlines.

Job Class: Executive Management/Confidential
Job Code: 01-113
FLSA Status: Exempt

Physical and Environmental Demands

Prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities; grasping, repetitive hand movement, and fine coordination in preparing reports and other communications and entering data using a computer. Additionally, the position requires near vision in reading on the computer, and acute hearing is required when providing phone service and communicating in person. The need to lift, drag, and push files weighing up to 25 pounds also is required.

Summary of Funded Positions - Full Time Equivalents

Position	FY23-24 Proposed	FY24-25 Proposed
CITY MANAGER		
City Manager	1	1
Admin Secretary/City Clerk	1	1
Deputy City Manager	1	1
Management Analyst	-	-
Executive Assistant	1	1
Human Recources Administrator	1	1
Human Resource Analyst	1	1
HR Technician	1	1
Chief Technology Officer	1	1
IT Analyst	1	1
Department Total	**9.00**	**9.00**
Parks and Recreation		
Parks and Recreation Director	1	1
Recreation Supervisor	1	1
Administrative Assistant	1	1
Parks and Facilities Supervisor	1	1
Facility Maintenace Worker I	2	2
Facility Maintenace Worker II	3	3
Lead Park and Abatement Specialist	1	1
Recreation Program Coordinator	3	3
Nutrition Coordinator*	0.70	0.70
Facility Attendant*	2.16	2.16
Park Abatement Specialist*	2.31	2.31
Recreation Leader**	4.72	4.72
City Corp Trainee***	3.38	3.38
Administrative Analyst I	0.85	1
Custodian	2	2
Department Total	**29.12**	**29.27**
FINANCE		
Finance Director	1	1
Assistant Finance Director	1	1
Payroll Specialist	1	1
Accountant	2	2
Accounting Specialist	3	3
Customer Service Representative	2	2
Department Total	**10**	**10**
COMMUNITY AND ECONOMIC DEVELOPMENT		
Community & Economic Dev Director	1	1
Planning & Economic Dev Manager	1	1
Chief Building Official	1	1
Code Enforcement Inspector	1	1
Assistant Planner/GIS Analyst	1	1
Associate Planner	1	1
Community Development Technician	1	1
Permit Technician	1	1
Building Inspector I	1	1
Community Development Specialist	1	1
Administrative Analyst I	1	1
Management Analyst	1	1
Department Total	**12**	**12**

Position	FY23-24 Proposed	FY24-25 Proposed
POLICE		
Police Chief	1	1
Police Commander	2	2
Police Sergeant	6	6
Senior Police Officer	7	7
Police Officer	16	16
Public Safety Dispatch Supervisor	1	1
Public Safety Dispatch Clerk	5	5
Sr. Records Supervisor	1	1
Community Services Officer	2	2
Community Services Officer*	0.61	0.61
Evidence & Property Technician	1	1
Records Technician	2	2
Animal Services Coordinator	1	1
Emergency Services Coordinator	1	1
Police Cadet*	0.96	0.96
Secretary II*	-	-
Police Reserves	-	-
Executive Assistant	0.80	0.80
Department Total	**48.37**	**48.37**
PUBLIC WORKS		
Public Works Director	1	1
Assistant Public Works Director	1	1
Management Analyst	1	1
Administrative Analyst I	2	2
Administrative Analyst II	1	1
Associate Engineer	1	1
Permit Technician	1	1
Water Operations Superintendent	1	1
Street Maintenance Leadworker	1	1
Maintenance Worker I	1	1
Maintenance Worker II	3	3
Fleet Supervisor	1	1
Mechanic II	2	2
Water System Operator I	-	-
Water System Operator II	7	7
Water System Operator III	3	3
Water System Operator IV	2	2
Department Total	**29**	**29**
Non-Departmental		
Intern***	0.48	0.48
FULL TIME EQUIVALENT POSITIONS	**137.97**	**138.12**

** Part Time*

*** Seasonal (Rec Leaders include seasonal and year round)*

ELECTED/APPOINTED OFFICIALS		
Mayor & Councilmembers	5	5
Planning Commissioners	5	5

FY 2023/24 SALARY SCHEDULE

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
100	CITY MANAGER	102.93	-	-	-	-	214,094.40	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	58.31	61.23	64.30	67.52	70.90	121,284.80	127,358.40	133,744.00	140,441.60	147,472.00
103	PARKS & RECREATION DIRECTOR	61.05	64.11	67.32	70.69	74.23	126,984.00	133,348.80	140,025.60	147,035.20	154,398.40
106	PLANNING DIRECTOR	63.10	66.26	69.58	73.06	76.72	131,248.00	137,820.80	144,726.40	151,964.80	159,577.60
107	FINANCE DIRECTOR/CITY TREASURER	62.30	65.42	68.70	72.14	75.75	129,584.00	136,073.60	142,896.00	150,051.20	157,560.00
108	PUB WORKS DIR/CITY ENGINE	69.04	72.50	76.13	79.94	83.94	143,603.20	150,800.00	158,350.40	166,275.20	174,595.20
109	POLICE CHIEF	70.85	74.40	78.12	82.03	86.14	147,368.00	154,752.00	162,489.60	170,622.40	179,171.20
110	ASSISTANT CITY MANAGER	69.44	72.92	76.57	80.40	84.42	144,435.20	151,673.60	159,265.60	167,232.00	175,593.60
111	CHIEF TECHNOLOGY OFFICER	58.97	61.92	65.02	68.28	71.70	122,657.60	128,793.60	135,241.60	142,022.40	149,136.00
113	DEPUTY CITY MANAGER	56.28	59.10	62.06	65.17	68.43	117,062.40	122,928.00	129,084.80	135,553.60	142,334.40
202	ASSISTANT FINANCE DIRECTOR	46.09	48.40	50.82	53.37	56.04	95,867.20	100,672.00	105,705.60	111,009.60	116,563.20
205	POLICE COMMANDER	59.05	62.01	65.12	68.38	71.80	122,824.00	128,980.80	135,449.60	142,230.40	149,344.00
207	ASSISTANT PUB WORKS DIRECTOR	56.28	59.10	62.06	65.17	68.43	117,062.40	122,928.00	129,084.80	135,553.60	142,334.40
208	CHIEF BUILDING OFFICIAL	43.37	45.54	47.82	50.22	52.74	90,209.60	94,723.20	99,465.60	104,457.60	109,699.20
209	ASSISTANT POLICE CHIEF	64.25	67.47	70.85	74.40	78.12	133,640.00	140,337.60	147,368.00	154,752.00	162,489.60
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING MANAGER	48.37	50.79	53.33	56.00	58.80	100,609.60	105,643.20	110,926.40	116,480.00	122,304.00
215	WATER OPERATIONS SUPERINTENDENT	52.54	55.17	57.93	60.83	63.88	109,283.20	114,753.60	120,494.40	126,526.40	132,870.40
258	PLANNER, ASSISTANT/GIS ANALYST	31.81	33.41	35.09	36.85	38.70	66,164.80	69,492.80	72,987.20	76,648.00	80,496.00
259	ENGINEERING TECH. SR.	32.61	34.25	35.97	37.77	39.66	67,828.80	71,240.00	74,817.60	78,561.60	82,492.80
263	PLANNER, ASSOCIATE	36.04	37.85	39.75	41.74	43.83	74,963.20	78,728.00	82,680.00	86,819.20	91,166.40
265	MANAGEMENT ANALYST	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
268	ACCOUNTANT	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
272	WATER SUPERVISOR	35.97	37.77	39.66	41.65	43.74	74,817.60	78,561.60	82,492.80	86,632.00	90,979.20
273	PURCHASING AGENT	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
274	SR. RECORDS SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
275	ADMINISTRATIVE ANALYST I	23.90	25.10	26.36	27.68	29.07	49,712.00	52,208.00	54,828.80	57,574.40	60,465.60
276	RECREATION SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
277	PARKS & FACILITIES SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
278	FLEET SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
279	STREETS MAINTENANCE SUPERVISOR	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
280	ADMINISTRATIVE ANALYST II	29.88	31.38	32.95	34.60	36.33	62,150.40	65,270.40	68,536.00	71,968.00	75,566.40
281	ASSOCIATE ENGINEER	42.50	44.63	46.87	49.22	51.69	88,400.00	92,830.40	97,489.60	102,377.60	107,515.20
282	EMERGENCY SERVICES COORDINATOR	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
283	CITY CLERK	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
301	CUSTODIAN	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
302	CUST SERVICES REP	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
304	WATER DISTRIBUTION OPERATOR I	23.98	25.18	26.44	27.77	29.16	49,878.40	52,374.40	54,995.20	57,761.60	60,652.80
309	ADMINISTRATIVE ASSISTANT	20.05	21.06	22.12	23.23	24.40	41,704.00	43,804.80	46,009.60	48,318.40	50,752.00
311	ANIMAL SERVICES COORDINAT	20.95	22.00	23.10	24.26	25.48	43,576.00	45,760.00	48,048.00	50,460.80	52,998.40
313	SR. ADMINISTRATIVE ASST.	21.05	22.11	23.22	24.39	25.61	43,784.00	45,988.80	48,297.60	50,731.20	53,268.80
314	WATER DISTRIBUTION OPERATOR II	25.17	26.43	27.76	29.15	30.61	52,353.60	54,974.40	57,740.80	60,632.00	63,668.80
315	MECHANIC I	21.27	22.34	23.46	24.64	25.88	44,241.60	46,467.20	48,796.80	51,251.20	53,830.40
318	WATER TREATMENT/PROD OPERATOR I	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
320	WATER TREATMENT/PROD OPERATOR II	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
321	WATER DIST OPERATOR III	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
322	LEAD WATER DIST OPERATOR	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
323	BUILDING INSPECTOR I	24.94	26.19	27.50	28.88	30.33	51,875.20	54,475.20	57,200.00	60,070.40	63,086.40
324	MECHANIC II	26.63	27.97	29.37	30.84	32.39	55,390.40	58,177.60	61,089.60	64,147.20	67,371.20
325	WATER DIST WORKER IV	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
326	BUILDING INSPECTOR II	30.30	31.82	33.42	35.10	36.86	63,024.00	66,185.60	69,513.60	73,008.00	76,668.80
328	ENGINEERING TECH/INSPECTO	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
329	SENIOR ACCOUNTING TECHNIC	22.25	23.37	24.54	25.77	27.06	46,280.00	48,609.60	51,043.20	53,601.60	56,284.80
330	EQUIPMENT MAINT LEADWORK	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
331	FACILITIES MAINT LEADWORK	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
332	FAC MAINT WRK I	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
333	FAC MAINT WRK II	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
334	MAINTENANCE WRK I	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
335	MAINTANENCE WRK II	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
336	LEAD WATER TREAT & PROD OPERATOR	29.13	30.59	32.12	33.73	35.42	60,590.40	63,627.20	66,809.60	70,158.40	73,673.60
339	STREET MAINT LEADWORKER	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
340	WASTEWATER LEADWORKER	23.26	24.43	25.66	26.95	28.30	48,380.80	50,814.40	53,372.80	56,056.00	58,864.00
341	WASTEWATER COLL WRK I	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
342	WASTEWATER COLL WRK I	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
343	COMMUNITY DEVELOPMENT TECHNICIAN	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40

FY 2023/24 SALARY SCHEDULE

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
344	RECREATION PROGRAM COORDINATOR	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60
345	PERMIT TECHNICIAN	27.95	29.35	30.82	32.37	33.99	58,136.00	61,048.00	64,105.60	67,329.60	70,699.20
346	ENGINEERING TECH I	24.26	25.48	26.76	28.10	29.51	50,460.80	52,998.40	55,660.80	58,448.00	61,380.80
347	ENGINEERING TECH II	28.08	29.49	30.97	32.52	34.15	58,406.40	61,339.20	64,417.60	67,641.60	71,032.00
348	LEAD PARK AND ABATEMENT SPECIALIST	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60
349	ACCOUNTING SPECIALIST	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
350	WATER SYSTEMS OPERATOR I	27.75	29.14	30.60	32.13	33.74	57,720.00	60,611.20	63,648.00	66,830.40	70,179.20
351	WATER SYSTEMS OPERATOR II	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
352	WATER SYSTEMS OPERATOR III	30.60	32.13	33.74	35.43	37.21	63,648.00	66,830.40	70,179.20	73,694.40	77,396.80
353	WATER SYSTEMS OPERATOR IV	32.13	33.74	35.43	37.21	39.08	66,830.40	70,179.20	73,694.40	77,396.80	81,286.40
354	LEAD WATER SYSTEMS OPERATOR	33.74	35.43	37.21	39.08	41.04					
401	PUBLIC SAFETY DISP CLERK	24.87	26.12	27.43	28.81	30.26	51,729.60	54,329.60	57,054.40	59,924.80	62,940.80
402	PUB SAFETY DISPATCH SUPER	32.16	33.77	35.46	37.24	39.11	66,892.80	70,241.60	73,756.80	77,459.20	81,348.80
403	POLICE OFFICER	37.11	38.97	40.92	42.97	45.12	77,188.80	81,057.60	85,113.60	89,377.60	93,849.60
405	POLICE SENIOR	41.55	43.63	45.82	48.12	50.53	86,424.00	90,750.40	95,305.60	100,089.60	105,102.40
406	POLICE SERGEANT	48.38	50.80	53.34	56.01	58.82	100,630.40	105,664.00	110,947.20	116,500.80	122,345.60
407	POLICE RECRUIT	26.42	-	-	-	-	54,953.60	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.16	21.17	22.23	23.35	24.52	41,932.80	44,033.60	46,238.40	48,568.00	51,001.60
502	EVIDENCE & PROPERTY TECHNICIAN	22.33	23.45	24.63	25.87	27.17	46,446.40	48,776.00	51,230.40	53,809.60	56,513.60
503	RECORDS TECHNICIAN	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
703	IT SUPPORT ANALYST	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
704	PAYROLL SPECIALIST	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
705	EXECUTIVE ASSISTANT	22.77	23.91	25.11	26.37	27.69	47,361.60	49,732.80	52,228.80	54,849.60	57,595.20
706	HUMAN RESOURCES ANALYST	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
707	HUMAN RESOURCE TECHNICIAN	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
801	RECREATION LEADER II	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
802	RECREATION LEADER III	16.86	17.71	18.60	19.53	20.51	35,068.80	36,836.80	38,688.00	40,622.40	42,660.80
803	COMM SERVICE OFFICER	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
804	NUTRITION COORDINATOR	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
806	FACILITY ATTENDANT	17.16	18.02	18.93	19.88	20.88					
808	SENIOR COORDINATOR	20.23	21.25	22.32	23.44	24.62					
809	SECRETARY II	21.66	22.75	23.89	25.09	26.35	45,052.80	47,320.00	49,691.20	52,187.20	54,808.00
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.05	16.86	17.71	18.60	19.53					
816	PARK ABATEMENT SPECIALIST	19.06	20.02	21.03	22.09	23.20					
818	POLICE CADET	16.05	16.86	17.71	18.60	19.53					
819	PW FIELD TECHNICIAN	16.05	16.86	17.71	18.60	19.53					
820	CRIMINAL INVESTIGATIVE ANALYST	36.84	38.69	40.63	42.67	44.81					
821	MECHANIC HELPER	16.05	16.86	17.71	18.60	19.53					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.05	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	27.95	29.35	30.82	32.37	33.99					
900	COUNCILMEMBER	600.00	-	-	-	-					

Notes

10% Engineer's Certificate included in range 108 & 207

The law requires the lesser of 3.5 percent and the rate of change in the averages of the two most recent U.S. CPI-W unless those averages are negative. If negative, no increase or decrease

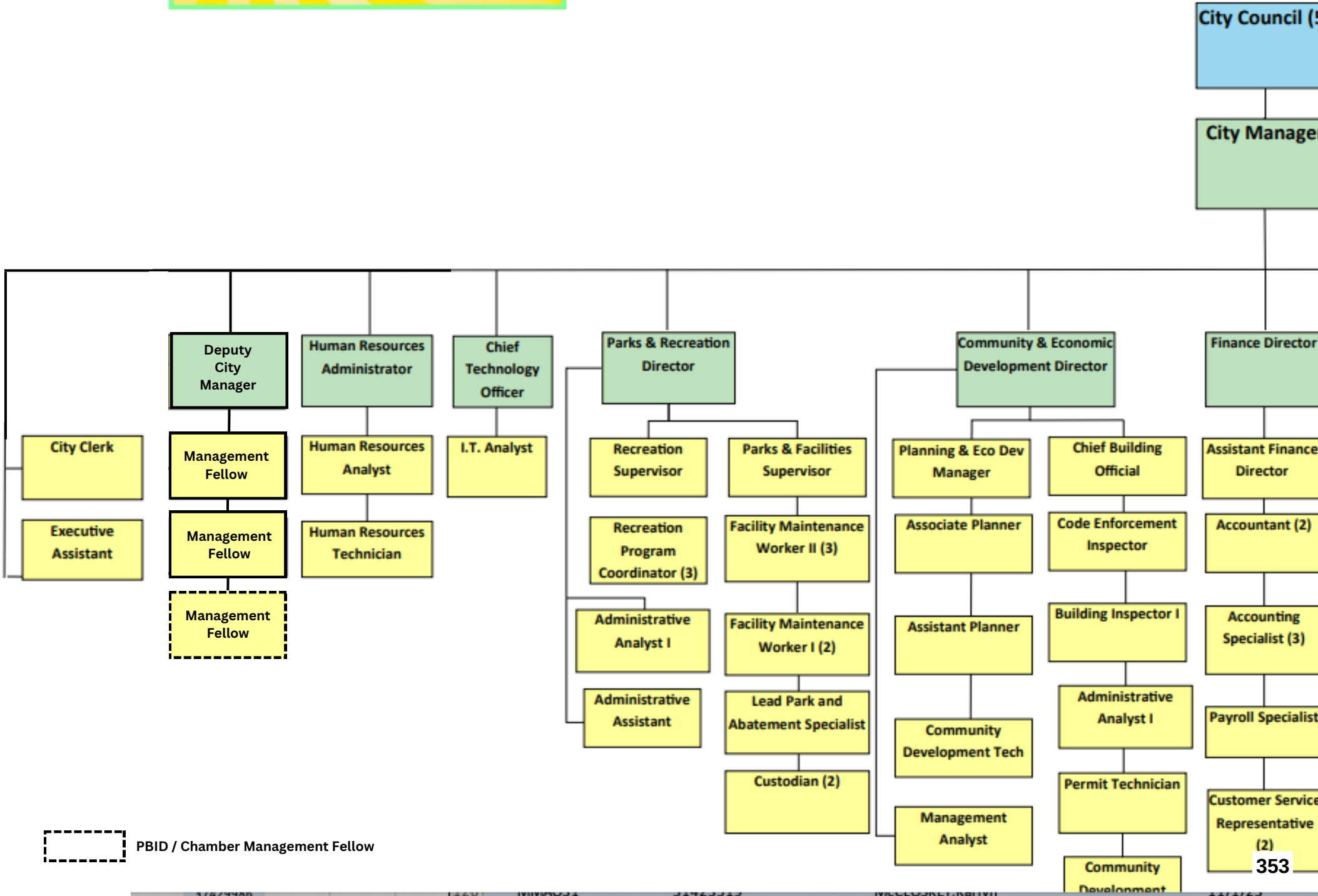
Minimum wage of $16.05 is based on assumed increase of 3.5%. **This change will only become effective if and when California law is changed requiring this increase**

Rec Leader III will be adjusted at 5% above Rec Leader II **should minimum wage increase**

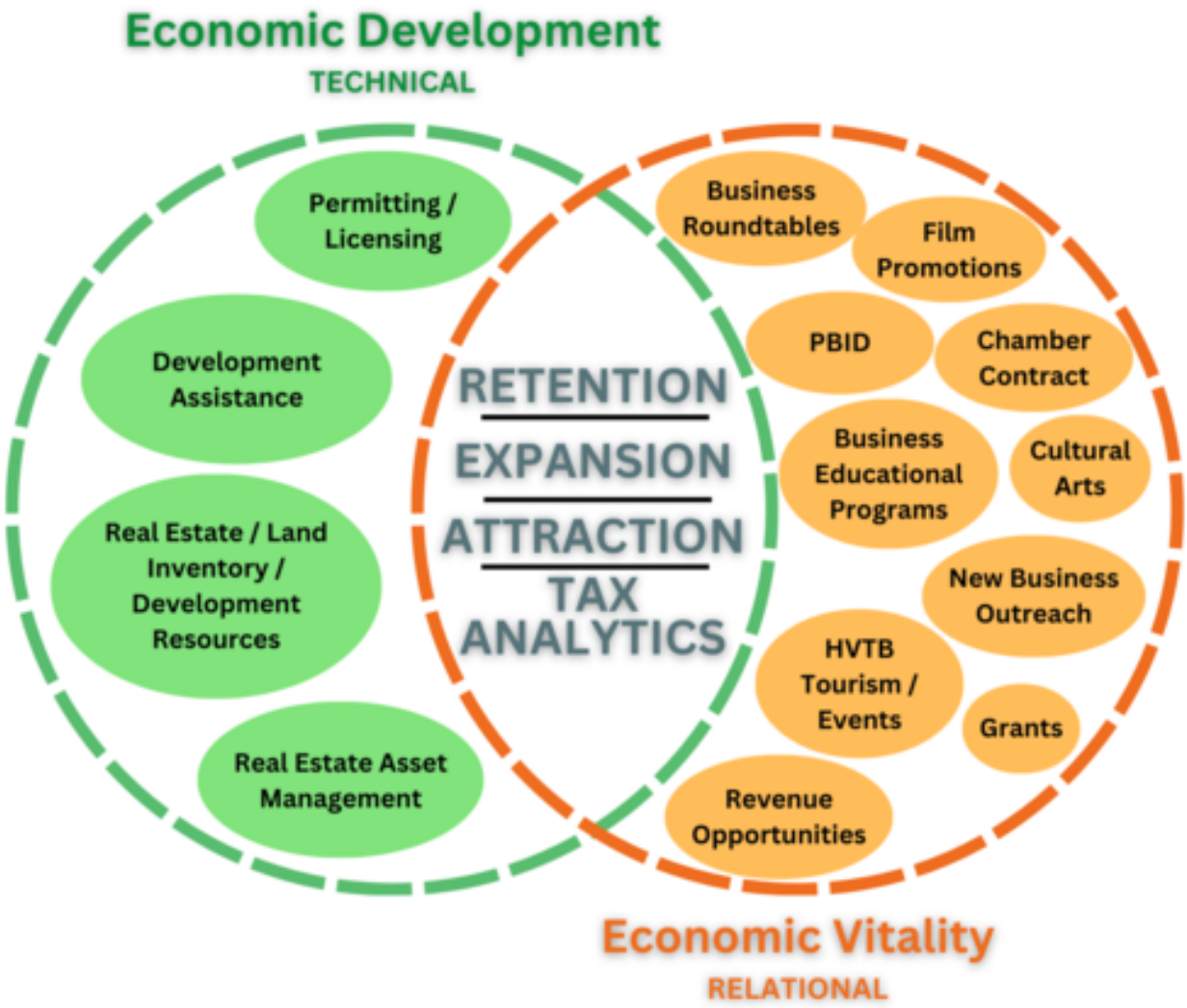
DEPUTY CITY MANAGER pending approval. Rates highlighted subject to approval of Council on 11/1/2023

EXHIBIT D - ORGANIZATIONAL CHART

ORGANIZATION
By Positi



PBID / Chamber Management Fellow


Economic Development
TECHNICAL
Permitting / Licensing
Development Assistance
Real Estate / Land Inventory / Development Resources
Real Estate Asset Management
RETENTION
EXPANSION
ATTRACTION
TAX ANALYTICS
Business Roundtables
Film Promotions
PBID
Chamber Contract
Business Educational Programs
Cultural Arts
New Business Outreach
HVTB Tourism / Events
Grants
Revenue Opportunities
Economic Vitality
RELATIONAL

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: FISCAL REVIEW: FY 22/23 YEAR END AND FY 23/24 Q1 FOLLOW UP

Date: November 1, 2023

Agenda Item: 11.C

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 7490 Amending the City's Operating and CIP Budget for FY 2022/23 and FY 2023/24.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

On October 18, 2023, staff presented the unaudited ending figures for Fiscal Year 22/23 and the fiscal review of revenues and expenses in the first quarter of Fiscal Year 22/23. At that time, it was communicated that various budget adjustments were necessary and would be brought to Council at the subsequent meeting. The attached resolution proposes the adjustments previously discussed.

In addition, the Measure T Committee has since met with staff and has recommendations for the use of excess revenues. Following are recommendations incorporating the Committee's suggestions for the ending General Fund - Measure T fund balance. There is no anticipated surplus for the General Fund.

ANALYSIS:

GENERAL FUND

Various adjustments were recommended, with a net decrease of $953,970 in revenues offset by salary savings in FY 22/23. Budget adjustments for the revenue decreases are included in the attached resolution. Expense adjustments have not been included as they include over 260 line items, and are overall below their budgeted amounts.

A net increase in revenues is projected for FY 23/24 due to staff time reimbursement for work done on the Wastehauler Franchise Agreement, as well as Worker's Compensation reimbursements. No expense budget allocations are being requested at this time.

MEASURE T FUND SURPLUS

The original Measure T FY 22/23 budget, proposed in May 2021, included revenue projections of $3.5 million. As time progressed and the fears of an ongoing recession caused by COVID

shutdowns subsided, additional revenue was realized and staff returned to Council in October 2022 and February 2023 to increase projections by $700,000 for a total budget of $4.2 million. No expense allocations were requested at this time.

In September 2023 staff was notified of the final sales tax payment for June 2023. The total amounted to an additional $466,000 above the amended revenue budget, for a year end total of $4,666,384.00, or $1,166,384 above the original revenue projection.

The projected ending fund balance of the Measure T fund is $977,998. The Measure T committee has recommended the use of the surplus fund balance as follows:

$55,000 - Youth allocation for increased funding for a van ($30,000) and playground resurfacing ($25,000).

$97,500 - Public Safety allocation for migration costs related to the new CAD system ($60,000) and computers for patrol vehicles ($37,500).

$325,498 - Streets allocation for road and repair work, advancing the timeline of the Pavement Management Plan schedule.

$500,000 - Interfund Loan to the Civic Facilities Fund for the Sports Park Construction Capital Improvement Project.

Interfund Loan

The Sports Park construction budget includes $5 million from Civic Facilities DIF fees which the City is entitled to in increments upon the completion of 500 homes and 1000 homes. $2.5 million has been received, and Council previously approved a $2 million interfund loan from the Deposits Fund. An additional $500,000 interfund loan is necessary to pay the final invoice received from the developer. If Council supports an interfund loan, staff will return with an agreement and repayment plan within 90 days, ensuring the Measure T surplus is made whole.

OTHER FUNDS

Recommendations to amend the budget allocations for both added revenues and expenses in the COPS Grant Fund and the Transportation Development Fund were recommended and are reflected in the attached resolution.

STRATEGIC PLAN:

While this item is not a direct goal or objective in City Council's two-year strategic plan, it is important to remain informed on the financial health of the City, and to provide information in a timely manner to the public

FISCAL IMPACTS:

The recommended adjustments will utilize the remaining Measure T fund balance, with $500,000 left as an asset (short term note receivable). There is an increase of $109,956 to the General Fund balance in FY 23/24 due to increased reimbursement related to worker's compensation and staff time reimbursement. A net zero increase is recommended for the TDA

Fund and COPS grant allocations.

OPTIONS:

Council may reject the recommended adjustments and provide staff with additional guidance.

ATTACHMENTS:

Budget Resolution 7490.docx

RESOLUTION NO. 7490

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, AMENDING THE CITY'S OPERATING AND CIP BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24.

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

SECTION 1: The City Council adopted the FY 2021-2023 Two Year Operating Budget and Capital Improvement program on June 23, 2021, and the FY 2023-2025 Two Year Operating Budget and Capital Improvement Program Budget on June 21, 2023.

SECTION 2: The City Manager has proposed a budget adjustment as described in the Council report dated November 1, 2023 for Fiscal Year 2022/23 and 2023/24 based on the determination by the City Manager that this adjustment is essential to the City's operations.

SECTION 3: The City Council has reviewed the proposed budget adjustments for the year ending June 30, 2023, and for the first quarter ending September 30, 2023 and does hereby find the recommendation to be necessary and in the City's best interest.

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SECTION 4: The City of Santa Paula's operating and CIP Budget for Fiscal Year 2022/23 is hereby amended as follows:

ACCOUNT	INCREASE (CR REVENUE, DR EXPENSE)	DECREASE (DR REVENUE, CR EXPENSE)
100-4-0500-5063		3,000
100-4-1000-1150		634,450
100-4-1000-1160		61,820
100-4-1000-1170		73,610
100-4-1000-1180		65,750
100-4-1000-1220	810	
100-4-1000-1230	750	
100-4-1000-1240		28,195
100-4-1000-2025		1,500
100-4-1000-5026		2,500
100-4-1000-5030		391,000
100-4-1000-5032		102,000
100-4-1000-5033		1,700
100-4-1000-5035	1,720	
100-4-1000-5036		17,550
100-4-1000-5045	3,315	
100-4-1000-5063		20,000
100-4-1000-6100		2,615
100-4-1000-6106	930	
100-4-1500-1260		18,160

100-4-1500-3030		2,440
100-4-1500-3031	2,500	
100-4-1500-3050		27,400
100-4-1500-5061	1,390	
100-4-1500-5062		500
100-4-1500-5063		414,545
100-4-1500-5450	7,785	
100-4-2000-5063		3,000
100-4-2000-5321		3,765
100-4-2002-6106	60	
100-4-3000-5030	5,640	
100-4-3000-5063		14,550
100-4-3000-6100	645	
100-4-4500-2010		635
100-4-4500-2020	20,920	
100-4-4500-2025	400	
100-4-4500-4040		13,485
100-4-4500-4046	14,605	
100-4-4500-4279		25,000
100-4-4500-5020	1,530	
100-4-4500-5047	9,640	
100-4-4500-5048		76,360
100-4-4500-5049	4,630	
100-4-4500-5056	1,740	
100-4-4500-5061		11,135
100-4-4500-5063		213,870
100-4-4500-5085	350	
100-4-4500-5460	25,000	
100-4-4500-6100	1,000	
100-4-4500-6105	22,000	
100-4-4500-6106	18,500	
100-4-4502-6106	11,745	
100-4-5000-1201		8,820
100-4-5000-1202		210
100-4-5000-1210	26,415	
100-4-5000-5045	500	
100-4-5000-5061	9,335	
100-4-5000-5063		3,000
100-4-5000-6106	2,045	
100-4-7500-0010	286,800	
100-4-7500-0020		15,000
100-4-7500-0150	175,130	
100-4-7500-0200		7,810
100-4-7500-0500	50,430	
100-4-7500-0550	184,180	
100-4-7500-0600	17,885	
100-4-7500-0650		5,415
100-4-7500-1100		2,760

100-4-7500-3030		3,495
100-4-7500-4013	6,670	
100-4-7500-4015		18,785
100-4-7500-4050	4,055	
100-4-7500-5060		1,195
100-4-7500-5081	685	
100-4-7500-5099		28,750
100-4-7500-6100	32,300	
100-4-7500-6101		245
100-4-7500-6157		6,900
100-4-7500-6300	3,850	
103-4-1500-0201		2,040
104-4-1500-5061	665	
104-4-4500-6106	10,500	
104-4-7500-0151	466,385	
104-4-7500-5082	35	
115-4-1500-5401		11,020
115-4-1500-5410	2,640	
115-4-1500-5420		28,000
115-4-1500-5460		18,100

**Increase – Credits (CR) Revenue and Debits (DR) Expense*
**Decrease – Debits (DR) Revenue and Credits (CR) Expense*

SECTION 5: The City of Santa Paula's operating and CIP Budget for Fiscal Year 2023/24 is hereby amended as follows:

ACCOUNT	NAME	INCREASE (CR REVENUE, DR EXPENSE)	DECREASE (DR REVEUE, CR EXPENSE)
100-4-7500-5030	MISC – DEPT REIMB. WASTE HAULERS FRANCHISE REIMBURSEMENT	75,000	
100-4-4500-6106	WORKERS COMPENSATION	34,956	
281-4-5000-0230	TDA ARTICLE 8A	23,430	
281-5-9285-660	CONSTRUCTION – STREET REPAIR	23,430	
311-4-4500-4244	SLESF-COPS GRANT	26,159	
311-5-4521-209	CONSTRUCTION PLAN CHECKING	26,159	

**Increase – Credits (CR) Revenue and Debits (DR) Expense*
**Decrease – Debits (DR) Revenue and Credits (CR) Expense*

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of the City of Santa Paula, and will

make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 1st day of November, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Daniel A. Singer, City Manager

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: November 1, 2023

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

11.1.23_Future Agenda Items.docx

Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	Wednesday, November 15, 2023	Proposed Date
PD	Ventura County Fire Department Report	11/15/23
PW	Chloride Source Study Report	11/15/23
Admin	City Managers Report	11/15/23
P&R	City Hall Campus Security Fencing Construction Agreement	11/15/23
CDD	Red Tail Tentative Track Map	11/15/23
PW	Athens – Annual Recycling Awards	11/15/23
Admin	Invocation Policy Update	11/15/23
PD	Cops Grant Funds SLESF	11/15/23
Admin	Employee Based Incentives	11/15/23
	Wednesday, December 6, 2023	
PR	Visitor from the North Pole	12/6/23
PR	Santa Paula Social Services Coalition	12/6/23
PW	Public Works Department Report	12/6/23
CDD	Lafco Application for Business Park West Project	12/6/23
Admin	Selection Process for Mayor	12/6/23
Admin	Crossing Guard Contract Award	12/6/23
PW	Water Meter Purchasing Contract (3-year)	12/6/23
CDD	Façade Improvement Program	12/6/23
Admin	Strategic Plan Update	12/6/23
Admin	Development Agreement Lewis Limoneira	12/6/23
Admin	Appointments to the Mayor's Standing and AdHoc Committees	12/6/23
Admin	Adoption of 2024 Council Meeting Calendar	12/6/23
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	March
P&R	Oil Museum Use Options	11/15/23
Attorney	Municipal Code Update Overview	January
Finance	Development Impact Fees	February
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
Admin	SoCal Edison Discussion	
Finance	Unclaimed Funds	
CDD	VCTC Update on Railroad	
CDD	Cultural Arts Update	
CDD	Housing Element Update	
Finance	Annual City Audit	

Updated 11/25/2023

Santa Paula City Council Tentative Agenda Schedule

CDD	ADU Ordinance	
Legal	Fire MOU Amendment	
Finance	Additional Revenue Options	
Admin	Expand Video Recordings to Commissions & Special Meetings	
CDD	Appointment of Housing Trust Fund Oversite Committee	